



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
April 18, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact

PUBLIC COMMENTS

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Mayor.

APPROVAL OF AGENDA

BOARD APPOINTMENTS

- | | |
|--|----|
| 1. Appointment to Lake County Library Advisory Board | 6 |
| 2. Appointment to the CRA Advisory Committee | 10 |

CONSENT AGENDA

- | | |
|---|-----|
| 1. Request Approval of City of Mount Dora Purchasing Policy Waiver for Bristol Park Apartments Project | 15 |
| 2. Request Authorization for the Mayor to Sign Two Petitions for Waiver of Reservation of Oil, Gas and Other Mineral Rights for FDOT Public Purpose Property Surplus | 17 |
| 3. Request Approval of Piggyback Agreement Between the City of Mount Dora and FireDex GW, LLC, Related to Personal Protective Equipment Maintenance | 25 |
| 4. Request Approval to Obtain the "moundora.gov" Domain Name | 67 |
| 5. Request Approval of Task Authorization with Neel-Schaffer for Donnelly Street Resurfacing Project from 5th Avenue to US Highway 441 | 84 |
| 6. Request Approval of State of Florida Department of Environmental Protection Standard Grant Agreement for Mount Dora Hilltop Drainage Improvements for Flood Mitigation Project, Subject to Receiving a Drainage Easement from the Property Owner | 97 |
| 7. Request Approval of Federally-funded State of Florida Division of Emergency Management Subgrant Agreement for Generator at Wastewater Treatment Plant #1 (WWTP#1) | 132 |
| 8. Request approval of Federally-funded State of Florida Division of Emergency Management Subgrant Agreement for Hurricane Ian | 194 |
| 9. Request approval of Agreement between the City of Mount Dora and Explosive Touch Enterprises, LLC, related to Aerial Fireworks Display Services (ITB 23-PR-001) | 214 |
| 10. Request Authorization for City Manager to Execute all Necessary Insurance and Title Transfer Documents Related to Acceptance of the Insurance Settlement and Coverage of the City Vehicle (VIN# 1FM5K8AR4KGB43955) Total Loss Which Occurred on December 20, 2022 | 304 |
| 11. Request Approval of Meeting Minutes | 307 |
- March 13, 2023 Work Session Minutes

- March 21, 2023 Regular Session Minutes

- | | |
|---|-----|
| 12. Request Approval of Agreement Between the City of Mount Dora and Patterson and Dewar Engineers, Inc. Related to Substation and Generating Station Maintenance Services | 356 |
| 13. Request Approval of Agreement between the City of Mount Dora and Cavok Capital DBA Southern Switch & Contacts Related to Substation and Generating Station Maintenance Services | 385 |
| 14. Request Approval of Agreement Between the City of Mount Dora and MP Predictive Technologies Inc., Related to Substation and Generating Station Maintenance Services | 411 |
| 15. Request Approval of Agreement Between the City of Mount Dora and Flo Power LLC, Related to Substation and Generating Station Maintenance Services | 443 |
| 16. Request Approval of Change Order #4 and Change Order #5 to Wharton-Smith Purchase Order #22-00052 for Fire Station #35 | 475 |
| 17. Request Approval of Piggyback Agreement Between the City of Mount Dora and Evoqua Water Technologies, LLC, Related to Hydrogen Sulfide Removal and Corrosion Control | 583 |

ACTION ITEMS

- | | |
|--|-----|
| 1. Request approval of Agreement for Law Enforcement Dispatch Services with Lake County Sheriff's Office | 638 |
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RESOLUTIONS/ORDINANCES

PUBLIC HEARINGS

- | | |
|---|-----|
| 1. Request Approval of Resolution No. 2023-11 , Mid-Year Budget Amendments for Fiscal Year 2022-23 | 645 |
|---|-----|

- | | |
|---|-----|
| 2. Request Adoption of Resolution No. 2023-16 , Final Plan for Juniper Multifamily Townhomes | 655 |
| 3. Request Adoption of Resolution No. 2023-18 , Revised Master Fee Schedule | 778 |
| 4. Request Approval of Second Reading and Adoption of Ordinance No. 2023-07 , Revising Public Arts Commission | 804 |
| 5. Request Approval of Second Reading and Adoption of Ordinance No. 2023-08 , Revising Parks and Recreation Advisory Board | 812 |
| 6. Request Approval of Second Reading and Adoption of Ordinance No. 2023-09 , Revising Library Advisory Board | 819 |

CITY MANAGER'S REPORT

- | | |
|--|-----|
| 1. Approve designation of Acting City Manager for future leave | 826 |
| 2. Lobbyist Update | 828 |

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Council Member Doug Bryant
- Council Member John Cataldo
- Council Member Dennis Dawson
- Council Member Cal Rolfson
- Council Member Nate Walker
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- May 2, 2023, 6:00 PM, Regular Session
- May 16, 2023, 6:00 PM, Regular Session

- June 6, 2023, 6:00 PM, Regular Session
- June 12, 6:00 PM, Budget Work Shop: Budget Parameters and Fire Assessment

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: April 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Appointment to Lake County Library Advisory Board

Introduction:

This is a request for City Council to appoint a member to the Lake County Library Advisory Board.

Discussion:

As a member of the Lake County Library System, the Mount Dora City Council shall appoint one member to the Lake County Library Advisory Board. This board position includes voting privileges and represents Mount Dora's interests in the cooperative. Typically, this position is filled by the Library Advisory Board Chairman. Helen Cutshaw serves as the Chairman of the Mount Dora Library Advisory Board and is recommended to serve as Mount Dora's voting representative on the Lake County Library Advisory Board.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to appoint a Helen Cutshaw to the Lake County Library Advisory Board.

Attachment(s):

1. Attachment #1 Lake Co Library Advisory Board - Mount Dora application Helen Cutshaw

Prepared by: Cathy Lunday, Library Director
Reviewed by: Cathy Lunday, Library Director
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 4/3/2023
Approved - 4/3/2023
Final Approval - 4/3/2023

ATTACHMENT #1

LAKE COUNTY BOARD/COMMITTEE GENERAL APPLICATION

☐ Mr. ☒ Ms. Name: Helen Cutshaw Date: 3-14-23
Home Mailing Address: 346 E. 6th Avenue
Mount Dora, FL 32757
Home Physical Address: 346 E. 6th Avenue, Mount Dora, FL 32757
County of Residence: Lake County Home Phone: (423) 838-0266
E-mail Address: hcutshaw@aol.com
Education: St. Anthony High School (Trenton, New Jersey)
Mainland High School (Daytona Beach, Florida)
Business (Name & Type): Daytona News Journal
Business Address: retired
Business Phone: _____ Position: Account Executive - advertising

Training, experience or qualifications related to board/committee to which appointment is sought:

Served as a member of the Mount Dora Library Advisory Board since December 14, 2017.
Currently serving as Chairman of the Mount Dora Library Advisory Board.

State reasons you are interested in appointment which is sought:

Seeking voting representation on the Lake County Library Advisory Board to better represent
the Mount Dora community. I've been a library user all my life, starting in New Jersey at
age 9-10, and continue to be an advocate and user at the Mount Dora library.

Do you currently serve on a Lake County board/committee?

☐ Yes ☒ No *If yes, please identify each board/committee:*

Name of Board/Committee:

Have you served on a Lake County board/committee *in the past*?

☐ Yes ☒ No *If yes, please identify each board/committee:*

Name of Board/Committee:

Dates Served:

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?

☐ Yes ☒ No *If yes, please identify the entity or agency:*

Are you, your spouse or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the County?

☐ Yes ☒ No *If yes, please identify the entity or agency:*

Please check board(s)/committee(s) that interest you at this time:

☐ Affordable Housing Advisory Committee

☐ Board of Adjustment

*(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)

☐ Board of Building Examiners *(Note: A separate application is required for the Board of Building Examiners)*

*(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)

☐ Children's Services Council

☐ Elder Affairs Coordinating Council

☐ Keep Lake Beautiful Advisory Committee

☐ Lake-Sumter MPO – Community Advisory Committee CAC *(Effective January 1, 2019)*

☒ Library Advisory Board

☐ Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee – ***Please check one:***

☐ *Property owner within the Planning Area (OR)*

☐ *Resident or property owner within a three mile radius of the Planning Area*

Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:

☐ *Land planning*

☐ *Engineering*

☐ *Architecture*

☐ *Ownership or operation of a business*

☐ *Community leadership/volunteerism*

☐ Parks, Recreation and Trails Advisory Board

☐ Planning & Zoning Board

*(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)

☐ Public Safety Coordinating Council

☐ Sales Surtax Oversight Advisory Committee

☐ Tourist Development Council

☐ Value Adjustment Board

☐ Water Safety Advisory Committee

☐ Other _____

***YOU WILL BE REQUIRED TO FILE A FINANCIAL DISCLOSURE FORM, PURSUANT TO CHAPTER 112, FLORIDA STATUTES, IF APPOINTED TO THE BOARD OF ADJUSTMENT, THE BOARD OF BUILDING EXAMINERS, OR THE PLANNING AND ZONING BOARD. Also, due to Florida laws regarding dual office holding, citizens cannot serve on more than one of these above-mentioned boards at one time. In the event this occurs, the member will be required to resign from one of the positions.**

References may be secured from the following individuals:

	Name	Address	Phone Number
1.	Cathy Lunday	1995 N. Donnelly Street, Mount Dora, FL	(352) 735-7180, ext. 3110
2.	Lajun Garry	1995 N. Donnelly Street, Mount Dora, FL	(352) 735-7110, ext. 3101
3.			

I will attend meetings in accordance with the adopted policies of Lake County. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations.



Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this application form.

How did you learn of this vacancy?

☐ Newspaper Ad ☐ Internet ☐ LSSC Channel 13 ☐ Friend ☐ Other

Applications are kept on file with the Board of County Commissioners for a period of six months from date of receipt. In the event a vacancy occurs and you are not appointed to a particular board/committee, your application may be reconsidered should another vacancy occur during that six month period.

Please return this completed application to:

Lake County Board of County Commissioners
County Commissioners' Office
P. O. Box 7800
Tavares, FL 32778-7800



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

DATE: April 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Appointment to the CRA Advisory Committee

Introduction:

Advisory Board and Commission Appointments

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 CRA Advisory Committee has vacancies for District 2 and District 3.

An appointee has been proposed for District 3. The proposed appointee's application is attached.

District 3 Councilmember: Dennis Dawson

District 3 Proposed Appointment: Patrick Murray

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Mayor and City Council to make appointments and re-appointments to various boards and commissions.

Attachment(s):

1. Application.Murray.Patrick.CRA.03.28.2023.Online Form Submittal_ Board Application

Prepared by: Jeanann Hand, City Clerk

ATTACHMENT #1

From: noreply@civicplus.com
To: [Hand, Jeanann; Clerk](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, March 28, 2023 2:27:05 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	Patrick
Last Name	Murray
Address1	817 N. Alexander Street
Address2	<i>Field not completed.</i>
City	Mount Dora
State	FL
Zip	32757
Phone Number	904-728-0872
Email Address	pmurray@rviplanning.com

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

I have spent more than seven years as a professional planner and GIS analyst here in Central Florida helping municipalities manage their growth thoughtfully and strategically. I'm now a resident and homeowner in the City of Mount Dora, with a young family that loves the walkability and mixed-use nature of our historic downtown.

I'd like to play a more direct role in shaping the future growth and improvements of downtown Mount Dora by serving on the CRA Advisory Board. I appreciate what the CRA's focused investments have been able to accomplish over the past few decades. From the Visual Improvement Program to downtown parking solutions, wayfinding signage and more, all of these have made real tangible positive impacts for residents and visitors.

Resume or additional
attachments (not
required)

[Patrick Murray 2 Page Resume.pdf](#)

Boards on which you
wish to serve

CRA Advisory Board.

Upon Completion

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

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

Planner



Patrick specializes in geospatial information and land use planning. Over the past five years his GIS experience has assisted several municipal planning and growth management departments prepare for future development. In addition to providing geospatial analysis on growth, he enjoys creating interactive web map applications that provide valuable and insightful information for better decision making.

PROJECT ROLE
PLANNER/GIS ANALYST

EDUCATION
Florida State University, B.S. in Geography

Florida State College at Jacksonville, GIS Technical Certificate

COMMUNITY INVOLVEMENT
Central Florida GIS Workshop, Member

Greater Orlando Builders Association

Northeast Florida Map Info User Group, Member

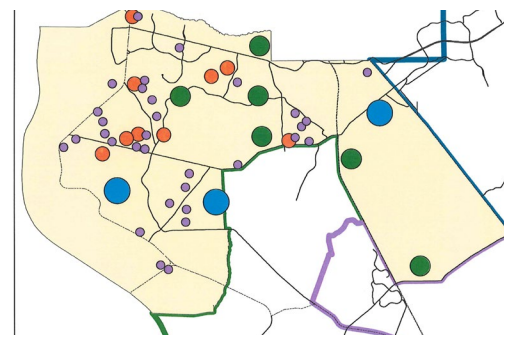
SELECTED PROJECT EXPERIENCE

GIS SUPPORT FOR RESIDENTIAL GROWTH FORECAST*

St. Johns County, FL

2016 – 2019

Patrick served as GIS Technician for the Growth Management Department and assisted planners and decision-makers on evaluating where growth options could occur, and where approved residential housing is occurring but yet to be built. GIS maps help display visually the varying densities of growth that are forecast to occur. This information helped staff decide where future growth is appropriate and where current sprawl is occurring.

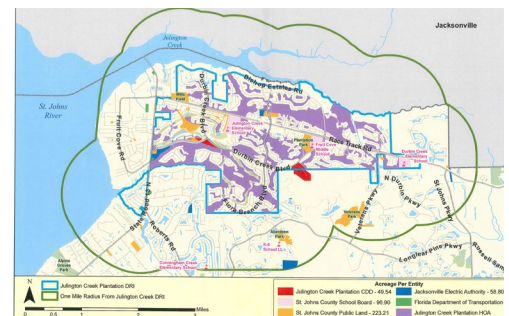


GIS SUPPORT FOR GROWTH MANAGEMENT*

St. Johns County, FL

2016 – 2019

Patrick served as GIS Technician for the Growth Management Department, and through GIS analysis and mapping helped calculate the land ownership and displayed that thematically within a geographic boundary. Color coding showed major landowners in the County. By understanding who the majority landowners are in certain areas and how much was owned by public versus private entities, this helped County staff better plan for additional growth within these target sub-markets.



ON A PERSONAL NOTE

One of Patrick's many hobbies includes baking and cooking.

ADDITIONAL RELEVANT PROJECTS

Taylor Morrison
Commercial Land Asset
Identification, Analysis &
Mapping

City of Leesburg*
Creating Webmap Applications
for Asset Visualization by
Stakeholders, with Real-Time
Updates

Maintaining Database Sets for
Five Public Utility Divisions

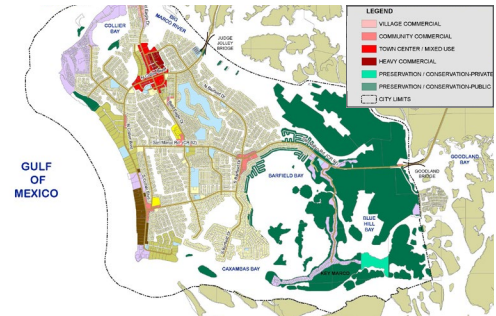
Various Private Land
Development Clients
Creating Visualization Aids using
publicly-sourced data

MARCO ISLAND COMPREHENSIVE PLAN UPDATE

City of Marco Island, FL

2020 – 2021

Patrick served as GIS Analyst for the assessment and update of the City's Comprehensive Plan, last updated in 2009. Through GIS analysis and mapping, he helped prepare the Assessment Report and overall plan update. The Assessment Report was completed within six months of contract execution and within the original budget. Following completion of the report, the Comprehensive Plan was drafted and adopted by City Council within a 10-month time frame.

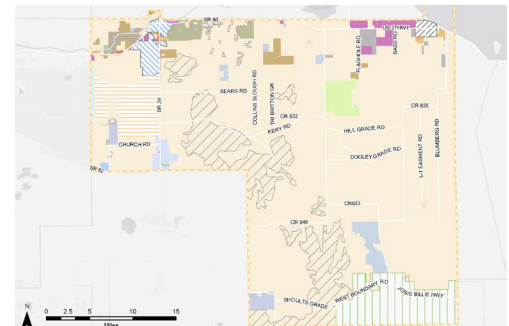


FUTURE LAND USE ANALYSIS

Hendry County, FL

2021 – Present

Patrick serves as GIS Planner at RVI, and while under a continuing services contract with the County he has assisted the Community Planning Department to evaluate where future land use categories are currently established, where there is more opportunity for projected growth, and how the community can evolve in analyzing their current future land use elements and apply them elsewhere throughout the County. For example, analysis shows nearly 70 percent of County land is currently in agriculture. But the population growth projections are high, so RVI's GIS analysis is helping to justify the shift in future land use from agriculture to more residential and mixed-use.



* Indicates experience prior to joining RVI



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

DATE: April 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of City of Mount Dora Purchasing Policy Waiver for Bristol Park Apartments Project

Introduction:

This is a request for City Council to approve a Purchasing Policy waiver for the Bristol Lakes 2 project.

Discussion:

The City's Purchasing Policy Section 3.9-3 Developer Reimbursed Procurement authorizes the City Manager to permit purchases of project materials under \$250,000 that are reimbursed by a private developer.

Given the current economic environment of high inflation, Bristol Park Apartments, a private developer-reimbursed project, will exceed the \$250,000 threshold requirement. With supply chain disruptions and anticipated long lead times, materials for the Bristol Park Apartments project must be ordered in advance to prevent project delays. Therefore, City Council approval is required to waive the \$250,000 threshold requirement of the Purchasing Policy and authorize the City Manager to permit purchases of materials for the Bristol Park Apartments project.

Budget Impact:

This is a private developer reimbursed project, therefore there is no impact on the City's budget.

Strategic Impact:

N/A

Recommendation:

City Council to approve a waiver of the \$250,000 threshold requirement of the Purchasing Policy and authorize the City Manager to permit purchases of materials for the Bristol Park Apartments project.

Attachment(s):

Prepared by: Aneta Barton, Budget Director

Reviewed by: Aneta Barton, Budget Director
Steve Langley, Electric Utility Director
Rita Meade, Interim Finance Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 4/3/2023

Approved - 4/3/2023

Approved - 4/3/2023

Approved - 4/11/2023

Approved - 4/11/2023

Final Approval - 4/11/2023



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

DATE: April 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Authorization for the Mayor to Sign Two Petitions for Waiver of Reservation of Oil, Gas and Other Mineral Rights for FDOT Public Purpose Property Surplus

Introduction:

This is a request for City Council to authorize the Mayor to sign two petitions for Waiver of Reservation of Oil, Gas and other Mineral Rights for parcels of land on SR 46 that FDOT intends to surplus for public purposes only to the City of Mount Dora.

Discussion:

As a final step for FDOT to surplus lands on SR 46 to the City of Mount Dora, FDOT has requested that the City to sign a Petition for Waiver of Reservation of Oil, Gas and other Mineral Rights. Attached are the two Petitions for Waiver of Reservation of Oil, Gas and other Mineral Rights, one for each parcel to be transferred to the City. When approved by FDOT, the petition will release the State's interest in oil, gas, and other mineral rights in the lands received by Mount Dora.

These parcels were the subject of Resolution Nos. 2022-60 and 2022-61.

Budget Impact:

No impact.

Strategic Impact:

Objective 1.1. Develop Wolf Branch Innovation District (WBID)
Objective 1.2. Enhance mobility, connectivity, and expand trail network
Objective 2.3. Develop a parks and recreation system

Recommendation:

City Council to authorize the Mayor to sign two petitions for Waiver of Reservation of Oil, Gas and other Mineral Rights for parcels of land on SR 46 that FDOT intends to surplus for public purposes only to the City of Mount Dora.

Attachment(s):

1. Petition - Parcel-116-Exhibit-A_7_acres
2. PetitionParcel-116-Exhibit-A_12_acres

Prepared by: GEORGE MAREK, Interim Public Works Director
Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/17/2023
Approved - 3/27/2023
Approved - 4/11/2023
Approved - 4/11/2023
Final Approval - 4/11/2023

**PETITION FOR WAIVER
OF RESERVATION OF
OIL, GAS AND OTHER MINERAL RIGHTS**

The undersigned hereby petitions Seller, **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, to waive the reservation of oil, gas and other mineral rights as described in §270.11, Florida Statutes. Petitioner states that the nature of the property is in no way situated to be utilized by the Seller for mining or collection of said oil, gas, or other minerals. (See legal description attached.)

Crissy Stile, Mayor

Print Name:

Sign Name:

Date:

WAIVER

The **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION** hereby grants this Petition and agrees not to reserve the above described rights.

FDOT:
State of Florida, Department of Transportation

By: _____
John Tyler, P.E.
Date: _____

Legal Review: _____
Date: _____

EXHIBIT "A"

PARCEL NO. 116, Part B and 124, Part A

SECTION 11130

F.P. NO. 238275-2

THAT PART OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 118, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 THE FOLLOWING THREE (3) COURSES. (1) NORTH 00°24'36" WEST FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND ITS WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES: (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR

26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET, TO THE POINT OF BEGINNING.

CONTAINING 7.703 ACRES, MORE OR LESS

**PETITION FOR WAIVER
OF RESERVATION OF
OIL, GAS AND OTHER MINERAL RIGHTS**

The undersigned hereby petitions Seller, **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, to waive the reservation of oil, gas and other mineral rights as described in §270.11, Florida Statutes. Petitioner states that the nature of the property is in no way situated to be utilized by the Seller for mining or collection of said oil, gas, or other minerals. (See legal description attached.)

Crissy Stile, Mayor

Print Name:

Sign Name:

Date:

WAIVER

The **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION** hereby grants this Petition and agrees not to reserve the above described rights.

FDOT:
State of Florida, Department of Transportation

By: _____
John Tyler, P.E.
Date: _____

Legal Review: _____
Date: _____

EXHIBIT "A"

PARCEL NO. 116, Part C and 124, Part B

SECTION 11130

F.P. NO. 238275-2

THAT PART OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 118, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND THE POINT OF BEGINNING; THENCE RUN, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING SIX (6) COURSES, (1) SOUTH 87°56'31" WEST FOR A DISTANCE OF 130.58 FEET; (2) NORTH 89°48'08" WEST FOR A DISTANCE OF 279.11 FEET; (3) NORTH 89°27'11" WEST FOR A DISTANCE 47.92 FEET; (4) NORTH 04°59'21" EAST FOR A DISTANCE OF 226.02 FEET; (5) NORTH 20°05'24" EAST FOR A DISTANCE OF 121.02 FEET; (6) NORTH 64°11'39" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 AND ITS NORTHWESTERLY EXTENSION, FOR A DISTANCE OF 368.62 FEET; THENCE S33°28'37"W FOR A DISTANCE OF 112.87 FEET TO A POINT ON THE EASTERLY LEG OF THAT CERTAIN PERPETUAL EASEMENT IDENTIFIED AS PARCEL 800 AS DEPICTED ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND RECORDED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL 800 AND EASTERLY AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING FOUR (4) COURSES, (1) NORTH 48°27'47" WEST FOR A DISTANCE OF 127.26 FEET; (2) NORTH 39°55'48" EAST FOR A DISTANCE OF 284.19 FEET, (3) NORTH 30°00'32" WEST FOR A DISTANCE OF 142.74 FEET; (4) NORTH 89°58'32" WEST FOR A DISTANCE OF 292.21 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE NORTH 00°25'28" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 218.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44

FEET; (3) SOUTH 45°09'48" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 38.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 38.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET TO THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, THENCE SOUTH 00°24'36" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 469.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.27 ACRES, MORE OR LESS



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

DATE: April 18, 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 FireDex GW, LLC, Related to Personal Protective Equipment Maintenance

Introduction:

This is a request for City Council to approve a piggyback agreement between the City of Mount Dora and FireDex GW, LLC related to Personal Protective Equipment Maintenance.

Discussion:

Lake County Government competitively solicited and negotiated an agreement with FireDex GW, LLC, related to Personal Protective Equipment Maintenance. The City of Mount Dora desires to enter into a contract with FireDex GW, LLC under the same terms and applicable conditions as that agreement with Lake County Government. Florida Statute 287 authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by Lake County Government and agreements relating therefrom. The vendor provides for personal protective equipment (PPE) inspection, cleaning, and repairs in accordance with NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting.

Budget Impact:

There is no immediate budget impact. PPE cleaning, inspection, and maintenance is budgeted for in the Fire Department's operating budget.

Strategic Impact:

Goal 2: Public Safety

Goal 3: Fiscal Resources

Recommendation:

Council approve the piggyback agreement between the City of Mount Dora and FireDex GW, LLC related to Personal Protective Equipment Maintenance.

Attachment(s):

1. City of Mount Dora - Lake County Piggyback Agreement.FireDex GW.20-0720.SGS
2. Exhibit A - Lake County - Contract 20-0720 - Personal Protective Equipment Maintenance

Prepared by:	HOUSE, ANGELA F	HOUSE, ANGELA F, Fire Administrative Coordinator	
Reviewed by:	Rich Loewer, Deputy Fire Chief		Approved - 3/30/2023
	Marilyn Douglas, Purchasing Manager		Approved - 4/3/2023
	Aneta Barton, Budget Director		Approved - 4/10/2023
	Sherry Sutphen, City Attorney		Approved - 4/11/2023
	Jeanann Hand, City Clerk		Approved - 4/11/2023
	Patrick Comiskey, City Manager		Final Approval - 4/11/2023

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 **FIREDEX GW, LLC**, 780 South Progress Drive, Medina, Ohio 44256, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has determined that it is in its best interest to make a purchase, utilizing that Agreement for Personal Protective Equipment Maintenance between Lake County and the **CONTRACTOR**, dated October 1, 2020, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "**Cooperative Contract**" which was competitively solicited for and negotiated by Lake County through Contract Number: 20-0720; 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 September 30, 2023, and may be renewed for one (1) additional year. Renewal is contingent upon mutual written agreement between the parties.

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: FireDex GW, LLC
780 South Progress Drive
Medina, Ohio 44256

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

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

Taylor Burke Gilman

Print: Taylor Burke Gilman

Title: President, Gear Wash

STATE OF FLORIDA

COUNTY OF Pineles

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of Taylor Gilman, as President,
of Gear Wash, 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 27 day of March, 2023.

(stamp)



Crystal Steele
NOTARY PUBLIC

Exhibit "A"
Cooperative Contract between
Lake County and FireDex GW, LLC

EXHIBIT A



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 10/1/2022	Contract Number: 20-0720 Title: <u>Personal Protective Equipment Maintenance</u> Effective Date: October 1, 2020
Contracting Officer: Gretchen A. Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: FireDex GW, LLC Address: 780 South Progress Drive City: Medina, Ohio 44256 ATTENTION: Taylor Burk Gilman, Division Manager
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend contract for one year to expire on 09/30/2023.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Taylor Gilman</u> Print Name: <u>Taylor Gilman</u> Title: <u>President, Gear Wash</u> Date: <u>4-4-22</u> E-mail: <u>taylorburkegilman@gearwash.com</u> Secondary E-mail: <u>taylorburkegilman@firedex.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: CPPB, Contracting Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.04.04 13:41:13 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 12/3/2020		Contract Number: 20-0720 Title: <u>Personal Protective Equipment Maintenance</u> Effective Date: October 1, 2020	
Contracting Officer: Gretchen A. Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: (352) 343-9389		Contractor Name and Address: Name: FireDex GW, LLC Address: 780 South Progress Drive City: Medina, Ohio 44256 ATTENTION: Taylor Burke Gilman, Division Manager	
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800			
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.			
DESCRIPTION OF MODIFICATION: Contract modification to extend contract for one year to expire on 09/30/2022.			
CONTRACTOR SIGNATURE BLOCK Signature: <u>Taylor Burke Gilman</u> Print Name: <u>Taylor Burke Gilman</u> Title: <u>Director of Gear Wash</u> Date: <u>4/1/21</u> E-mail: <u>taylorburkegilman@gearwash.com</u> Secondary E-mail: <u>burketaylor09@gmail.com</u>		LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen A. Bechtel</u> Print Name: <u>Gretchen A. Bechtel</u> Title: <u>Contracting Officer II</u> Date: <u>04/01/2021</u>	
Distribution: Original – Bid File Copy – Contractor Contracting Officer			



REAL FLORIDA - REAL CLOSE

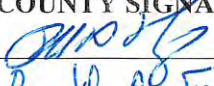
MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 12/1/2020	Contract Number: 20-0720 Title: <u>Personal Protective Equipment Maintenance</u> Effective Date: October 1, 2020
Contracting Officer: Amy Munday E-mail: <u>amunday@lakecountyfl.gov</u> Telephone Number: (352) 343-9389	Contractor Name and Address: Name: FireDex GW, LLC dba Done Right Fire Gear, LLC Address: 780 South Progress Drive City: Medina, Ohio 44256 ATTENTION: Taylor Burk Gilman, Division Manager
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: This contract modification is effective December 01, 2020 for the assignment of Contract 20-0720 from Done Right Fire Gear, LLC (Assignor) to FireDex GW, LLC (Assignee). Assignee accepts all rights and obligations under the Contract. The County hereby consents to the assignment and assumption of this Contract and is hereby released from any further obligation with Assignor arising on or after December 01, 2020.	
ASSIGNOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Teresa L. Gansert</u> Title: <u>CFO</u> Date: <u>12/14/20</u> E-mail: <u>Teri@drfgw.com</u> Secondary E-mail: <u>Teri.gansert@gmail.com</u>	ASSIGNEE SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Taylor Burke Gilman</u> Title: <u>Division Manager</u> Date: <u>12/14/20</u> E-mail: <u>taylor@firedex.com</u> Secondary E-mail: <u>taylor@qcrwash.com</u>

PROCUREMENT SERVICES - DIVISION OF OFFICE OF MANAGEMENT AND BUDGET SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

Scanned with CamScanner

LAKE COUNTY SIGNATURE BLOCK

Signature: 

Print Name: Ronald A Falger

Title: ~~Contracting Officer~~ Procurement Director

Date: 12/14/2020

Distribution:

Original – Bid File
Copy – Contractor
Contracting Officer



CONTRACT NO. 20-0720

For

Personal Protective Equipment Maintenance

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Done Right Fire Gear Repair, Inc.** (hereinafter "Contractor") to supply **Personal Protective Equipment Maintenance** to the County pursuant to County Bid number 20-0720 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2020, and Contractor's Bid response dated 4/5/2020, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: None

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Approved Certificate of Insurance.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 10/1/2020 through 9/30/2021, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Amy Munday*

Contracting Officer II

Date: 6/18/2020

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

The undersigned hereby declares that: DONE RIGHT FIRE GEAR REPAIR INC has examined and accepts the specifications, terms, and conditions presented in this solicitation, satisfies all legal requirements to do business with the County, and to furnish Error! Reference source not found. for which Bid Submittals were advertised to be received no later than 3:00 P.M. Eastern time on Error! Reference source not found.20 and further declares the firm will furnish Error! Reference source not found. according to specifications, terms, and conditions. Furthermore, the undersigned is duly authorized to execute this Bid document and any contracts or other transactions required by award of this solicitation.

The County reserves the right to negotiate with the awarded Vendors for additional services similar in nature not known at time of Bid closing.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor will accept payment through the County VISA- based payment system: Choose an item.

PROMPT PAYMENT DISCOUNT: 3% . if paid within: 10 from invoicing. Note payment is Net 45 days otherwise.

CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the Lake County General Terms and Conditions page and accept the Lake County General Terms and Conditions dated 10/10/2019 as written. YES Failure to acknowledge may result in Proposal being deemed non-responsive.

CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? YES

CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by

another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding Vendor: HUDSON, FL.
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Choose an item. If "yes" is checked, provide supporting detail: PICK UP & DELIVERY& SEMI ON SITE

GENERAL VENDOR INFORMATION:

Firm Name: DONE RIGHT FIRE GEAR REPAIR INC

Street Address: 7621 MARYLAND AVE

City: HUDSON, State and ZIP Code: FLORIDA, 34667

Mailing Address (if different): SAME

Telephone: 727-848-9019 Fax: 727-848-9020

Federal Identification Number / TIN: 41-2185457

DUNS Number: 61-295-1561

BID SIGNATURE:

I hereby certify the information indicated for this bid is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this submittal of behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addendums.

Name of Legal Representative Submitting this Bid: *TERESA GANSERT*

Date: 4/5/2020

Print Name: TERESA GANSERT

Title: CEO

Primary E-mail Address: TERI@DRFGR.COM

Secondary E-mail Address: RENEE@DRFGR.COM

The individual "signing" this quote affirms that the facts stated herein are true and that the response to this solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Done Right Fire Gear Repair		
ITEM #	INSPECTION	UNIT PRICE
1	Inspect Bunker Gear Coat	\$0.00
2	Inspect Bunker Gear Pants	\$0.00
3	Inspect Brush Gear	\$0.00
4	Inspect Single Layer Ensemble/Dual Certified Coats	\$0.00
5	Inspect Single Layer Ensemble/Dual Certified Pants	\$0.00
6	Inspect Jumpsuits	\$0.00
7	Inspect Helmets	\$0.00
8	Inspect Boots	\$0.00
9	Inspect Structural Gloves	\$0.00
10	Inspect Brush Gloves	\$0.00

ITEM #	WASHES	UNIT PRICE
11	Regular Wash Bunker Gear	\$50.00
12	Regular Wash Brush Gear	\$0.00
13	Regular Wash Single Layer Ensemble/Dual Certified Gear	\$0.00
14	Bio Wash Bunker Gear	\$23.00
15	Bio Wash Brush Gear	\$0.00
16	Bio Wash Single Layer Ensemble/Dual Certified Gear	\$0.00
17	Heavy Duty Wash Bunker Gear	\$20.00
18	Heavy Duty Wash Brush Gear	\$0.00
19	Heavy Duty Wash Single Layer Ensemble/Dual Certified Gear	\$0.00
20	Clean/Polish Boots	\$15.00
21	Clean/Polish Helmets	\$10.00
22	Regular Wash Structural Gloves	\$0.00
23	Regular Wash Brush Gloves	\$0.00
24	Bio Wash Structural Gloves	\$0.00
25	Bio Wash Brush Gloves	\$0.00
26	Regular Wash Miscellaneous Items	\$0.00
27	Bio Wash Miscellaneous Items	\$0.00

ITEM #	REPAIR ITEMS	UNIT PRICE
28	Replace Suspender Button	\$1.00
29	Replace D Ring	\$5.00
30	Replace Grommet	\$1.00
31	Replace or Add Hook	\$5.00
32	Replace or Add MIC Tab	\$10.00
33	Replace Rivet	\$1.00
34	Replace Accessory Strap	\$10.00
35	Replace Strap Handles on Bag	\$10.00
36	Add Postman Buckle/Strap	\$10.00
37	Add Leather Tab	\$10.00

38	Replace Thumb Loop	\$5.00
39	Replace Wristlet	\$30.00
40	Replace Snap	\$2.00
41	Replace Zipper on Bunker Gear	\$35.00
42	Replace Zipper on Bag	\$35.00
43	Replace Zipper on Jumpsuits	\$70.00
44	Sew on Letters or Numbers	\$2.00
45	Mark Reflective Letters or Numbers	\$0.00
46	Make and Add New Name Plate	\$26.50
47	Install Pre-Made Name Plate on Coat	\$0.00
48	Move Name Plate	\$0.00
49	Make and Add New Name Plate w/Velcro (on back)	\$31.50
50	Sew on Emblem Patch	\$0.00
51	Install or Replace Flashlight Tab	\$10.00
52	Move Both Knee Pads	\$0.00
53	Re-Stitch Seams	\$0.00
54	Sew Our Patch on Coat	\$0.00
55	Patch Gear with Advance Material	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
56	Patch Gear with Arashield Material	
	3x3 (Small Patch)	\$15.00
	6x6 (Medium Patch)	\$20.00
	10x10 (Large Patch)	\$25.00
57	Patch Gear with Basofil Material	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
58	Patch Gear with Black Advance Material	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
59	Patch Gear with Leather	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
60	Patch Gear with Nomex Material	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
61	Patch Gear with PBI Material	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00

62	Patch Pocket with Kevlar Material	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
63	Patch Gear with Alumized PBI Material	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
64	Patch Gear with Ripstop Materail	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
65	Patch Elbow Patch	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
66	Replace Knee Pad with Arashield	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
67	Replace Knee Pad with Black Advance	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
68	Patch Tarp with Cordura Material	
	3x3 (Small Patch)	\$0.00
	6x6 (Medium Patch)	\$0.00
	10x10 (Large Patch)	\$0.00
69	Replace Scotchlite on Jumpsuit	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
70	Replace Scotchlite on Entire Coat	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
71	Replace Scotchlite on Horizontal Strip	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
72	Replace Scotchlite on Vertical Strip	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
73	Replace Scotchlite on Arm	

	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
74	Replace Scotchlite on Leg	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
75	Replace Scotchlite on Tail	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
76	Replace Scotchlite on Pocket	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
77	Scotchlite Patch	
	Triple Trim / Scotchlite Patch	\$10.00
	Perforated / Diamond Plate Patch	\$20.00
	Comfort Trim Patch	\$30.00
78	Sew Reflective Trim on Jumpsuit	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
79	Replace Reflexite Strip Around Coat	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
80	Replace Reflexite on Entire Coat	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
81	Replace Reflexite on Vertical Strip	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
82	Replace Reflexite on Arm	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
83	Replace Reflexite on Leg	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
84	Replace Reflexite on Tail	
	Triple Trim / Scotchlite Patch	\$0.00

	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
85	Replace Reflexite on Pocket	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
86	Triple Trim Patch	
	Triple Trim / Scotchlite Patch	\$0.00
	Perforated / Diamond Plate Patch	\$0.00
	Comfort Trim Patch	\$0.00
87	Replace Velcro on Chin Guard	\$10.00
88	Replace Velcro on Collar	\$15.00
89	Replace One Piece of Velcro on Collar	\$10.00
90	Replace Velcro on Neck	\$10.00
91	Replace Velcro on Flashlight Strap	\$5.00
92	Replace Velcro on Arm Cuff	\$10.00
93	Replace Velcro on Fly	\$15.00
94	Replace Velcro on Hem of Coat	\$10.00
95	Add Velcro to Cuffs on Jumpsuit	\$0.00
96	Replace Velcro Around Knee Pad	\$15.00
97	Replace Velcro on Bellow Pocket	\$8.00
98	Replace Velcro on Radio or Back Pocket	\$5.00
99	Replace Velcro on Storm Flap	\$15.00
100	Replace Velcro on Liner's Fly	\$4.00
101	Replace Velcro on Harness Tabs	\$2.00
102	Replace Velcro on DRD	\$5.00
103	Replace Velcro on Port Hole	\$4.00
104	Shorten Liner of Pants	\$0.00
105	Shorten Pants	\$10.00
106	Shorten Pants and Liner	\$75.00
107	Create Rapid Rescue Opening in Coat	\$15.00
108	Rapid Rescue Harness for Above	\$15.00
109	Fabricate 10 Foot Howd Strap	\$20.00
110	Fabricate 6 Foot Howd Strap	\$15.00
111	Fabricate SCBA Tags-BLK Adv w/ 3 Letters or Numbers	\$20.00
112	Additional Letters and Numbers for SCBA Tags	\$0.00
113	Miscellaneous Velcro per Inch	\$1.00
114	Miscellaneous Triple Trim per Inch	\$1.00
ITEM #	OTHER CHARGES IF APPLICABLE	UNIT PRICE
115	Pickup/Delivery Charge (Portal to Portal)	\$0.00
116	Mobile On-Site Services Charge	\$12.50

Prices shall be per unit. Actual usage of services is unknown. Anticipated contract value is \$15,000.00 annually.

The following information is required in order for a price redetermination to be considered.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	1.00%
---	--------------

Which does the firm use: Diesel fuel or Gasoline?	Both
---	------

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	53.00%
---	---------------

Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	5.00%
---	--------------

Lake County is exempt from all taxes. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for incorporation into the project.

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

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on any contract(s) resulting from this bid.

The County reserves the right to negotiate with the Awarded Vendor for additional services/items similar in nature not known at time of bid closing.

The following is how the price sheet is broken down between what's included in other lines and what is no charge.

Lines 1,2	included in line 11
Line 6	Included in line 11
Line 7	Included in line 21
Line 8	Included in line 20
Line 66	Included in line 56
Line 89	Included in line 88
Line 104	Included in line 106

The following lines are included in the additional service lines we have provided (Lines 124, 125, 126). This will ensure accuracy on billing.
55, 57-64, 67, 68

The following lines are included in line 77. This will ensure accuracy on billing.
69-76, 78-86

The following lines are no charge:
3- 5, 9, 10, 12, 13, 15, 16, 18, 19, 22- 27, 45, 47, 48, 50, 52-54, 65, 95, 112, 115

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Keyword Search

Office of Procurement Services

Office of Procurement Services Home

[General Terms and Conditions \(v. 2.26.2019\) \(PDF\)](#)[General Terms and Conditions \(v. 10.10.2019\) \(PDF\)](#)[Current Formal Solicitations](#)[Current Informal Solicitations](#)[Upcoming Formal Solicitations](#)[View Term & Supply Agreements](#)[Local Vendor Reciprocal Match Practice \(PDF\)](#)[Procurement Protest Procedures \(PDF\)](#)[Disadvantaged Business Enterprise \(DBE\) Program Policy \(PDF\)](#)[Disadvantaged Business Enterprise \(DBE\) Goal \(PDF\)](#)[Vendor Login/Access](#)[How to Become a Vendor](#)[Public Notices](#)[Contact the Office of Procurement Services](#)[Procurement Services Home](#)

General Information

Lake County BCC

315 West Main St.

P.O. Box 7800

Tavares, Florida 32778

[Disclaimer : Contact Us](#)

Details for Bid Number: 20-0720

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The County may issue changes (addendum) to the solicitation documents. Proposers are responsible for checking this site for any addendum prior to submitting their proposals. Proposals that do not acknowledge the addenda may be rejected. Addendum and another other electronic documents can be found under the "Bid Documents" section. For questions concerning this project, please contact the Contracting Officer listed below by e-mail or telephone.

Bid/RFP Number: 20-0720**Response Deadline:** 4/28/2020 3:00:00 PM**Project Title:** Personal Protective Equipment Maintenance**Status:** Open**Department:** Procurement Services

Project Description: The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids to furnish PERSONAL PROTECTIVE EQUIPMENT MAINTENANCE for Lake County, Florida.

Preconference: None**Contracting Officer:** Amy Munday**Officer Email:** amunday@lakecountyfl.gov**Officer Phone:** 352-343-9839**Agenda Item Number:****Special Notes:****Commodity Code(s):**

- CONTRACTUAL SV-FIRE PROT EQUIP (938-00)
- INSPECTION SVC FIRE-SAFETY (991-400)
- LAUNDRY-DRY CLEANING SVCS (991-510)

Bid Documents:

- [Addendum 1](#)
- [Addendum 2](#)
- [Addendum 3](#)
- [Addendum 3 Attachment](#)
- [Attachment 1 - Bid Submittal Form](#)
- [Attachment 2 - Pricing](#)
- [Attachment 3 - References](#)
- [Exhibit A - Scope of Services](#)
- [Exhibit B - Insurance Requirements](#)
- [Invitation to Bid](#)
- [Revised Attachment 2 Pricing Sheet](#)

[Download Adobe Reader](#)**Submitting a Downloaded Bid Request**

After downloading and completing the solicitation document(s), submit the original and the required number of copies in a sealed, envelope/package to the Office of Procurement Services. The envelope must include the project number, the closing date, and the proposer's name and address. A proposal submitted by telephone, fax or electronically will not be considered for award. The proposal package must be received and time-stamped in the Office of Procurement Services on or before the closing date and time. When applicable, amendments to this project will also be posted at this site. Refer to the solicitation document for complete instructions.

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ITEM #	REPAIR ITEMS	UNIT PRICE
117	Seal Tape Patch up to 12 inches	\$12.00
118	Moisture Barrier Patch Sm (This includes all moisture barrier materials)	\$30.00
119	Moisture Barrier Patch Md (This includes all moisture barrier materials)	\$35.00
120	Moisture Barrier Patch Lg (This includes all moisture barrier materials)	\$40.00
121	Thermal Barrier Patch Sm (This includes all thermal barrier materials)	\$20.00
122	Thermal Barrier Patch Md (This includes all thermal barrier materials)	\$25.00
123	Thermal Barrier Patch Lg (This includes all thermal barrier materials)	\$30.00
124	Outer Shell Patch Sm (This includes all outer shell materials)	\$13.50
125	Outer Shell Patch Md (This includes all outer shell materials)	\$18.00
126	Outer Shell Patch Lg (This includes all outer shell materials)	\$22.50

Work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List no more than five (5) projects. (This form may be reproduced.) LIST LAKE COUNTY GOVERNMENT PROJECTS (past, current, prime, and subcontractor) FIRST.

DONE RIGHT FIRE GEAR REPAIR INC.

PROJECT NAME: MIRAMAR FIRE RESCUE

Agency: MIRAMAR FIRE RESCUE

Address: 2300 CIVIC CENTER PLACE

City, State, Zip code: MIRAMAR, FL. 33025

Contact Person: JULIO ROMAN

Title: CHIEF

Email: JAROMAN@MIRAMARFD.ORG

Telephone: 954-602-3000

Project Cost: UNDETERMINED

Completion Date: COMPLETED YEARLY

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items):

SEMI ON SITE TO CLEAN, TEST & REPAIR ALL PPE TO NFPA 1851-14 & 20

STANDARDS. COMPLETE WORK @OUR FACILITY ALSO

List personnel assigned to this project that will work on the County project (include assignments): A CREW OF 4 GO ON SITE AND 10 IN SHOP

PROJECT NAME: OKEECHOBEE FR.

Agency: OKEECHOBEE FR.

Address: 707 NW 6TH ST

City, State, Zip code: OKEECHOBEE, FL 34972

Contact Person: RALPH FRANKLIN

Title: CHIEF

Email: RFRANKLIN@CO.OKEECHOBEE.FL.US

Telephone: 863-763-5544

Project Cost: UNDETERMINED

Completion Date: CONTINUE

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items):

SEMI ON SITE TO CLEAN, TEST & REPAIR PPE ALSO DO SAME AT OUR FACILITY

List personnel assigned to this project that will work on the County project (include assignments): 4 CREW MEMBERS ON SITE 10 IN SHOP

PROJECT NAME: OSCEOLA COUNTY FR

Agency: OSCEOLA COUNTY FR

Address: 804 N. HOAGLAND BLVD.

City, State, Zip code: KISSIMMEE FL. 34741

Contact Person: JAZIER CLAUDIO

Title: LOGISTICS

Email: JAZIER.CLAUDIO-NEGRON@OSCEOLA.ORG

Telephone: 407-742-6890

Project Cost: UNDETERMINED

Completion Date: CONTINUED

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items):
SEMI ON SITE TO CLEAN, TEST & REPAIR GEAR TO NFPA 1851-14 STANDARDS

List personnel assigned to this project that will work on the County project (include assignments): 4 CREW ON SITE 10 IN SHOP

PROJECT NAME: LARGO FR

Agency: LARGO FR

Address: 201 HIGHLAND AVE

City, State, Zip code: LARGO, FL. 33770

Contact Person: SCOTT COLLINS

Title: LOGISTICS

Email: Click or tap here to enter text.

Telephone: 727-235-8546

Project Cost: UNDETERMINED

Completion Date: CONTINUED

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items):
SEMI ON SITE TO CLEAN, TEST & REPAIR TO NFPA 1851-14

List personnel assigned to this project that will work on the County project (include assignments): 4 ON SITE 10 IN SHOP

PROJECT NAME: SARASOTA FR

Agency: SARASOTA FR

Address: 1660 RINGLING BLVD

City, State, Zip code: SARASOTA, FL. 34236

Contact Person: JIM LOWERY

Title: CHIEF

Email: JLOWERYJR@SCGOV.NET

Telephone: 941-882-2263

Project Cost: UNDETERMIND

Completion Date: CONTINUE

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items):
ALL GEAR PICK UP AND BROUGHT TO SHOP FOR CLEAN, TEST & REPAIR TO NFPA 1851-14 AND DELIVERED

List personnel assigned to this project that will work on the County project (include assignments): 10 IN SHOP



04/01/2020

ITB: 20-0720

Title: Personal Protective Equipment Maintenance

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. To confirm acknowledgement, the vendor must include an electronically completed copy of this addendum with its submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

A. THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

B. The County is not accepting hand delivery of responses to this solicitation. Therefore, the **DELIVERY OF BID section of the solicitation is replaced and now reads:**

DO NOT RESPOND TO THIS SOLICITATION ON-LINE. All submittals must be sealed and clearly marked with BID NAME, NUMBER, and firm name.

Bids must be received by the Lake County Office of Procurement Services, Room 441, Fourth Floor, 315 W. Main Street, Tavares, FL 32778-7800, no later than 3:00 P.M., Eastern Time on the date specified in the solicitation/addendum. Bids received after this time, regardless of circumstance, will not be considered.

Faxes, e-mails, or hand delivery of bids will not be accepted. All bids must be sealed and mailed as follows:

- (1) If using United States Postal Service (USPS), address the package:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

- (2) If using any other mail carrier (e.g. FedEx, UPS), address the package:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
313 SOUTH BLOXHAM AVENUE
TAVARES, FL 32778

Bids are opened and inspected by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site controlled facility prior to delivery to the Office of Procurement Services. A response will not be accepted if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. **It will take one additional day for the package to arrive at the Office of Procurement Services from the Mail Receiving Center.**

All submittals must be received in the Mail Receiving Center at least one day before bid closing to allow enough time for transportation and inspection.

ACKNOWLEDGEMENT

Firm Name: DONE RIGHT FIRE GEAR REPAIR INC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Teresa L. Gansert*

Date: 4/17/2020

Print Name: Teresa L. Gansert

Title: CEO

Primary E-mail Address: Teri@drfgr.com

Secondary E-mail Address: Renee@drfgr.com



04/09/2020

SOLICITATION: 20-0720
Title: Personal Protective Gear

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. To confirm acknowledgement, the vendor must include an electronically completed copy of this addendum with its submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

A. THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

B. QUESTIONS:

- 1) Is everything listed with the word gear piece? **Where specified "Gear Coat" or Gear Pants," yes. Where not specified (ex. "Brush Gear"), it refers to a single ensemble (top and bottom)**
- 2) Can you specify the manufacturer and model of the single layer ensemble/duel certified gear? **FireDex TecGen 51 Level 3**
- 3) Line 46 – Can you specify the type of name panel? Name panel sewn on, name panel with Velcro or, name panel with Velcro and snaps? **Honeywell structural gear – Velcro name plate. Innotex structural gear – Velcro and snap name plate, and TecGen 51 – no name plate.**
- 4) Lines 55-68 Can we break this up in patch size per type? Such as Outer Shell Patch, Moisture Barrier Patch or Thermal Patch by size? Small patch up to 3x3, medium patch up to 6x6 or large patch up to 10x10? **Yes**
- 5) Lines 69-86 Can we list different types of trim? By patch size (1 patch – 12 inches) Types of trim: triple trim/scotchlite patch, perforated/diamond plate patch, comfort trim patch. This would allow us to more accurately bill for repairs. **Yes**
- 6) If we don't charge for something on a line item, do we just put \$0 or sometimes contracts require a .01. What did you want? **You can put \$0**
- 7) Does Lake County require the vendor to perform all services on-site? If so, please describe the steps Lake County will take to ensure the vendor provided facility meets the requirements of NFPA 1851 for cleaning validation of the vendor's portable washing machine. **No, we are not requiring all on-site services. We want the ability to have periodic on-site visits 2 to 3 times a year. Plus, the ability to take to a**

facility for cleaning and repair in-between scheduled visits. If cost prohibits on-site cleaning and repair, then a routine pick-up and return schedule would need to be recommended.

- 8) Does Lake County require a set turnaround (time to complete cleaning, inspection, and maintenance) time from the time the gear is picked up to when it needs to be returned to the firefighter ready to use? If yes, how many days? **On-site cleaning and repair 3 days turnaround if gear is repairable. 7 to 10 days off-site.**
- 9) How many firefighters does Lake County employ? **Does each firefighter have (1) or (2) sets of gear issued? Lake County Fire employs approximately 240 personnel. Most (approximately 80%) has a second set of gear. It is anticipated that by 2021 all members would have their second set issued. We have approximately 40 to 50 sets of spare gear located at our training center in addition to issued gear.**

ACKNOWLEDGEMENT

Firm Name: Done Right Fire Gear Repair Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Teresa L. Gansert*

Date: 4/10/2020

Print Name: Teresa Gansert

Title: CEO

Primary E-mail Address: Teri@drfgr.com

Secondary E-mail Address: Renee@drfgr.com



04/17/2020

SOLICITATION: 20-00720

Title: Type name of Solicitation here

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. To confirm acknowledgement, the vendor must include an electronically completed copy of this addendum with its submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

A. THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

B. QUESTIONS:

C. Exhibit A - Scope of Work - Section 2 - Administrative Reports:

D. Question 1: Please provide a copy of the last quarterly report. *No applicable currently.*

E. Question 2: What is the format of the quarterly report? *Excel preferred.*

F. Question 3: Is electronic submission of the quarterly report acceptable via email? *Yes*

G. Question 4: Please describe the type of proof the County would like to receive that the vendor utilizes Advanced Protective Tracking program? *A signed statement from the vendor listing the program used is sufficient.*

H. Question 5: For item #26 & #27, please define "Miscellaneous Items". *Anything not listed in lines 11-25.*

I. Question 6: For item #35, please provide make/model of bag and strap handle part number. *This is a general reference and could apply to several different brands/models of gear bags.*

J. Question 7: For item #42, please provide make/model of bag and zipper part number. *This is a general reference and could apply to several different brands/models of gear bags.*

K. Question 8: Please provide outer shell, moisture barrier, and thermal liner materials of your gear for the past 10 years. *Our primary gear is OS-Ultra 7.5 oz./TL- Synergy II 2L 7.1 oz/MB-Crosstech Black Type 2F 4*

L. Question 9: Who is your current gear manufacturer? *Our bunker gear is Honeywell/Morning Pride and dual-certified gear is Firedex TecGen*

M. Question 10: Who has been your gear manufacturer(s) for the past 10 years? *Our bunker gear is Honeywell/Morning Pride and dual-certified gear is Firedex TecGen*

ADDENDUM NO. 3

- N. Question 11: For item 109, please provide photo, make, model, and specs for Howd strap. *N/A as this is to be fabricated by the awarded vendor*
- O. Question 12: For item 110, please provide photo, make, model, and specs for Howd strap. *N/A as this is to be fabricated by the awarded vendor*
- P. Question 13: For item 111, please provide photo SCBA Tags-Blk Adv w/3 Letters or Numbers. See attached *SCBAIdentifier.png*
- Q. Question 14: Your response to question 4 stated it's permissible to price patches by size. Will the county revise line items 55-68 on Attachment 2 - Pricing Sheet? *The pricing sheet has been revised with some sizes however, if there are additional sizes that the vendor wishes to submit, they should do so in a separate Excel document and submit with their proposal.*
- R. Question 15: On your answers to questions 4 & 5 you only said "YES" Will you be modifying the contract price list to reflect your answer. *As with question 14, the revised pricing sheet include a few options however, if there are additional options the vendor wishes to submit, please do so on a separate Excel document.*

ACKNOWLEDGEMENT

Firm Name: DONE RIGHT FIRE GEAR REPAIR INC.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Teresa L. Gansert*

Date: 4/20/2020

Print Name: Teresa L. Gansert

Title: CEO

Primary E-mail Address: Teri@drfgr.com

Secondary E-mail Address: Renee@drfgr.com



Done Right Fire Gear Repair Inc.

7621 Maryland Ave
Hudson. FL 34667

(727) 848-9019
FAX (727) 848-9020

- Done Right Fire Gear Repair is an ISP certified company for 25 years locally based in Hudson.
- Done Right Fire Gear Repair offers a semi on site to do all and any Annual Cleanings, Advanced Inspections, and repairs all within a 36-hour turnaround time.
- DRFGR has a 24-hour Emergency turn around time and a 24-hour emergency pick-up and delivery service at no charge. (727 420-9491)
- DRFGR allows Lake County Fire Rescue to be NFPA 1851-14 compliant and will continue to keep Lake County Fire Rescue NFPA 1851-14 compliant.
- DRFGR can set up a pick up and drop off service until all sets of PPE is completed with Cleaning, testing and repairs.
- DRFGR offers a pick up and drop off service at no charge. This service can be on a weekly or biweekly basis and can be located at Lake County Fire Headquarters, multiple departments, or an as needed location.
- DRFGR can pick up to 50 sets per week or however Lake County Fire Rescue and DRFGR wish to set up the pickup and delivery process.
- DRFGR will track ALL PPE we touch in shop or on site.
- DRFGR tracks all of Lake County Fire Rescue's PPE with Done Right Gear Tracker. This includes an Inventory list, Personnel with their assigned PPE, hire dates, manufacturing dates, helpful reports such as what will be out of service within 6 months to a year, an annual cost report, and more! This tracking system also allows you to scan any item with a barcode scanner & reader to quickly pull up information on an on the go basis. It will also allow the customer to view any current PPE in DRFGR's possession. This Tracking system is NO charge.
- DRFGR will aide and assist Lake County Fire Rescue to become compliant with NFPA 1851-14 standards and will assist with continued compliance. This will include an in-person Gear Tracking system training with any additional training upon request.



DONE RIGHT

FIRE GEAR REPAIR

7621 Maryland Ave.
Hudson, FL 34667
P: (727) 848-9019
F: (727) 848-9020

New On-site Department Checklist

DEPARTMENT INFORMATION

Name: _____ Est. Start Date: _____
Point of Contact: _____ Alt. Point of Contact: _____

INFO

Will we be assigning personnel? ☐ Yes ☐ No

POLICIES Initial

- 30 Sets per day maximum. Mon-Thurs
- 100 Set per week minimum*
- The department shall be responsible for figuring out how, where and when the gear will be delivered.
- Gear must be delivered by 9:00AM every day.
- Gear is washed and tested when received, then dried that night. Repairs begin the following morning and ready for deliveries by department personnel that morning/afternoon.
- Department will install the receptacle purchased from DRFGR to provide on-site power.
- Receptacle price \$150.00 ☐ Already installed

CONTRACT INFO check one

☐ Department Contract: _____ ☐ Sole Source ☐ Regular Price List

ARTICLES TO BE CLEANED/ INSPECTED

☐ Boots: _____ Total pairs to be Cleaned and Inspected
☐ Helmets: _____ Total to be Cleaned and Inspected
☐ Bunker Gear: _____ Total sets to be Cleaned and Inspected

SEMI REQUIREMENTS

☐ Less than 250' from water/ hydrant. ☐ Less than 75' from power.
☐ Less than 75' from drain/ sewer. ☐ Leave the tractor attached.

ADDITIONAL SERVICES

☐ Updating Personnel Info: • First and last name • Badge number

*A minimum of _____ sets will be billed for both cleaning and annual inspection; any additional sets or repairs will be billed later.

Initial: _____

Customer Signature: _____

Date: _____

Test Verification of Conformity

On the basis of the tests undertaken, the sample(s) of the below product have been found to comply with the requirements of the referenced specifications at the time the tests were carried out.

Applicant Name & Address	Done Right Fire Gear Repair 7621 Maryland Ave Hudson, FL 34667
Advanced Inspection	Verified
Advanced Cleaning	Verified
Repair Category Tested	Outer Shell Thermal Liner WL Gore Crosstech 2 Layer Type 2C Moisture Barrier WL Gore Black Crosstech Type 2F Moisture Barrier WL Gore RT7100 Type 3D Moisture Barrier Stedfast Stedair 3000 Moisture Barrier Stedfast Stedair 4000 Moisture Barrier
Relevant Standard(s)/Specifications(s)	NFPA 1851 Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 2014 Edition Chapter 11
Verification Issuing Office Name & Address	Intertek 3933 US Route 11 Cortland, NY 13045
Date of Test(s)	04/29/2019 – 07/15/2019
Verification/Report Number(s)	103912575CART-001
Verification Effective Date	07/15/2019 – 07/15/2020

NOTE: This verification is part of the full test report(s) and should be read in conjunction with it.

This Verification is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Verification. Only the Client is authorized to permit copying or distribution of this Verification. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Verification are relevant only to the sample tested/inspected. This Verification by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.



Signature

**Ann Overbaugh
Program Coordinator
07/17/2019**



DONERIG-01

BRUCEH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barrett Harding Insurance Inc. 10014 Grove Dr. Ste A Port Richey, FL 34668	CONTACT NAME		
	PHONE (A/C, No, Ext): (727) 697-3200	FAX (A/C, No): (727) 819-2543	
	E-MAIL ADDRESS: Commercial@BarrettHarding.com		
INSURED Done Right Fire Gear Repair Teri Moulton 7621 Maryland Avenue Hudson, FL 34667	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale		41297
	INSURER B: Owners		32700
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		CPS3185354	5/22/2019	5/22/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
B	☒ AUTOMOBILE LIABILITY						
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4960954000	10/28/2019	10/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Class Code: 14733--Repair and Laundry r/a Laundry and Cleaning Stores

Class Code: 49950--Blanket of Additional Insured-GL

Class Code: 44444--Blanket Waiver of Subrogation-GL

Certificate holder is also named as an additional insured on General Liability

CERTIFICATE HOLDER

CANCELLATION

Lake County, A Political Subdivision of the State of Florida,
and the Board of County Commissioners
PO Box 7800
Tavares, FL 32778

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce Hall

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED Done Right Fire Gear Repair Inc 7621 Maryland Ave Hudson FL 34667		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company of America NAIC # 25666 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1445045

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A N	UB8N66494919	07/17/2019	07/17/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Lake County, A Political Subdivision of the State of Florida, and the Board of County Commissioners PO Box 7800 Tavares FL 32778	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
DONE RIGHT FIRE GEAR REPAIR INC.

Filing Information

Document Number	P05000138652
FEI/EIN Number	41-2185457
Date Filed	10/11/2005
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	05/21/2009
Event Effective Date	NONE

Principal Address

7621 Maryland Ave.
Hudson, FL 34667

Changed: 02/26/2014

Mailing Address

7621 Maryland Ave
Hudson, FL 34667

Changed: 02/26/2014

Registered Agent Name & Address

1959
9254 GLEN MOOR LN.
PORT RICHEY, FL 34668

Name Changed: 01/15/2020

Address Changed: 07/12/2011

Officer/Director Detail

Name & Address

Title CEO

Gansert, TERESA L
9254 GLEN MOOR LN.
PORT RICHEY, FL 34668

PASCO COUNTY BUSINESS TAX RECEIPT

2020

Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.



ACCOUNT # 84480

SIC CODE 7219.00

MIKE FASANO

TAX COLLECTOR

PASCO COUNTY FLORIDA

TYPE OF BUSINESS
ALTERATIONS

STATE LICENSE #

DONE RIGHT FIRE GEAR REPAIR INC

7621 MARYLAND AVENUE
HUDSON, FL 34667-3290

OWNER/QUALIFYING AGENT
MOULTON TERESA L

LOCATION ADDRESS:
7621 MARYLAND AVENUE
HUDSON, FL 34667-3290

DATE	RECEIPT	AMOUNT
09/16/2019	19-1-127381	13.75

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dane Right Fire Gear Repair 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.
7621 Maryland Ave

6 City, state, and ZIP code
Hudson, FL 34667

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

41-2185457

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 **[Signature]** Date ▶ **4-21-20**

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.

Form **W-9** (Rev. 10-2018)

Cat. No. 10231X



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

DATE: April 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval to Obtain the "moundora.gov" Domain Name

Introduction:

This is a request for City Council to approve the request to obtain the "moundora.gov" domain name.

Discussion:

The Cybersecurity & Infrastructure Security Agency (CISA) oversees the management of ".gov" domain names. To further government efforts to combat cybersecurity threats, CISA has been urging all government municipalities to begin moving their domain names (.com, .org, .net, etc.) to the .gov domain. This request will be to receive the "moundora.gov" domain name for web and email use. The following are several advantages to migrating to a ".gov" domain:

- CISA verifies that the .gov domain is ONLY available to governments
- When emailing (sending and receiving) and browsing web sites, citizens are more confident in the authenticity of the .gov domains
- These domains are difficult to spoof
- All web browsers are designed to only connect to ".gov" websites with encryption
- Moving all governments to a ".gov" web and email presence has been identified as a nationwide security objective (future grant funding may require a ".gov" domain)

Budget Impact:

N/A

Strategic Impact:

Infrastructure

Recommendation:

City Council approve request to obtain the "mountdora.gov" domain name.

Attachment(s):

1. Domain requirements _ .gov
2. .gov Registration Request Letter For Mayor to Sign

Prepared by: Jim Faulkner, Director of Information Technology
Reviewed by: Jim Faulkner, Director of Information Technology
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/16/2023
Approved - 4/11/2023
Approved - 4/11/2023
Final Approval - 4/11/2023

[Skip to main content](#)



An official website of the United States government

Here's how you know

Need to update your domain? [Go to the .gov registrar.](#)



Official websites use .gov

A **.gov** website belongs to an official government organization in the United States.

**Secure .gov websites use HTTPS**

A **lock** or **https://** means you've safely connected to the .gov website. Share sensitive information only on official, secure websites.

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<https://get.gov/registration/requirements/>

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- [Domain requirements](#)
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Contents

- [General requirements](#)
- [Specific requirements](#)

Domain requirements

When government organizations use a .gov domain name to serve the public on the internet, they make it easy to know that their services are official. That's because every request for a .gov domain name is carefully examined by the DotGov program to ensure it is from a genuine U.S.-based government or public sector organization.

We (the DotGov program) have rules that minimize the risk that .gov domain names could mislead users about the source or purpose of a given government organization or activity, and we require registrants to carefully maintain a .gov domain name after registration.

This document outlines the general requirements that apply to all .gov registrants, as well as the specific requirements that apply to certain types of government organizations. These requirements may be updated in the future. Registrants will be provided advance notice of updates.

Pursuant to the [DOTGOV Act of 2020](#) ([6 U.S.C. § 665\(c\)\(4\)](#)), CISA will establish policies to limit the sharing or use of any information obtained through administration of the .gov top-level domain with any other component of the Department of Homeland Security or any other agency for any purpose other than the administration of the .gov internet domain, supporting services we may offer, and the establishment of a .gov inventory.

General requirements [Anchor link for: general requirements](#)

- [Eligibility](#)
- [Naming requirements](#)
- [Required and prohibited activities](#)

Eligibility [Anchor link for: eligibility](#)

Only U.S.-based government and public sector organizations are eligible to obtain a .gov domain. This includes any federal, state, local, or territorial government entity, or other publicly controlled entity. It also includes any tribal government recognized by the federal government or a state government. Eligibility is determined by the DotGov Program, which will be informed by the United States Census Bureau's [criteria for classifying governments](#).

Determining eligibility [Anchor link for: determining eligibility](#)

Eligibility is attested through a [letter](#) signed by your “authorizing authority”. The title of the official fulfilling this role varies between government organizations, but it is usually the chief information officer (CIO), the

highest-ranking executive, or the highest elected official; see the [specific requirements](#) section below for more information regarding the appropriate official for your letter.

The letter includes address and contact information. We review the letter, may review or request founding documentation (such as legislation, a charter, or applicable bylaws), and may review or request additional records to verify the authorizing authority's claim that they are affiliated with a U.S.-based government organization. Additional governmental and commercial data sources may be used to establish the authenticity of the request and verify the information shared in the letter.

.gov domains are registered for a 1-year period, but do not automatically expire. During the renewal process, registrants must review their eligibility and domain contact information to verify accuracy. We may contact you as part of the renewal process, and may also request an updated authorization letter or other information.

Naming requirements[Anchor link for: naming requirements](#)

While domain names *must* be globally unique, municipalities and their initiatives can have similar or identical names. Our naming rules are intended to avoid confusion about the registering organization's name or services.

Correspondence[Anchor link for: correspondence](#)

Domain names must correspond to your organization's name or services and must not be likely to mislead or confuse the general public, even if your domain is only intended for a specific audience.

Generic terms[Anchor link for: generic terms](#)

Only federal agencies can register domain names that consist solely of generic terms, like "licenses.gov," "vote.gov," and "benefits.gov." However, a domain name like marylandvotes.gov could be allowed since the origin of service is explicitly and unambiguously identified.

Exceptions, including abbreviations[Anchor link for: exceptions including abbreviations](#)

Exceptions to these requirements will be considered on a case-by-case basis. This includes requests for domain names with abbreviations (other than standard state or territory two-letter abbreviations). Some classes of exceptions are outlined in [city and county domains](#) below.

Name allocation[Anchor link for: name allocation](#)

In the case of a name conflict, we will allocate domain names to the most appropriate party, at our discretion. We do not operate under a "first come, first served" basis, and we may apply discretion when allowing or denying domain requests.

Required and prohibited activities[Anchor link for: required and prohibited activities](#)

The .gov domain exists to support a broad diversity of government missions and creative public initiatives, and, as a general matter, the DotGov program does not review and audit how organizations use their domains.

However, misuse of an individual .gov domain can reflect upon the integrity of the entire .gov space. There are a few categories of misuse that are statutorily prohibited or abusive in nature.

Required activities[Anchor link for: required activities](#)

Contact information[Anchor link for: contact information](#)

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We ask that you maintain current and accurate contact information with us, and generally be responsive if we reach out to you. This includes asking you to maintain points of contact in the .gov registrar. In general:

- An *administrative contact* is the person who controls or approves content on the domain and is the manager of operations for the domain.
- The *technical contact* is the person who directly manages or operates your DNS.

Additionally, we strongly recommend the creation and use of a [security contact](#).

Prohibited activities[Anchor link for: prohibited activities](#)

Commercial purposes[Anchor link for: commercial purposes](#)

A .gov domain must not be used for commercial purposes, such as advertising benefitting private individuals or entities.

Political campaigns[Anchor link for: political campaigns](#)

A .gov domain must not be used for political campaign purposes.

Illegal content[Anchor link for: illegal content](#)

A .gov domain must not be used to distribute or promote material whose distribution violates applicable law.

Malicious cyber activity[Anchor link for: malicious cyber activity](#)

.gov is a trusted and safe space. .gov domains must not distribute malware, host open redirects, or otherwise engage in malicious cyber activity.

Domain suspension[Anchor link for: domain suspension](#)

The DotGov program may need to suspend or terminate a domain registration for violations. Registrants should respond in a timely manner to communications about prohibited activities.

When we discover a violation, we will make reasonable efforts to contact a registrant, including:

1. Emails to domain contacts
2. Phone calls to domain contacts
3. Notification to the authorizing authority
4. Notification to the government organization generally, a parent organization, or potentially affiliated entities

The DotGov program understands the critical importance of the availability of .gov domains. Suspending or terminating a .gov domain is reserved only for prolonged, unresolved serious violations where the registrant is non-responsive. We will make extensive efforts to contact registrants and to identify potential solutions, and will make reasonable accommodations for remediation timelines proportionate to the severity of the issue.

The public may report suspected security issues or other serious violations to dotgov@cisa.dhs.gov; vulnerability notifications should generally be sent to the domain's [security contact](#) if the registrant has set one,

or otherwise to dotgov@cisa.dhs.gov.

Specific requirements [Anchor link for: specific requirements](#)

- [Federal](#)
 - [Legislative](#)
 - [Executive](#)
 - [Judicial](#)
- [Tribal](#)
- [State and U.S. territory](#)
- [Interstate](#)
- [Independent intrastate](#)
- [City and county](#)

Federal domains [Anchor link for: federal domains](#)

All [general requirements](#) apply. Use the [federal authorization letter template](#).

Legislative branch authorizing authority [Anchor link for: legislative branch authorizing authority](#)

Domain requests from the Senate and House of Representatives, including their offices and organizations, must come from the Senate Sergeant at Arms, or the House Chief Administrative Officer.

Domain requests from legislative branch agencies must come from the agency's head or CIO.

Domain requests from legislative commissions must come from the head of the Commission, or the head or CIO of the parent agency, if there is one.

Executive branch [Anchor link for: executive branch](#)

- [Submitting domain requests](#)
- [Review of requests](#)
- [Naming requirements](#)
 - [Brand or product identity](#)
 - [Generic terms](#)
 - [Unique and unambiguous](#)
 - [Length and characters](#)
 - [Variations](#)
- [Required and prohibited activities](#)

Submitting domain requests [Anchor link for: submitting domain requests](#)

Federal executive branch agency requests for new .gov domains will be reviewed by the Office of Management and Budget (OMB) as required by [M-23-10](#), "The Registration and Use of .gov Domains in the Federal Government."

When submitting a [request](#), you must describe:

- what the domain will be used for,
- who the intended audience is for the domain, including primary users, and
- why the specific domain name is needed and how it follows the naming requirements.

All domain requests must have the approval of the agency's Chief Information Officer, or the head of the agency.

Review of requests [Anchor link for: review of requests](#)

OMB will review domain requests from Federal executive branch agencies. Agencies can establish .gov domain names for any legitimate purpose, and are encouraged to register domains as needed to most effectively meet their mission. However, .gov domain names are a shared resource across all U.S.-based government organizations and agencies have a responsibility to carefully consider how potential domain names might impact the public and how they interact with government information and services.

OMB reviews all domain requests from the Federal executive branch to:

- ensure agencies are following relevant policies and domain name requirements,
- help avert or resolve potential domain-naming conflicts between agencies,
- reduce confusion arising from overuse of similar domain names, and
- reduce issues of misalignment between a domain name and its intended use.

In areas of domain name conflict, OMB will seek resolution with the agencies involved. OMB may deny a domain name request or a domain name renewal, or may request that an agency transfer ownership of an existing domain to another agency to remediate potential conflict or confusion. Agencies that do not follow the requirements and prohibitions below may have the relevant domain name transferred, terminated, or not renewed.

Naming requirements [Anchor link for: naming requirements 1](#)

A good domain name is memorable, not longer than necessary, and describes your organization or service in an unambiguous way.

Brand or product identity [Anchor link for: brand or product identity](#)

A domain name helps establish brand identity. You should be careful when establishing domain names as not everything an agency does warrants a separate brand or product identity.

Agencies should use domain names to delineate:

- organizations (e.g., the agency name or bureau name),
- products (e.g., an online tool),
- services,
- programs, or
- initiatives.

You are encouraged to establish a new domain name when there is a clear need to provide online information, tools, and services to a user population based on public or business needs. Related information, content, tools, and services should be collocated on one domain so that your users do not have to navigate multiple websites to complete tasks.

You are discouraged from establishing separate domain names for smaller or minor organizational divisions, products, or services. For smaller units, you are encouraged to use subdomains or URL paths on existing domains.

Example: GetHelp.gov

- An agency wants to create a new initiative using GetHelp.gov rather than using a path within their existing URL (Agency.gov/gethelp). The agency believes that it is easier to remember, and a shorter name works

better for marketing materials (e.g., posters, pencils, T-shirts, commercials, etc.) to redirect to the existing site. Agency submits request to the .gov Registry.

- OMB reviews and denies the request for GetHelp.gov because the agency has not demonstrated that the public would benefit from additional branding or a new standalone domain name. Agency launches the new initiative at Agency.gov/gethelp.

Generic terms [Anchor link for: generic terms 1](#)

Agencies may request generic domain names. Generic names should be used sparingly for:

- broad government-wide efforts, or
- multi-agency collaborations.

Generic names may not be approved when an agency lacks significant or singular authority over a thematic topic. While a generic domain name is easier for people to remember than an unfamiliar brand, the intended use of the domain should match the potential public expectation for that domain name.

Example: Careers.gov

- An agency wants to promote their available job openings through a new domain, Careers.gov. The agency requests the domain name from the .gov Registry.
- OMB reviews and denies the request for Careers.gov because the domain would be used for job postings only for a particular agency, not for a broad government-wide or multi-agency initiative.
- The agency should instead host their website as either a subdomain, (e.g., careers.agency.gov), or as a path (e.g., Agency.gov/careers).

Unique and unambiguous [Anchor link for: unique and unambiguous](#)

Agencies should avoid domain names that could be ambiguous or likely to mislead or confuse the general public, even if the domain is only intended for a specific audience or purpose.

If a domain name can be used to describe many different things in different contexts, agencies should request a domain name that is more specific.

Example: AppealsBoard.gov

- An agency is getting ready to launch a new appeals board that it will support and submits the request for AppealsBoard.gov to the .gov Registry.
- OMB reviews and denies the request for AppealsBoard.gov because it will not be clear to the public which specific appeals board will be represented by that domain.

Length and characters [Anchor link for: length and characters](#)

A good domain name is no longer than necessary. Agencies should strive to keep their domain name under 15 characters. Longer domain names are harder to remember, and more prone to errors when typed.

Domain names should:

- generally be at least three characters,
- generally not longer than 30 characters,
- include only letters, numbers, or a hyphen (other characters, including spaces are not permitted), and
- not begin or end with a hyphen.

Example: ChildPoverty.gov and
TimeForYouToTakeActionAboutChildPovertyInYourNeighborhood.gov

- An agency submits a request for TimeForYouToTakeActionAboutChildPovertyInYourNeighborhood.gov and ChildPoverty.gov to the .gov Registry.
- OMB reviews and denies the domain name request for TimeForYouToTakeActionAboutChildPovertyInYourNeighborhood.gov because of the length (57 characters). OMB approves the domain name request for ChildPoverty.gov, which is shorter in length and a more memorable domain name that describes the product or service which the domain will serve.

Variations [Anchor link for: variations](#)

Agencies should avoid requesting unnecessary domain name variants unless there is a compelling need. Each domain name variation request will need a compelling justification, specific to that request (multiple requests can be on the same authorization letter).

Variations of domain names could include:

- alternative name,
- different spellings, typos, or misspellings,
- foreign language equivalents, or
- acronyms.

You may not defensively register variations of a .gov domain name. While this practice may be common when registering domains open to the general public, the .gov domain space is not first come, first serve and agencies do not need to protect against unauthorized use of their brands. Additional domain names for the same use case may not be approved.

Example: Expand.gov, Epxand.gov, and Expandir.gov

- An agency submits their request for Expand.gov, Epxand.gov, and Expandir.gov for a new initiative to the .gov Registry.
- OMB reviews and approves the request for Expand.gov, based on the agency's justification for the use of the generic term.
- OMB also approves the domain name Expandir.gov because the agency's justification is that the program is primarily targeted for Spanish-speaking Americans.
- OMB denies Epxand.gov because the agency's justification was related to a hypothetical concern about typographical errors, and an additional domain with a redirect was not warranted.

Required and prohibited activities [Anchor link for: required and prohibited activities 1](#)

Prohibitions on non-governmental use [Anchor link for: prohibitions on non governmental use](#)

Agencies may not use a .gov domain name:

- on behalf of a non-federal executive branch entity, or
- for a non-governmental purpose.

Additional requirements for domains [Anchor link for: additional requirements for domains](#)

As required by the DOTGOV Act, agencies must ensure that any website or digital service that uses a .gov domain name is in compliance with the 21st Century Integrated Digital Experience Act.

Judicial branch authorizing authority[Anchor link for: judicial branch authorizing authority](#)

Domain name requests for any judicial branch agency (excluding the Supreme Court of the United States), must be authorized by the director or CIO of the Administrative Office (AO) of the United States Courts.

Domain requests from the Supreme Court of the United States must be authorized by the director of information technology for the Supreme Court of the United States.

Tribal domains[Anchor link for: tribal domains](#)

All [general requirements](#) apply. Use the [tribal authorization letter template](#).

Tribal governments recognized by the federal government or a state government may request a .gov domain name. If desired, tribal domains may include the suffix -nsn, for native sovereign nation.

State and U.S. territory domains[Anchor link for: state and us territory domains](#)

All [general requirements](#) apply. Use the [state/territory authorization letter template](#). (All references to “state” includes U.S. territories.)

State origin[Anchor link for: state origin](#)

State .gov domains must include the [two-letter state abbreviation](#) or clearly spell out the state name. Use of a hyphen is permitted but not recommended. Examples include:

- UtahGovernor.gov
- ColoradoDOT.gov
- NJRecycling.gov
- FloridaHeathDepartment.gov

Executive branch authorizing authority[Anchor link for: executive branch authorizing authority](#)

Governors or a state CIO must sign the authorization letter for state executive branch domain requests. To determine the identity of your state CIO, check out [nascio.org](#).

Legislative and judicial branch authorizing authority[Anchor link for: legislative and judicial branch authorizing authority](#)

State legislatures and courts obtain authorization from their CIO or highest-ranking executive, independent of their state executive branch.

Special district functions[Anchor link for: special district functions](#)

Authorities like a water district that are publicly controlled instruments of state government may obtain a .gov domain once approved by the state CIO, who will ensure these entities are publicly controlled by the state. Utilities and regional authorities that provide services such as water and sanitation, but which are publicly controlled by the state, are not eligible for registration as a state domain. However, they may be eligible for registration as an [independent intrastate domain](#).

Interstate domains[Anchor link for: interstate domains](#)

All [general requirements](#) apply. Use the [interstate authorization letter template](#).

Interstate (*multi-state*) governmental organizations are most frequently formed via legislation from Congress or from a legal accord between, or passed by, the state governments of **two or more states**. Examples include multi-state commissions, organizations that manage interstate compacts, or port authorities that operate across jurisdictions.

The authorization letter for a domain name must:

- be signed by the highest-ranking executive (president, director, chair, or equivalent).
- link to, or have as an appendix, authorizing legislation, applicable bylaws or charter, or other documentation to support the organization's claim of being a bona fide interstate governmental organization.
- list all the participating states.
- include a reference to your geographic area of jurisdiction.

Alternatively, instead of a letter containing this information, one or more of a state's governors or CIOs can submit an authorization letter.

Domain names must represent your organization or institutional name, not solely the services you provide. Generic domain names are reserved for federal agencies. Examples include:

- AlabamaSoilandWater.gov
- GulfCoastWaterAuthority.gov
- SpaceFlorida.gov
- WmataOIG.gov

Independent intrastate domains [Anchor link for: independent intrastate domains](#)

All [general requirements](#) apply. Use the [independent intrastate authorization letter template](#).

Independent intrastate (*within a single state*) governmental organizations are most frequently formed via state or local legislation, where authority is vested in them to operate fully or quasi-independently from the state. Examples include organizations authorized by law that operate a jurisdiction's elections, manage regional transit, or do area-wide economic planning with governance independent from e.g., the executive branch.

The authorization letter for a domain name must:

- be signed by the highest-ranking executive (president, director, chair, or equivalent).
- link to, or have as an appendix, authorizing legislation, applicable bylaws or charter, or other documentation to support the organization's claim of being a bona fide intrastate governmental organization that is independent from the state.
- include a reference to your geographic area of jurisdiction.

State origin [Anchor link for: state origin 1](#)

Independent intrastate .gov domains must include the [two-letter state abbreviation](#) or clearly spell out the state name. Use of a hyphen is permitted but not recommended. Examples include:

- Coloradoarta.gov
- NYpa.gov
- PortHouston.gov

- TechshareTX.gov

City and county domains [Anchor link for: city and county domains](#)

All [general requirements](#) apply. Use the [city/county authorization letter template](#).

Authorizing authority [Anchor link for: authorizing authority](#)

The authorization letter must be signed by the mayor, chair of the county commission, or the equivalent highest elected official.

Origin [Anchor link for: origin](#)

City and county .gov domains must include the [two-letter state abbreviation](#) or clearly spell out the state name. Use of a hyphen is permitted but not recommended. Examples include:

- CedartownGeorgia.gov
- CityofEudoraKS.gov
- MadisonCountyTN.gov
- WallawallaWA.gov

Counties or parishes must use the word “county” or “parish”. For cities, “City of”, “Town of”, or similar in the domain name is optional.

Special district functions [Anchor link for: special district functions 1](#)

Authorities like a water district that are the instruments of local government may obtain a .gov domain once approved by the authorizing authority. Utilities and regional authorities that provide services such as water and sanitation which are not operated by the municipality are not eligible. They may be eligible for an [independent intrastate domain](#), however.

City and county exception requests [Anchor link for: city and county exception requests](#)

Exceptions can be made for city and county domain names. To qualify for an exception, you should meet at least one of the following three criteria:

1. *Unique*: City and county names that are not duplicative of any other city, county, parish, town, borough, village, or equivalent elsewhere in the country at the time of issuance can be registered without needing a reference to the origin. This will be determined by using Census Bureau’s [National Places Gazetteer Files](#).
2. *Well-known*: Certain cities are so well-known that they may not require a state reference to clearly communicate location. The list of US “dateline cities” in the Associated Press Stylebook will be reviewed.
3. *Most populous*: Census maintains [population data](#) for the United States. DotGov will allow the largest 50 cities’ names to be registered without a state suffix.

The authorization letter should provide your organization’s rationale for meriting an exception. Domain name exception requests that result in a generic name will likely be denied. Similarly, abbreviations are not authorized unless an exception is granted.

Questions [Anchor link for: questions](#)

We invite you to send questions regarding these requirements (or suggestions for improving them) to dotgov@cisa.dhs.gov or to our [GitHub repository](#).

[Return to top](#)

Contact us

Phone: [1-877-734-4688](tel:1-877-734-4688)

Email: registrar@dotgov.gov

A large graphic featuring the ".gov" logo in a light blue color. The logo is centered on a dark blue rectangular background that has a slight 3D effect with a shadow. The ".gov" text is in a bold, sans-serif font, with the dot being a solid square.

Tools and services

- [Manage your domain](#)
- [Use our data](#)
- [WHOIS search](#)

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- [Domain security best practices](#)

Info and policies

- [Cybersecurity & Infrastructure Security Agency](#)
- [USA.gov](#)
- [Privacy policy](#)
- Help us improve this site on [GitHub](#)



CITY OF MOUNT DORA

M A Y O R

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

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

04/18/2023

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As Mayor for City of Mount Dora, I request that responsibility for the domain name **mountdora.gov** be delegated to my municipality.

The domain name **mountdora.gov** will enhance the city's ability to promote itself to outside visitors and will serve as a form of validity to our website knowing it has been verified by the government for use as a municipal domain name.

Mount Dora is home to more than 17,000 residents. The city retains the flavor of a small town with many historic buildings and its large canopy of oak trees and is known for its variety of antique and specialty shops and numerous special events throughout the year. Mount Dora offers a unique downtown overlooking Lake Dora where you can take a leisurely stroll among the charming boutique shops, restaurants, and art galleries, or perhaps take a seaplane/boat/walking tour for an enhanced experience. Today, Mount Dora is a still-growing city with a flair for the arts, and the city remains a popular tourist destination.

In order to obtain and maintain Mountdora.gov City of Mount Dora will meet the general and specific requirements for federal agencies, found at <https://get.gov/registration/requirements>.

The following will be listed as contacts for **mountdora.gov**, which the City of Mount Dora will keep up to date in the .gov registrar.

Administrative Contact

Jim Faulkner
Director of Information Technology
510 N Baker St Mount Dora, FL 32757
352-735-7108
Jim.Faulkner@cityofmountdora.com

Technical contact

Jason Marlar
Deputy Information Technology Director
510 N Baker St Mount Dora, FL 32757
352-735-7108
Jason.Marlar@cityofmountdora.com

I understand that if I wish to retire **mountdora.gov**, I must submit a written request to registrar@dotgov.gov.

Sincerely,

Crissy Stile
Mayor



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

DATE: April 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization with Neel-Schaffer for Donnelly Street Resurfacing Project from 5th Avenue to US Highway 441

Introduction:

This is a request for City Council to approve the Task Authorization with Neel-Schaffer for the Donnelly Street resurfacing project.

Discussion:

This is a request for City Council approval of the attached task authorization to engineering consultant, Neel-Schaffer, for engineering services to survey, design, produce plans, and obtain permits, among other things, for resurfacing approximately 1.6 miles of North Donnelly Street. The project begins at the intersection with 5th Avenue and ends at US Highway 441.

The project is to include various roadway structure and sidewalk improvements in addition to pavement resurfacing. Plans will include pedestrian safety improvements at all crosswalk locations that exist on Donnelly Street. Landscape and streetscape improvements and planting of trees will be proposed where appropriate. The design will include the addition of left turn lanes on Donnelly Street at West Jackson Avenue and a possible traffic circle or other entrance feature on Donnelly at Limit Avenue.

Upon Notice to Proceed, the engineering design will proceed to completion in a single assignment and is segmented into four sections for practical purposes. The construction project will be segmented for completion over the course of several years based on available funds.

Our goal is to begin construction activity on engineering segment 1 in the latter part of this fiscal year while the engineer continues to complete plans for the entire four segments. Engineering work is projected to be complete in early 2024.

Budget Impact:

No impact on the budget. Funds have been budgeted for the FY 2022-23 at GL 310-5555-580.63-01-RS2310.

The total engineering fee for this authorization is proposed in the amount of \$380,667.00.

Strategic Impact:

Objective 2.2. Enhance pedestrian safety-crosswalk & traffic calming solutions

Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council approve the attached task authorization to initiate the engineering work needed for improvements to the 1.6 miles of North Donnelly Street, north of 5th Avenue.

Attachment(s):

1. Task Authorization.NS.DonnellyStRoadwayImprovements signed

Prepared by: GEORGE MAREK, Interim Public Works Director

Reviewed by: GEORGE MAREK, Interim Public Works Director

Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 3/27/2023

Approved - 4/3/2023

Approved - 4/12/2023

Approved - 4/12/2023

Final Approval - 4/12/2023

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Neel-Schaffer, (Contractor) and the City of Mount Dora, approved under Resolution 2018-176, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$380,667.00

Budget Account Number:
310-5555-580.63-01-RS2310

City Project Manager: George Marek

Contractor: Neel-Schaffer

Contractor Project Manager: Steven Cockerham

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

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

Recommended By:

Print: George Marek, P.E., Director of Public Works

Date: 3/27/2023

Signature: 

Reviewed By:

Print: _____

Date: _____

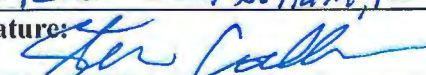
Signature: _____

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name:
STEVEN Cockerham, PE

Print Name:

Signature: 

Signature:

Date:
3-27-2023

Date:

Exhibit A Scope of Work

The City of Mount Dora (the “City”) has requested Neel-Schaffer, Inc. (the “Engineer”) provide Engineering design services, prepare construction plans and apply for required permits for the construction of roadway, sidewalk and landscaping improvements for a 1.62 mile portion of North Donnelly Street, see Figure 1. Elements of work shall include roadway and sidewalk improvement design including addition of turn lanes and traffic circle or other entrance feature, drainage design, construction plans preparation, permitting, utility coordination, cost estimates, erosion control plans, landscaping improvements, public meetings, and all necessary incidental items for a complete project. The proposed scope of work presented in Exhibit A represents our understanding of the project requirements. It is understood that the City desires to prepare construction documents for the entire 1.62 mile corridor at this time, however documents will be prepared in four segments as described in Exhibit A for separate bidding and construction projects in accordance with City budgeting needs. Optional Post-Design services including bidding phase services are not included in the attached scope and fee.

SECTION I. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of *Neel-Schaffer, Inc.* and required *Subconsultants*, herein after called CONSULTANT, and the City of Mount Dora Public Works Department, herein after called CITY, in connection with the roadway design services for the North Donnelly Street Roadway Improvement Project.

SECTION II. PROJECT OBJECTIVE

A. General Objective:

The general objective is for the CONSULTANT to prepare construction documents to be used by the CITY to build the project. The CITY is to ensure the project is built in accordance with said construction documents. Elements of work shall include roadway and sidewalk improvement design including addition of turn lanes and roundabout, drainage design, construction plans preparation, permitting, utility coordination, cost estimates, erosion control plans, landscaping improvements, public meetings, and all necessary incidental items for a complete project.

B. Specific Project Objective:

The specific objective is to provide professional services defined herein for the North Donnelly Street Roadway Improvements in accordance with applicable standards. The project limits are described as follows:

1. Section 1: Donnelly Street from West 5th Avenue to West 7th Avenue (700 l.f.). Resurface and rehabilitate roadway, including existing curbs, drainage inlets, sidewalks, and landscaping.
2. Section 2: Donnelly Street from West 7th Avenue to West 13th Avenue/Lincon Avenue (2,000 l.f.). Resurface and rehabilitate roadway, including existing curbs, drainage inlets, sidewalks, and landscaping.

Exhibit A Cont.

3. Section 3: Donnelly Street from West 13th Avenue/Lincoln Avenue to Old Eustis Road/Limit Avenue (2,700 l.f.). Resurface and rehabilitate roadway, including existing curbs, drainage inlets, sidewalks, and landscaping; Add turn lanes at Jackson Avenue and traffic circle or other entrance feature at Limit Avenue.
4. Section 4: Donnelly Street from Old Eustis Road/Limit Avenue to US 441 (3,200 l.f.) Resurface and rehabilitate roadway, including existing curbs, drainage inlets, sidewalks, and landscaping and new sidewalk construction; Reconstruct existing swale with pipe and inlet system. Add a new sidewalk on the east side of Donnelly Street from the main Waterman entrance north to connect to the existing sidewalk at the shopping center. The CONSULTANT will study and recommend access improvements on Donnelly Street between the two shopping centers located in Section 4. Upon CITY approval, the CONSULTANT will include the access improvements on the construction plans. Include a consistent set of pedestrian safety improvements at all Donnelly Street intersections with existing pedestrian crosswalks.

The CONSULTANT will deliver construction ready plans for Section 1 within three months of receiving a Notice to Proceed.

The CITY will conduct any required public involvement activities and prepare all graphics. The CITY will prepare and distribute all copies, notices, and mail outs. The CONSULTANT will support the public involvement through attendance at meeting(s) and/or providing displays as needed, as well as documenting discussions and outcomes of any issues which are related to its area of responsibility.

C. Professional Services Required:

1. Design Survey (To be performed by the CONSULTANT)
All required topographic survey data collection, including trees, utilities, and significant environmental features, will be completed by the CONSULTANT. Apparent Right of Way will be included based on records research. The CONSULTANT will provide a signed and sealed hard copy of the survey along with electronic data, including property lines, right of way lines, contours, and/or DTM. The CONSULTANT will be responsible for identifying all right of way / easement needs and temporary construction easements (TCEs) needed for construction of sidewalks, turn lanes, and ditches. *(See exhibit C for subconsultant scope and fees)*
2. Engineering Analysis and Design (To be performed by the CONSULTANT)
Design analysis and construction documents will be completed by the CONSULTANT and will include plans, special provisions, estimates, and all other elements expressed or implied necessary to accomplish construction of the project.
3. Utility Coordination (To be performed by the CONSULTANT)
During design, the CONSULTANT shall provide the CITY with plans and other necessary information to assist utility owners with determining impacts to their facilities. Coordination efforts shall include participation in meetings with utility owners, phone calls, mailings, and faxes. The CITY shall conduct a design review and utility coordination meeting following the Phase II (60%) submittal. The meeting will be at City Hall and a

Exhibit A Cont.

record of the minutes of this meeting will be made for dissemination to all affected utility companies. It will be the CONSULTANT's responsibility to avoid conflicts with CITY-owned and privately owned utility facilities to the extent economically and technically feasible. The CONSULTANT shall prepare and maintain a utility conflict matrix to aid the utility owners in identifying horizontal and vertical conflicts created by the proposed improvements. The utility agencies are responsible for the design and relocation of their respective utility. The CONSULTANT is responsible for incorporating proposed utility adjustments into the construction document.

4. Cost Estimating (To be performed by the CONSULTANT)
The CONSULTANT will provide detailed construction cost estimates at the Phase III (90%) submittal. The CONSULTANT will be required to obtain the most recent and applicable unit cost data available from the CITY in order to provide realistic estimates.
5. Geotechnical Investigations (To be performed by the CONSULTANT.)
6. Public Involvement (To be performed by the CITY)

SECTION III. CONSTRUCTION PLANS PACKAGE

The Construction Plans Package shall be prepared by the CONSULTANT in accordance with all applicable standards and CITY procedures. This effort includes the design and analysis needed to prepare a complete set of Construction Plans (i.e. plan views, cross sections, driveway profiles, etc.), permits, and other necessary documents.

A. Roadway, Drainage, Signing and Pavement Markings, Signalization, and Landscaping Plans: (To be performed by the CONSULTANT)

The CONSULTANT shall prepare plan sheets and details to convey the intent and scope of the project for the purpose of clearing, demolition and construction of the proposed improvements. All required elements of work shall be depicted at appropriate scales and supplemented with specific notes and tabulations. *(See Exhibit E for Landscape Architect scope and fees)*

B. Utilities: (To be performed by the CONSULTANT)

The CONSULTANT shall prepare the Utility adjustment sheets, notes, and details necessary to complete the Utility Adjustment plans. The CITY project manager will coordinate with utility owners by providing them with Phase II (60%) plans for review and comment and/or requesting their attendance at the Phase II (60%) Design Review Meeting.

C. Design Report: (To be performed by the CONSULTANT)

The CONSULTANT shall prepare a Design Report, which includes the design notes, data, and calculations that document the design decisions reached during the development of the contract plans. The design notes, data, and computations shall be recorded on size 8-1/2"x11" sheets, fully titled, numbered, dated, indexed, and signed by the designer and the checker. The data shall be in a hardback folder.

D. Permits:

Exhibit A Cont.

1. **Preliminary Field Review:** The CONSULTANT shall perform a preliminary field review and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to ensure that design efforts are properly directed toward permit requirements.
 2. **Agency Coordination (Includes All Phases):** The CONSULTANT shall notify the Project Manager of all scheduled meetings with the regulatory agencies and shall provide copies to the Project Manager for all permit related correspondence and meetings.
 3. **Agency Field Review:** The CONSULTANT shall be responsible for coordinating regulatory agency field reviews.
 4. **Permit Preparation:** The CONSULTANT shall prepare Permit Packages to include all required permits, such as Florida Department of Transportation (FDOT), Lake County, St. Johns River Water Management District (SJRWMD) and the City of Mount Dora.
 5. **Tree Permits:** (To be performed by the CITY)
- E. **FDOT Connection Permits:** The CONSULTANT shall prepare Driveway Connection and/or Utility Relocation Permit Package for sidewalk improvements in FDOT Right-of-Way

SECTION IV. DESIGN SURVEY (To be performed by the CONSULTANT)

SECTION V. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

A. **Meetings and Presentations:**

The CONSULTANT shall attend one Phase II (60%) Design Review Meeting with the CITY project manager and appropriate CITY staff as needed to resolve specific design issues.

The CONSULTANT shall attend one public involvement workshop with the CITY for the North Donnelly Street improvements project.

B. **Schedule and Deliverables**

- Phase I (30%) Concept plans within 60 days of receiving the Notice to Proceed for obtaining survey, pavement coring's, traffic counts and concept development with City staff.
- Phase II (60%) Construction plans and cost estimate within 60 days of City review of the 30% documents
- Phase III (90%) Construction plans and cost estimate within 30 days of City review of the 60% documents.
- Final Construction documents and design documentation within 30 days of City review of 90% documents.

Final Construction Plans and Design Documentation

- 1 set of construction plans and design documentation (signed and sealed)
- 1 set of construction plans for reproduction (not signed and sealed and not bound)
- 1 CD with PDF of construction plans and design documentation
- 1 CD with final design files of construction plans (MicroStation format)

Exhibit A Cont.

SECTION VI. SERVICES TO BE PERFORMED BY THE CITY

The CITY will provide those services and materials as set forth below:

1. Copies of all available correspondence on file, including any environmental reports or other preliminary engineering documents on the project and current mill and overlay standards.
2. A CITY Engineer as a Project Manager who shall be the technical representative of the CITY for the project. While it is expected that the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of a technical nature will remain the CITY'S Project Manager.
3. Phase reviews of the project plans.
4. Payment of all applicable permitting and/or impact fees.
5. If required, the CITY shall prepare a roadway connection permit as needed for the Florida Department of Transportation (FDOT) to connect to US 441.
6. Any other services identified herein as CITY responsibility.

SECTION VII. PROVISIONS FOR WORK (CONTROL DOCUMENTS)

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook)
- Florida Department of Transportation Design Manual (FDM)
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Policy for Geometric Design of Highways and Streets
- City of Mount Dora design standards

SECTION VIII. OPTIONAL SERVICES

The optional Post-Design services described in this section will be performed only after specific authorization by the City's Project Manager.

The CONSULTANT shall provide to the CITY qualified representation during the construction phase to deal with issues concerning the intent and interpretation of the construction plans and documents prepared in the work. Should changed conditions be encountered in the field and when requested by the CITY, the CONSULTANT shall respond in a timely manner with suitable engineering solutions which take into account the changed conditions. From time to time during construction the CONSULTANT may be requested by the CITY or its designated representative to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

Exhibit A Cont.

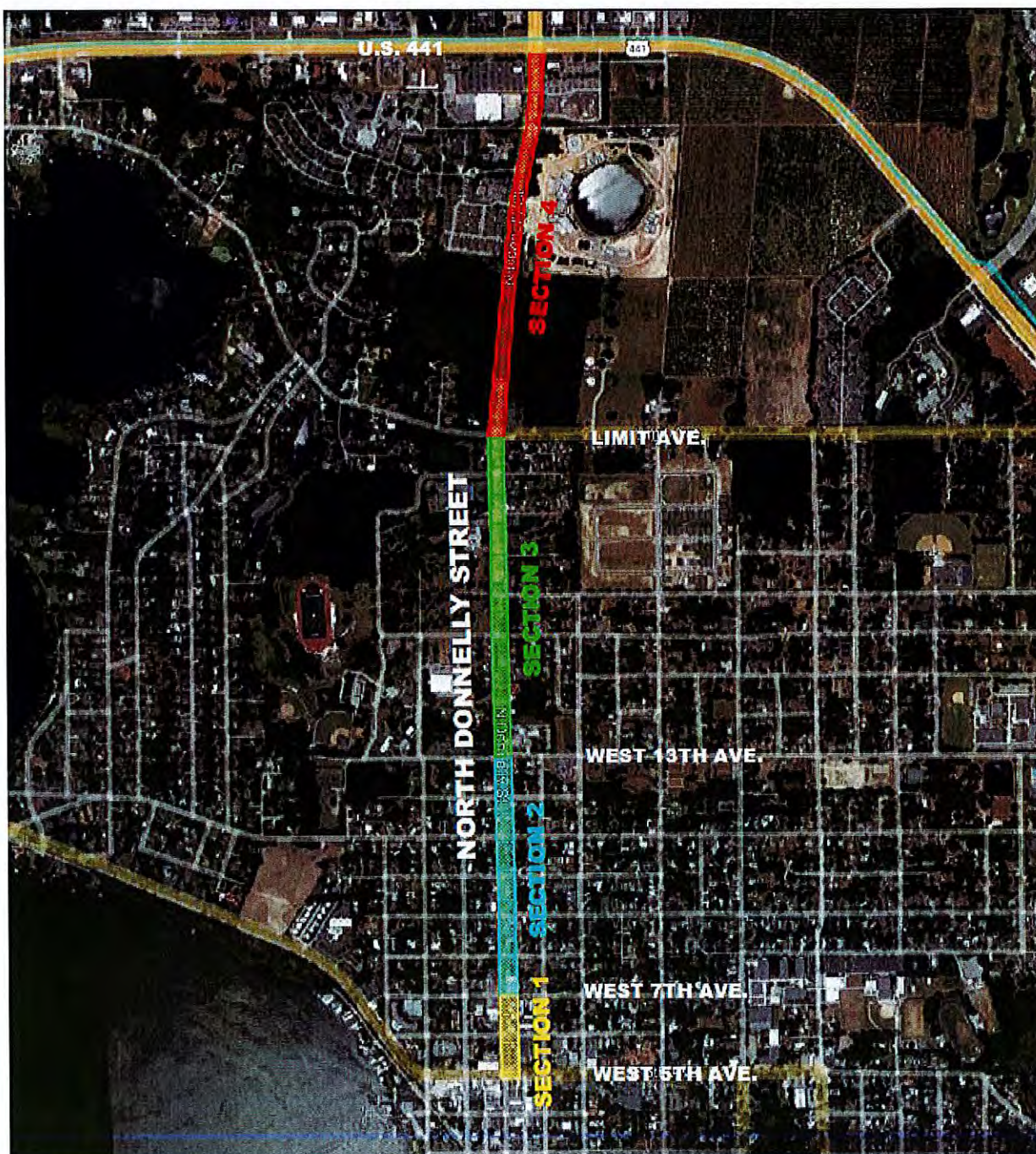


Figure 1: Location Map – North Donnelly Street improvements

Exhibit B Sub-Contractors

1. SSMC
2. Ardaman & Associates, Inc.
3. Borrelli + Partners, Inc.

Exhibit C Schedule

Upon issued notice to proceed, the final submittals will be delivered to the City in fifteen (15) months.

Exhibit D Compensation

We propose to provide these services for a total lump sum fee of \$ 380,667.00 based on the above tasks as described in Exhibit A. The total fee is comprised of the following components:

- Neel-Schaffer: \$259,845.00
- Southeastern Survey and Mapping (Topographic survey): \$77,664.00
- Ardaman and Associates (Pavement coring): \$11,812.00
- Landscaping Design (Borrelli + Partners): \$31,346.00

The summary of fees and man-hour estimates follows.

The fees for this work are based on the terms and conditions of the CCNA contract between Neel-Schaffer, Inc., and the City of Mount Dora. Fees will be submitted monthly upon percent completion in accordance with the lump sum method described in the CCNA contract. Should additional services beyond the scope of this Letter agreement be necessary, additional fees may be required. The lump sum fee cannot be increased unless approved by the City Council in writing. We will begin work upon receipt of an executed agreement and Purchase Order.

Exhibit D Cont.

Staff Classification	Total Staff Hours From Table 2	Sr Project Manager	Sr Engineer	Engineer VI	Engineer IV	Sr Designer	SH By Activity	Salary Cost By Activity	Average Rate Per Task
1. North Donnelly Street	1,831	252	470	470	169	470	1,831	\$259,845.00	\$141.91
Total Staff Hours	1,831	252	470	470	169	470	1,831		
Total Staff Cost		\$45,360.00	\$75,200.00	\$70,500.00	\$19,435.00	\$49,350.00		\$259,845.00	\$141.91

NEEL-SCHAFFER SUBTOTAL ESTIMATED FEE:	\$259,845.00
Subconsultant: Surveying Services (Southeastern Survey and Mapping)	\$77,664.00
Subconsultant: Geotechnical Services (Ardaman and Associates)	\$11,812.00
Subconsultant: Landscaping Analysis and Design (Borrelli + Partners)	\$31,346.00
SUBTOTAL ESTIMATED FEE:	\$380,667.00
Optional Services (Post Design)	\$0.00
GRAND TOTAL ESTIMATED FEE:	\$380,667.00

NEEL-SCHAFFER ESTIMATE OF MAN-HOUR WORK EFFORT

TABLE 2

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
1.0	Key Sheet		Sheet	1	4		4	
2.0	Summary of Pay Items Including Quantities		Sheet	1	16		16	Includes back up calcs
3.0	Summary of Drainage Structures		Sheet	1	4		4	
4.0	Typical Sections Package and Plans Shts		Sheet	4	4		16	1 typical xsect x 4 hrs/ea x 4 (Section 1-4)
5.0	General Notes/Pay Item Notes		Sheet	1	4		4	City to provide their std notes and details
6.0	Project Layout		Sheet	4	4		16	1" = 100' Scale
7.0	Survey Reference Points		Sheet	1	4		4	By Southeastern Survey
8.0	Roadway Analysis and Design		LS	1	340		340	Includes proposed turnlanes, roundabout, and access management improvements at shopping center connections near US 441 includes traffic counts
9.0	Sidewalk Profile/ADA Analysis		LS	1	120		120	Review/design sidewalk, crosswalk, and driveway improvements for ADA; Design new sidewalk on south side of road to US 441
10.0	Drainage Analysis and Design		LS	1	80		80	Assume 2 str per 300 lf, includes replacing swale w/ pipe and inlet system
11.0	Roadway Plan Sheets		Sheet	22	8		176	1" = 20' Scale
12.0	Roadway Cross Sections		EA	128	1.5		192	1 per 50 lf
13.0	Drainage Structure Sheets (Per Structure)		EA	40	2		80	Assume 40 (new or modified)
14.0	Traffic Control Plan Sheets		Sheet	22	4		88	
15.0	Utility Adjustment Shts and Coordination		Sheet	22	4		88	
16.0	Erosion Control and SWPPP Sheets		Sheet	22	2		44	
17.0	Miscellaneous Detail Sheets		Sheet	4	8		32	Assume 4 sheets w/ various misc. details
18.0	TCE/TCA for Slopes and DW Connections		EA	20	2		40	Provide sketches to City for prop owners. (Assume 20)
19.0	Signing and Pavement Markings Plan Sheets		LS	22	4		88	Includes analysis and design
20.0	Traffic Signal Analysis and Design		LS	1	80		80	Assume replacement of signal loops and pedestrian crossing signal analysis and required improvements and traffic counts
21.0	Landscaping Analysis and Design		LS	0	0		0	By Borrelli+Partners
22.0	Geotechnical Services		LS	0	0		0	By Ardaman and Associates
23.0	FDOT Permit Sevices		LS	1	40		40	Assume roadway, utility, and/or drainage connection permits required by FDOT at US 441; City to pay permit fees.
24.0	City Permit Services		LS	0	40		40	No state/federal permits anticipated.
25.0	Cost Estimate		LS	1	32		32	1 Estimate at final plans per section x 4 sections
26.0	Field Reviews, Meetings, and Coordination		LS	1	120		120	Assume 15 month design schedule x 8 hrs/mo
Roadway Plans Technical Subtotal							1744	
26.0	Quality Control and Supervision		LS	%	5%		87	
5. Roadway Plans Total							1831	



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

DATE: April 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of State of Florida Department of Environmental Protection Standard Grant Agreement for Mount Dora Hilltop Drainage Improvements for Flood Mitigation Project, Subject to Receiving a Drainage Easement from the Property Owner

Introduction:

This is a request for City Council to approve the grant agreement for the Hilltop Drainage Improvements for Flood Mitigation Project, subject to receiving a drainage easement from the property owner.

Discussion:

The City of Mount Dora received the Governor's approval in 2022 of a Local Support Grant Program grant in the amount of \$207,761.00 to mitigate flooding at its Hilltop Drive drainage system outfall located at 1554 Hilltop Drive. This action item is to authorize the Mayor to sign the grant agreement accepting the grant. The grant will be administered by the Florida Department of Environmental Protection (FDEP).

Acceptance of the grant is subject to the City receiving a drainage easement from the property owner at 1554 Hilltop Drive in order to accommodate the new drainage pipe. The project is currently under design by our continuing services consultant, DRMP. Stormwater permits will be obtained once plans are complete. The grant monies support the project construction costs.

Budget Impact:

There is no budget impact in FY 2022-23. The grant revenues will be budgeted in FY 2023-24 when we begin construction.

Strategic Impact:

3.1.1 Pursue federal, state, and local grants to fund city department technology, studies, and projects.

Recommendation:

City Council approve the attached grant agreement with FDEP, subject to receiving a drainage easement from the property owner.

Attachment(s):

1. FDEP Standard Grant Agreement - LPA0341 Agreement revised

Prepared by: GEORGE MAREK, Interim Public Works Director

Reviewed by: GEORGE MAREK, Interim Public Works Director

Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 3/22/2023

Approved - 3/27/2023

Approved - 4/11/2023

Approved - 4/11/2023

Final Approval - 4/11/2023

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Mount Dora Hilltop Drainage Improvements for Flood Mitigation** Agreement Number: **LPA0341**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **The City of Mount Dora** Entity Type: **Local Governemnt**
Grantee Address: **510 North Baker Street, Mount Dora, FL, 32757** FEID: **59-6000380**
(Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **03/31/2026**

4. Project Number: Project Location(s): **Lat/Long: (28.8103, -81.6518)**
(If different from Agreement Number)

Project Description: **The scope of work funded under this grant will include design and construction of approximately 190 LF of outfall pipe, plus four new storm-water inlets with storm drain pipes that connect to the existing storm sewer system in Hilltop Drive.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 207,671.00	☒ State ☐ Federal	LP, GAA LI 1665A, FY 22-23, GR	\$ 207,671.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 207,671.00

6. Department's Grant Manager Name: Kamaria Waddy or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 Phone: 850-245-2985 Email: Kamaria.Waddy@FloridaDEP.gov	Grantee's Grant Manager Name: George Marek or successor Address: City of Mount Dora 510 North Baker Street Mount Dora, FL 32757 Phone: 352 735-7100 ext. 1825 Email: marekg@ci.mount-dora.fl.us
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

The City of Mount Dora

GRANTEE

By _____
(Authorized Signature) Date Signed

Crissy Stile, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Kamaria Waddy, DEP Grant Manager

Connie Becker, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

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4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

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- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

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- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

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- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

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- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

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287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

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- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

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Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0341**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Mount Dora Hilltop Drainage Improvements for Flood Mitigation . The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

The Grantee is authorized to acquire a less than fee simple interest in land in accordance with Attachment 3, Grant Work Plan. Any land interests acquired under this Agreement shall be used in perpetuity for the purposes described in the Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

Attachment 2

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- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Mount Dora Hilltop Drainage Improvements for Flood Mitigation

PROJECT LOCATION: The Project will be located in the City of Mount Dora within Lake County; Lat/Long (28.8103, -81.6518). See Figure 1 for location map.

PROJECT BACKGROUND: This project is intended to provide relief for street flooding and mitigate flood waters that flow against the foundation of a home. The problem results from an undersized outfall pipe that runs along the lot line from Hilltop Drive to Lake Nettie at 1554 Hilltop Drive. The City will provide the additional pipe capacity and inlets needed to keep the flood waters controlled in the outfall pipe and greatly reduce the incidence of damaging surface flooding. There will be less street flooding with associated traffic safety implications.

PROJECT DESCRIPTION: The scope of work funded under this grant will include design and construction of approximately 190 LF of outfall pipe plus four new stormwater inlets with storm drain pipes that connect to the existing storm sewer system in Hilltop Drive. There are some challenges to making the pipe outfall installation such that we plan to use a boring method that will enable us to perform the work within the limited space available. This scope of work comprises our entire project which the grant funding will support and complete the project.

Task 1 #: Design and Permitting

Deliverables: The Grantee will complete the design, permitting, and construction of approximately 190 LF of outfall pipe plus four new stormwater inlets with storm drain pipes that connect to the existing storm sewer system in Hilltop Drive and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Task #2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of approximately 190 LF of outfall pipe plus four new stormwater inlets with storm drain pipes that connect to the existing storm sewer system in Hilltop Drive.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Task #3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Task #4: Construction

Deliverables: The Grantee will construct approximately 190 LF of outfall pipe plus four new stormwater inlets with storm drain pipes that connect to the existing storm sewer system in Hilltop Drive in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than [monthly](#).

Task #5: Land Acquisition

Deliverables: The Grantee will acquire less-than-fee simple interest on properties within the MOUNT DORA, PINE CREST UNIT 2 PARTIAL REPLAT SUB LOT 9, in Mount Dora, FL. The City will acquire an approximate 10-foot wide drainage easement by plat that exists over the existing outfall pipe for which the property owner has offered to donate the additional drainage easement needed to complete the project. The City will survey and prepare the easement document for signature by the property owner. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE & BUDGET DETAIL:

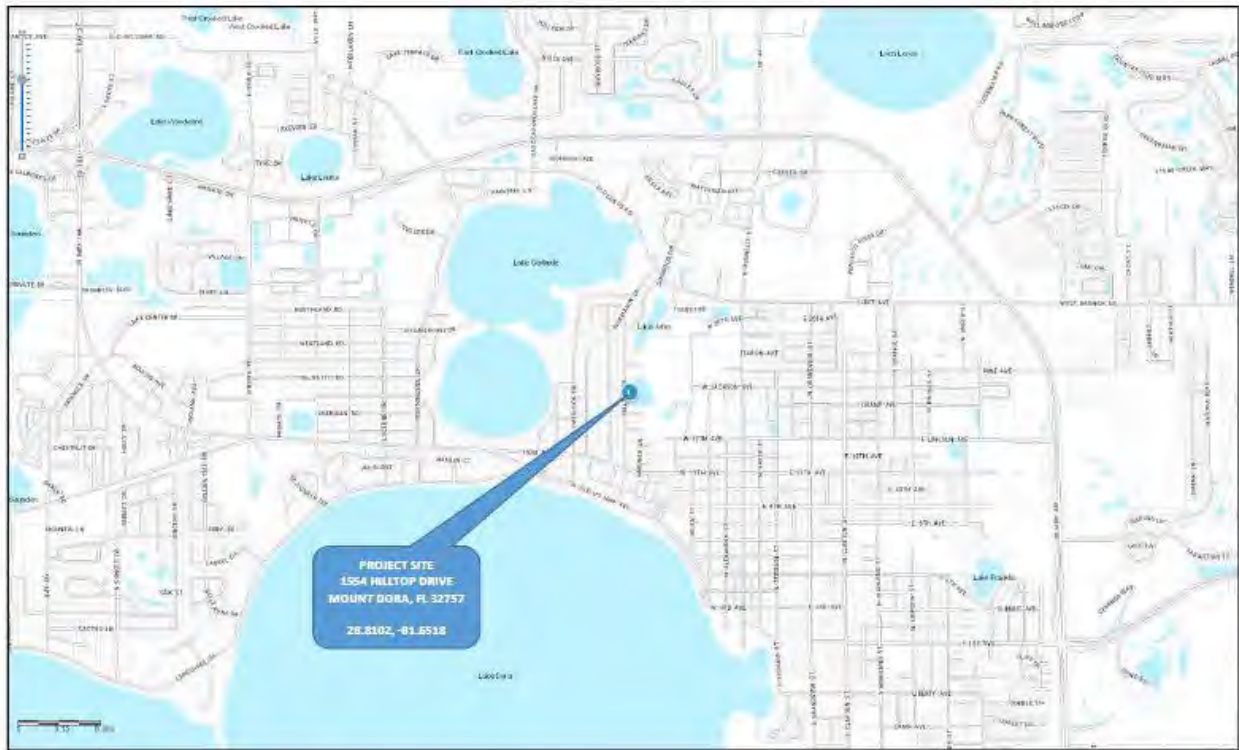
The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$0	07/01/2022	03/31/2024
2	Bidding and Contractor Selection	Contractual Services	\$0	07/01/2022	05/31/2024
3	Project Management	Contractual Services	0	07/01/2022	09/30/2024
4	Construction	Contractual Services	207,671	07/01/2022	09/30/2024
5	Land Acquisition	Contractual Services	\$0	07/01/2022	3/31/2024
Total:			\$207,671		

Note that, per [Section 4](#) of the Agreement [\[or Section 8.h. of Attachment 1\]](#), authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1

Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	FY 22-23	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$207,671	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$207,671	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1
7 of 7

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the eligible grant [and required match, if applicable] work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 5: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

[Delete this section if tasks below are not included in the GWP.]

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

*[FOR PROJECTS with local contributions (*Not legally required match), include this paragraph.] If there is no Local Contribution paragraph in the Project Description, delete this section.*

Local Contributions:

For grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

▪ **Summary of local contributions:**

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



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

DATE: April 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Federally-funded State of Florida Division of Emergency Management Subgrant Agreement for Generator at Wastewater Treatment Plant #1 (WWTP#1)

Introduction:

This is a request for City Council to approve a grant agreement with the Florida Division of Emergency Management (DEM).

Discussion:

The City has received a grant from the Florida Division of Emergency Management for the purpose of procuring a power generator to enhance plant resiliency during emergency power outages. Currently, the administration building for WWTP#1 does not have backup power. The grant is \$44,735.20 for the purchase and installation of a 30kW generator to provide necessary backup power to enable operating personnel and equipment to safely work and quickly respond should malfunctions occur during electrical outages, especially during storm emergencies.

Budget Impact:

The City was awarded \$44,735.20 toward the purchase of a new 30 KW generator, plus \$2,435.20 for sub-recipient management costs.

Strategic Impact:

2.4 Sustain City infrastructure.

Recommendation:

City Council approve the federally-funded State of Florida Division of Emergency Management subgrant agreement for a generator at Wastewater Treatment Plant #1 (WWTP#1) and authorize the Mayor to sign the grant agreement.

Attachment(s):

1. 4486-079-R-City of Mount Dora-For Subrecipient Signature 12-21-2022

Prepared by: Ethan Hand

Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/22/2023

Approved - 3/27/2023

Approved - 4/11/2023

Approved - 4/11/2023

Final Approval - 4/11/2023

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Mount Dora
PROJECT #:	4486-079-R
PROJECT TITLE:	City of Mount Dora, Treatment Plant #1-Office Building, Generator
CONTRACT #:	H0927
MODIFICATION #:	NA

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Patrick Comiskey City Manager 510 N. Baker Street Mount Dora, Florida 32757

Enclosed is your copy of the proposed contract/modification between **City of Mount Dora** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Signed electronic copy
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist Evan Jenkins on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 426-4275 or email me at Maria.Kimball@em.myflorida.com.

Agreement Number: H0927
Project Number: 4486-079-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>City of Mount Dora</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>KRYJPNM9B9M7 / 59-6000380</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4486-FL</u>
Federal Award Date:	<u>October 25, 2022</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through August 31, 2025</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$44,735.20</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$46,850.20</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$46,850.20</u>
Federal award project description (see FFATA):	<u>Generator</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Maria.Kimball@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Mount Dora, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Maria Kimball
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, Florida 32399-2100
Telephone: 850-426-4275
Email: Maria.Kimball@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Patrick Comiskey
City Manager
510 N. Baker St.
Mount Dora, Florida 32757
Telephone: 352-735-7126
Email: comiskeyp@cityofmounddora.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on August 31, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$44,735.20**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF MOUNT DORA

By: _____

Name and Title: Crissy Stile, Mayor

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 44,735.20**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generator for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to Wastewater Treatment Plant #1 Office Building, in Mount Dora, Lake County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-079-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Mount Dora, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to Wastewater Treatment Plant #1 Office Building located at 1111 Overhiser Lane, Mount Dora, Florida 32757. Coordinates: (28.806805, -81.674196).

The HMGP project shall provide protection to this critical facility by purchasing and installing a 30-kW diesel powered generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the building. The generator shall include an automatic transfer switch (ATS), a built-in 120-gallon double-walled fuel tank and shall be installed on a new concrete pad. Currently, the Wastewater Treatment Plant #1 Office Building lacks the necessary backup power to allow the operating personnel and equipment to safely work and quickly respond should malfunctions occur during electrical outages, especially during storm emergencies. The plant is located on the edge of Lake Dora, one of several lakes in a chain of lakes system in Central Florida. A failure at the plant would be extremely detrimental to water quality in the lake system. The project shall allow the operating personnel and equipment housed during and after weather emergencies to provide safer and faster response in the event of malfunctioning of the Wastewater Treatment Plant #1, preventing costly failures and damages to the environment.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and

construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.

- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to Wastewater Treatment Plant #1 Office Building, in Mount Dora, Florida, by installing a 30-kW diesel powered generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the building. The generator shall include an automatic transfer switch (ATS), a built-in 120-gallon double walled fuel tank and shall be installed on a new concrete pad.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-079-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on October 25, 2022; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **August 31, 2025**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	4	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	34	Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$42,000.00	\$37,800.00	\$4,200.00
Labor:	\$5,000.00	\$4,500.00	\$500.00
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$47,000.00	\$42,300.00	\$4,700.00
***Contingency Funds:	\$2,350.00	\$2,115.00	\$235.00
Project Total:	\$49,350.00	\$44,415.00	\$4,935.00
****SRMC			
SRMC:	\$2,435.20	\$2,435.20	
SRMC Total:	\$2,435.20	\$2,435.20	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$2,350.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$2,435.20 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$44,415.00	(90.00%)
Non-Federal Share:	\$4,935.00	(10.00%)
Total Project Cost:	\$49,350.00	(100.00%)
SRMC (100% Federal)	\$2,435.20	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Mount Dora

REMIT ADDRESS: 510 N. Baker Street

CITY: Mount Dora STATE: FL ZIP CODE: 32757

PROJECT TYPE: Generator PROJECT #: 4486-079-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0927

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90 %	Obligated Local Non-Federal 10 %	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Mount Dora PAYMENT #: _____
PROJECT TYPE: Generator PROJECT #: 4486-079-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0927

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF MOUNT DORA

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Mount Dora **PROJECT #:** 4486-079-R
PROJECT TYPE: Generator **CONTRACT #:** H0927
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Mount Dora

Sub-Recipient's Name

H0927

DEM Contract Number

4486-079-R

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4486-079-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 44,735.20

OBLIGATION/ACTION DATE: October 25, 2022

SUBAWARD DATE (if applicable): _____

UEID/SAM#: KRYJPNM9B9M7

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration> The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to Wastewater Treatment Plant #1 Office Building located at 1111 Overhiser Lane, Mount Dora, Florida 32757. Coordinates: (28.806805, -81.674196).

The HMGP project shall provide protection to this critical facility by purchasing and installing a 30-kW diesel powered generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the building. The generator shall include an automatic transfer switch (ATS), a built-in 120-gallon double-walled fuel tank and shall be installed on a new concrete pad. Currently, the Wastewater Treatment Plant #1 Office Building lacks the necessary backup power to allow the operating personnel and equipment to safely work and quickly respond should malfunctions occur during electrical outages, especially during storm emergencies. The plant is located on the edge of Lake Dora, one of several lakes in a chain of lakes system in Central Florida. A failure at the plant would be extremely detrimental to water quality in the lake system. The project shall allow the operating personnel and equipment housed during and after weather emergencies to provide safer and faster response in the event of malfunctioning of the Wastewater Treatment Plant #1, preventing costly failures and damages to the environment.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

****Providing the Zip+4 ensures that the correct Congressional District is reported.**

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date



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

DATE: April 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Federally-funded State of Florida Division of Emergency Management Subgrant Agreement for Hurricane Ian

Introduction:

This is a request for City Council to adopt Resolution No. 2023-17, Federally-funded Subgrant Agreement with the State of Florida for Hurricane Ian.

Discussion:

Governor DeSantis issued Executive Order Number 22-218 on September 23, 2022, and amended the same on September 24, 2022, through the issuance of Executive Order Number 22-219, declaring a state of emergency for the entire State of Florida, including Lake County, ahead of Hurricane Ian. Thereafter, the City of Mount Dora issued a Local State of Emergency via Resolution No. 2022-66 on September 27, 2022.

Due to Hurricane Ian, the City of Mount Dora incurred significant expenditures eligible for the FEMA reimbursement program under Public Assistance Projects Categories A, B, C, F and G. As FEMA approves reimbursement funding for the City of Mount Dora, the funds are passed through the State of Florida Department of Emergency Management for their review and approval, which leads the City of Mount Dora to be a sub-recipient of the federal grant. The agreement between the City of Mount Dora and the State of Florida is necessary to receive FEMA reimbursement funding under Public Assistance Projects Categories A, B, C, F and G.

Budget Impact:

FEMA reimbursement funds will cover expenses the City of Mount Dora incurred due to Hurricane Ian.

Strategic Impact:

Fiscal Resources: Identify and Seek Funding Sources. Pursue federal, state, and local grants to fund city department technology, studies, and projects.

Recommendation:

City Council approve the Federally-funded State of Florida Division of Emergency Management Subgrant Agreement for Hurricane Ian and authorize the Mayor to execute same.

Attachment(s):

1. DR4673-Z2916-Mount Dora, City of-Subgrant Agreement
2. Risk Assessment Questionnaire

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

Approved - 4/11/2023
Approved - 4/11/2023
Final Approval - 4/11/2023

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for EMR35067-Surfside Building Collapse

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	<u>Mount Dora, City Of</u>
Subrecipient's unique entity identifier:	<u>KRYJPNM9B9M7</u>
Federal Award Date:	<u>9/29/2022</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>6/24/2022-3/29, 2023</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>6/24/2022-3/29, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	<u>Unknown at this time</u>
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	<u>Unknown at this time</u>
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
Name of Federal awarding agency:	<u>Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Assistance Listing Number (Formerly CFDA Number):	<u>97.036</u>

Assistance Listing Program Title (Formerly CFDA program Title): Mount Dora, City Of Subrecipient Name >

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Mount Dora, City Of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Patrick C. Comiskey
Address: 510 N. Baker St
 Mount Dora, FL 32757

Telephone: 352-735-7100
Email: comiskey@cityofmounddora.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for EMU 60465 or Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Mount Dora, City Of

By: _____

(Signature)

Name: Crissy Stile

Title: Mayor

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

he Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Crissy Stile, Mayor

Name and Title

510 North Baker Street

Street Address

Mount Dora, FL, 32756

City, State, Zip

Date

Mount Dora, City Of

Subrecipient's Name

Z2916

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Mount Dora, City Of

Box 1: Authorized Agent (Full Access)

Name Patrick C. Comiskey
 Signature
 Organization / Official Position City Manager
 Mailing Address 510 N. Baker St
 City, State, Zip Mount Dora, FL 32757
 Daytime Telephone 352-735-7100
 E-mail Address comiskeyp@cityofmountdora.com

Box 2: Primary Contact (Full Access)

Name Aneta S. Barton
 Signature
 Organization / Official Position Budget Director
 Mailing Address 510 N. Baker St
 City, State, Zip Mount Dora, FL 32757
 Daytime Telephone 352-735-7100 ext. 1204
 E-mail Address bartona@cityofmountdora.com

Box 3: Alternate Contact (Full Access)

Name Sheila Hayes
 Signature
 Organization / Official Position Grants Coordinator
 Mailing Address 510 N. Baker St
 City, State, Zip Mount Dora, FL 32757
 Daytime Telephone 352-735-100 ext. 1207
 E-mail Address Hayess@cityofmountdora.com

Box 4: Other-Finance/Point of Contact (Full Access)

Name
 Signature
 Organization / Official Position
 Mailing Address
 City, State, Zip
 Daytime Telephone
 E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
 Signature
 Organization / Official Position
 Mailing Address
 City, State, Zip
 Daytime Telephone
 E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
 Signature
 Organization / Official Position
 Mailing Address
 City, State, Zip
 Daytime Telephone
 E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Mount Dora, City Of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000380

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 069-47050-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Crissy Stile, Mayor

Name and Title of Subrecipient/contractor's Authorized Official

Date



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

Instructions:

Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at fdem-pa-compliance@em.myflorida.com.



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: DR4673

Subrecipient Name (Entity): City of Mount Dora

Fiscal Year End Date: 2022

Risk Assessment Completed by: Aneta S. Barton Date: 3/21/2022

1. Has this entity ever been suspended or debarred?

- ☒ A. No, this entity has not been suspended or debarred within the last 10 years.
- ☐ B. Yes, this entity has been suspended or debarred in the last 4-10 years.
- ☐ C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

2. Has this entity been ever been awarded Federal funding?

- ☒ A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
- ☐ B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
- ☐ C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

3. Has this entity been awarded Public Assistance funding within the last 10 years?

- ☒ A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
- ☐ B. Yes, this entity has been awarded Public Assistance funding for 1 event.
- ☐ C. No, this entity has not been awarded Public Assistance funding.

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)

- ☒ A. Yes, obligated large projects.
☒ B. Yes, obligated small projects.
☐ C. No.

Comments:

5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?

- ☒ A. Yes.
☐ B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
☐ C. No, this entity has not been audited yearly for the last 3 years.

Comments:

6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?

- ☐ A. No.
☐ B. Yes, there has been turnover in one (1) Key Personnel position.
☒ C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:



RECOVERY BUREAU

RISK ASSESSMENT QUESTIONNAIRE

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

- ☐ A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.
- ☐ B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.
- ☒ C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

- ☐ A. Yes.
- ☒ B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.
- ☐ C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

- | | |
|---|---|
| ☒ Accounting | ☒ Ethics |
| ☒ Conflict of Interest | ☒ Inventory, Property, and |
| ☒ Internal Controls | ☒ Equipment Records Retention |
| ☒ Procurement | |
| ☒ Timekeeping and Payroll | |

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: \$ 274,103.02

Category B: \$ 182,856.50

Category C: \$ 6,480.00

Category D: \$ 0.00

Category E: \$ 0.00

Category F: \$ 915,053.28

Category G: \$ 15,939.57

Category Z: \$ 15,939.57

For FDEM Use Only

FDEM Comments:

Risk Assessment Reviewed by: _____ Date: 3/21/2022

Preliminary Result:

12

Risk Rating:



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

DATE: April 18, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Agreement between the City of Mount Dora and Explosive Touch Enterprises, LLC, related to Aerial Fireworks Display Services (ITB 23-PR-001)

Introduction:

This is a request for City Council to approve Resolution No. 2023-15, Award of Invitation to Bid 23-PR-001 "Fireworks Display Services" to Explosive Touch Enterprises.

Discussion:

Special events, such as Freedom on the Waterfront, Light up Mount Dora, New Year's Eve Celebration, and Last Call, have built meaningful traditions over the course of the years for the Mount Dora community and visitors. As these events offer a fireworks presentation to culminate each celebration, it truly determines the overall success and public perception of the event. Each year, there is much attention paid to the fireworks' presentation, including creativity, execution, and equally important, the overall expense. As a result, our ability to present a quality fireworks display, over a picturesque lakefront, has allowed these events to gain in popularity, while also building our brand's reputation as the place to view fireworks.

On December 20, 2022, the City of Mount Dora issued an Invitation to Bid (ITB) 23-PR-001 "Aerial Fireworks Display Services" defining the scope of services in the attached ITB. As a result of the solicitation process, four companies responded to the ITB. One vendor was determined to be non-responsive to the ITB resulting in three responsive bids. Following evaluation of the three responsive bids, Explosive Touch Enterprises met the requirements of the ITB as the lowest-priced responsive and responsible bidder. If the Council approves this request to award an Agreement to Explosive Touch Enterprises, it will result in a maximum contract period of five years.

Budget Impact:

A total of \$49,000 was appropriated in the current fiscal year 2022-23 budget in account number 001-1340-572.52-01 (General Fund/Special Events Programs(Recreation)/Operating Supplies)

for fireworks displays as part of the following "projects".

Event Description	Adopted Budget
Freedom on the Waterfront	\$32,000
Light Up Mount Dora	\$ 5,000
New Year's Eve Celebration	\$ 6,000
Last Call	\$ 6,000
Total	\$49,000

The Invitation to Bid for the annual Aerial Fireworks Display Services allows for Alternative Events (up to 3) at a projected budgeted amount of \$6,000-\$7,000. By including the alternative events within the solicitation request allows for future year's budgets to consider additional fireworks display produced by the awarded vendor from this request.

Strategic Impact:

Special Events play a significant role in regards of building a community. Each event also impacts our local economy by the number of attendees who visit the local merchants during their stay.

Recommendation:

City Council to approve Agreement with Explosive Touch Enterprises, LLC.

Attachment(s):

1. Attachment 1 - ITB 23-PR-001 Aerial Fireworks Display Services_ADA
2. Attachment 2 - ITB 23-PR-001 Bid Tabulation_ADA
3. Attachment 3 - ITB 23-PR-001 Notice of Intent To Award_ADA
4. Attachment 4 - ITB 23-PR-001 Post Opening Checklist_ADA
5. Attachment 5 - ITB 23-PR-001 Addendum 1_ADA
6. Attachment 6 - Explosive Touch -Solicitation Response_ADA
7. Agreement.Explosive Touch.3.11.23_SGS

Prepared by: Jennifer Schwarz, Administrative Assistant

Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Parks & Recreation Director
Marilyn Douglas, Purchasing Manager
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/6/2023

Approved - 3/13/2023

Approved - 3/16/2023

Approved - 3/16/2023

Approved - 4/11/2023

Approved - 4/11/2023

Final Approval - 4/12/2023

Invitation to Bid

NUMBER
ITB# 23-PR-001



CITY OF
MOUNT
D O R A

AERIAL FIREWORKS DISPLAY SERVICES

*Marilyn Douglas, NIGP-CPP
Purchasing Manager*

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting bids as a sealed electronic Invitation to Bid under, ITB# 23-PR-001 to provide professional aerial fireworks display services. Bids will be received until 2:00 p.m. on January 25, 2023.

ITB# 23-PR-001 “AERIAL FIREWORKS DISPLAY SERVICES”

A pre-bid meeting is not applicable to this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: www.cityofmoundora.com, on www.demandstar.com and in the lobby of City Hall.

All meetings, unless noted otherwise, will be held virtually via ZOOM. Please be advised that dates, time, and locations are subject to change and will be posted on the City of Mount Dora’s website: www.cityofmoundora.com, www.demandstar.com, and in the lobby of City Hall.

Electronic responses will be the only method allowed for Bidders to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007 or later. Bidding will be done through a secure locked box. Bidders can only view/submit their Bid and will not have access to any other Bidder's submittals. The Bidder's Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up to date package. The Bidder is responsible for verifying they have received all Bid Addenda. For the purpose of this bid, the term Bidder, Proposer and Contractor may be used interchangeably.

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora is seeking electronic bids from qualified and professionally licensed pyrotechnic contractors to provide high quality commercial fireworks displays.

The City of Mount Dora has issued this Invitation to Bid, as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining bids from interested and qualified vendors offering to provide **AERIAL FIREWORKS DISPLAY SERVICES**, in accordance with the specifications stated and/or attached herein/hereto.

If awarded, a contract to provide these services will be effective on the date such contract is approved by the City of Mount Dora (herein after, the "City or City Council"), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section "6L" of this **ITB**, an award, if made, will be made to the best overall bidder(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **ITB**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,129. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year **2021-2022** and in the City's Annual Budget

for fiscal year **2022-2023**. Copies of these documents may be viewed on www.cityofmoundora.com. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **ITB** to Marilyn Douglas, Purchasing Manager, and submit such questions in writing to: douglasm@cityofmoundora.com. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

The only official answer or position of the City will be stated in writing from douglasm@cityofmoundora.com. All questions asked, along with the answers rendered will be electronically distributed to all vendors registered for this solicitation and additionally, posted on the City website (www.cityofmoundora.com) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Bid method of source selection for this procurement. Each Bid will be reviewed to determine if the Bid is responsive to the **ITB**. Bids deemed to be non-responsive may be rejected. A responsive Bid is one which has been signed and submitted by the specified Bid deadline, and has provided the information required to be submitted with the Bid. Poor formatting, poor documentation, incomplete or unclear information may be considered as a substandard submission and may adversely impact consideration of a Bid. Bidders who fail to comply with the required and/or desired elements of this **ITB** do so at their own risk. Ultimate selection will be based on the lowest, compliant, qualified and responsive bid.

The City may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Meeting

Pre-bid Meeting – Not applicable to this ITB.

A ☐ non-mandatory ☐ mandatory pre-bid meeting is not applicable to this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **ITB** process.

Event	Date
ITB Notice	December 20, 2022
Last Date for Receipt of Written Questions	January 6, 2023 @ 4pm
Addendum Issued (If Applicable)	January 11, 2023
Bid Opening Date	January 25, 2023 @ 2:00pm via ZOOM (see Exhibit “A”)
Notice of Recommendation	February 1, 2023
City Council Meeting Date	February 21, 2023

2) SCOPE OF WORK

Description: The City of Mount Dora is requesting bids for providing premium commercial fireworks display events that will remain active for a 7-20 minute period depending on the event. The City desires each display event to synchronize with pre-recorded musical scores themed as appropriate for each occasion. The successful bidder shall provide “World Class” Fireworks Display events for the City of Mount Dora, and shall work with City of Mount Dora staff on music selection, fireworks effect selection, and coordination to the music. The successful bidder will provide all necessary transport, equipment, personnel, and material necessary for set up, fireworks display, tear down and lawful disposal. **City permit fees are waived for each event.**

The City holds annual fireworks displays for the following events:

- July 3 – “Freedom on the Waterfront” (over Lake Dora from Palm Island & Evans Park);
- July (Last Saturday of the Month) – “Last Call” (over Lake Dora from 4th Avenue docks)
- November 26 – “Light Up Mount Dora” (over Lake Dora from Palm Island & Evans Park);
- December 31 – “New Year’s Eve Celebration” (over Lake Dora from 4th Avenue Docks);
- Alternate Events (up to 3) with dates to be determined.

Contractor must provide a detailed set-up plan or agenda relating to load-in, firing, load-out and clean-up. This plan should also include schedule for arrival time, amount of set-up time needed and departure time. The following paperwork must also be submitted with proposal: **1.** Sample copy of current Certificate of Insurance with the City required coverage and limits. **2.** Three-year claims history report from current insurance carrier. **3.** Verification of the loss-run report for the past five years. **4.** Any record of proposed contractor being banned from working in any community or state. **5.** Any record of no show where contractor was scheduled for an event but failed to show.

If **items 2-5** occurred under a different business name please indicate the business name(s) under which they occurred.

Display Price Adjustment:

A. If the City was to encounter various difficulties with contract performance such as, but not limited to: **1.** Shells, which are not used because of damage, defective firing or other causes. **2.** Start of show significantly delayed by Contractor (10 minutes or more) or a time break in the show (dead air time). Bidder is to outline in his/her proposal what cost adjustments would be made to the contracted price of the show to reflect the above circumstances. Please be specific as to how adjustments(s) would be computed. If Contractor desires, contractor may provide examples of adjustments. NOTE: If there is a delay in the show start or a break in the show due to WEATHER conditions, no adjustment will be expected for that delay or break. The City shall still require an adjustment for damaged or unshot shells, even if there was a weather delay.

B. In the event the show is completely canceled due to weather conditions, (as determined by City personnel) the City reserves the right to reschedule or completely cancel the display. Contractor is to outline in Contractor’s proposal what price, if any, contractor may charge if show is completely cancelled due to weather conditions.

Evaluation and Award: The City of Mount Dora will evaluate all bids submitted based on the information contained in each bid submittal as requested by the City. The City of Mount Dora reserves the right to reject any and all bids that do not meet the scope of work, and/or may accept the lowest, responsive and responsible bid which is in the best interest of the City.

“Freedom on the Waterfront” - July 3rd Annually

1. Contractor shall provide a complete fireworks display lasting no less than twenty (20) minutes. The scheduled time of the launching will be approximately 9:15 pm EST.
2. There shall be a three-phase display with an opener no less than 1 minute, a main body of the show lasting no less than 18 minutes, and a finale lasting no less than 1 minute.
3. Shells shall be “racked” and fired from Grantham Pointe by a licensed pyrotechnic company and trained personnel.
4. All fireworks to be included in the presentation are to be premium quality 1.3G under UN0335. No consumer grade fireworks are to be used. The firework display should comprise a combination of 1 inch to 5 inch shells that meet the prior approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:

Opener: 160 Total Display Shells

100: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects 30:
3 inch Premium Fireworks Shells- variety of effects
18: 4 inch Premium Fireworks Shells -variety of effects
12: 5 inch Premium Fireworks Shells -variety of effects

Main Body: 2,580 Total Display Shells

2,000: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
150: 3 inch Premium Fireworks Shells - variety of effects
180: 4 inch Premium Fireworks Shells - variety of effects 280:
5 inch Premium Fireworks Shells -variety of effects

Grand Finale: 860 Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
250: 3 inch Premium Fireworks Shells -variety of effects
55: 4 inch Premium Fireworks Shells -variety of effects
55: 5 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 3,600

“Last Call”– Last Saturday of July (Alternate Event)

1. The successful proposer will a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.

3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:
 - 600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
 - 380: 3 inch Premium Fireworks Shells -variety of effects
 - 120: 4 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 1100

"Light Up Mount Dora" – November 26th Annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 6:30-7:00 pm.
2. Shells shall be "racked" and fired from Grantham Point by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells
 - 500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
 - 320: 3 inch Premium Fireworks Shells -variety of effects
 - 80: 4 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 900

"New Year's Eve Celebration" - December 31 annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be "racked" and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of

the display shall be as follows:

5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects

380: 3 inch Premium Fireworks Shells -variety of effects

120: 4 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 1100

Additional Annual Alternate Events (up to 3) – Dates to Be Determined

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete fireworks display lasting no less than seven (7) minutes.
2. Shells shall be “racked” and fired from an approved location and by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells
600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 1100

SPECIFICATION EXCEPTION(S):

Please initial one option below to indicate exception or no exception:

_____ We do NOT take exception to Specifications.

_____ We take exception to Specifications as follows. Attach exceptions as an additional page in your bid submittal.

4) 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 **ITB** shall be subject to the standard terms and conditions of the City and any terms and conditions included in this **ITB**. 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.

Contract Term: The initial term of the contract shall be for three (3) years. Pricing for the initial contract term (3 years) will remain as bid. No increases allowed.

Renewal Term: The contract may be extended, under the same terms and conditions, for up to two (2) additional one (1) year periods.

Awarded contractor may be allowed a percentage cost increase for each renewal period if requested, in writing, no less than 90 days prior to the renewal date. Each request for increase must include documentation identifying the reason, and supporting proof thereof, for the requested increase.

Cancel Agreement: The City has the right to cancel the agreement for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the Agreement.

In the event the Contractor fails to keep and perform or violates any of the terms, covenants and conditions of the Agreement on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the Contractor's employees, City employees or the public the City has the right to terminate this Agreement with no penalties to the City.

In the event the contractor shall fail to keep and perform or shall violate any of the terms, covenants and conditions of this Agreement, then the City has the right to terminate this Agreement with no penalties to the City.

If the Contractor shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the contractor under this Agreement shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of the Contractor; or in the event that a receiver or trustee shall be appointed for the Contractor or the interest of the Contractor under this Agreement, then the City has the right to terminate this Agreement with no penalties to the City.

In the event the Contractor shall cease to operate the business awarded herein, or shall vacate or abandon the required services, or if the Contractor allows his licenses or permits to expire without renewing as required, the Agreement shall be null and void.

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 to the City of the Contractor is intended to be exclusive or 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.

Compliance with Laws, Regulations, Codes, Etc.:

The Contractor is required to comply, and maintain compliance, with all present and future valid laws, ordinances, codes and regulations of the Federal Government, State of Florida, Lake County, City of Mount Dora and agencies thereof relating to the premises including, but not limited to, those applicable

to health and sanitary conditions and safety and fire prevention. Any permits necessary will be the responsibility of the Contractor to obtain from the proper agency, paying the fees directly to that agency.

Severability: If any term or provision of the resulting Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provisions of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

1. Valid Federal Explosives License issued by the BATFE – MANDATORY
2. Contractors must provide proof of any federal or state required licensing, if any, for the technicians to be assigned to this project.
3. Proposer is responsible for all permits and licenses as required by Federal, State and Local authorities relative to this service.

Copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. The successful contractor will be required to obtain a business tax receipt from the City of Mount Dora.

The successful proposer must email/mail copies of all permits and licenses to the City of Mount Dora Fire Chief, Fire Marshal or designee two weeks prior to ANY DISPLAY.

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 Bid, the undersigned, as Bidder, does declare that the only person or persons interested in the Bid, as principal or principals, is/are named in the Bid and that no other person has any interest in the Bid or in the contract to be entered into; that the Bid is made without connection to any other person, company or parties and that the Bid 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 ITB shall be subject to fund availability.

F) Lobbying

All vendors are hereby placed 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 Bid.

Vendors and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Bid announcement to final Council approval**, no vendor or agent thereof shall contact any employee of the City in reference to this Bid, with the exception of the Finance Director or his/her designee(s). Failure to abide by this provision will serve as grounds for disqualification under this **ITB**.

G) Single Bid

Each Bidder must submit, with its bid, all required forms included in this **ITB**. Only **one** bid from a legal entity as primary will be considered. A legal entity that submits a Proposal 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 **ITB**. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

H) Protest Procedures

Any appeal or protest to the Invitation to Bid shall be governed by the City of Mount Dora's Purchasing Policies and Procedures.

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 **ITB** 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, **ITB**, 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 solicitation.

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

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.

6) INSTRUCTION FOR BID

A) Compliance with the ITB

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

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITB**, 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 allowances for any additional costs can be made by the Bidder.

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.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Bidder acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this bid are checked.

☒ Not Applicable

☐ Bid Bond: The City may require the submission of a Bid bond or other form of security to guarantee full Bid compliance. When the Solicitation requires a Bid bond or security, failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive to the requirements of the Solicitation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Bidder fails to execute and deliver to the City the products/service, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. No bids including alternates, if applicable, shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall

retain the right to subsequently award to the successful Bidder said alternates at a later time and approved by the Finance Director or designee, and the successful Bidder.

- ☐ Performance and Payment Bonds: When a Contract is awarded the City may require the successful Bidder to supply a payment and performance bond. When a payment and performance bond is required, it shall be in the amount and type satisfactory to the City and executed by a surety company authorized to do business in State of Florida and that is acceptable to the City.

The bonds shall be recorded in the public records of Lake County, Florida, be held by the City Clerk, and shall become binding on the parties upon the execution of the Contract. Nothing in this section shall be construed to limit the authority of the City Council to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified in this Purchasing Policy, when in the best interest of the City.

If the surety for any bond furnished by Vendor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Vendor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the City's approval.

D) Delivery of Bids

All bids responses are to be delivered before **2:00 pm**, local time, on or before **January 25, 2023** via electronic submission at www.demandstar.com

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

****Bidders must submit bid responses electronically via demandstar.com only.****

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. Subsequent to the closing of the **ITB**, the Department and the Purchasing Manager shall review the bids received and verify whether each bid appears to be responsive to the requirements of the published **ITB**
2. Vendor selection will be based on the lowest, compliant, qualified, responsive and responsible bid unless specified otherwise in the **ITB**.
3. The City reserves the right to withdraw this **ITB** at any time and for any reason, and/or to issue such clarifications, modifications and/or amendments as it may deem appropriate.
4. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Bidder nor obligates the City in any manner.
5. Acceptance of the bid does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the ITB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the **ITB**, Bidder 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 **ITB** from DemandStar or the City's website.

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

G) Bid, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any bidder in the preparation of its bid in response to this **ITB**, nor for the presentation of its bid and/or participation in any discussions, negotiations or, if applicable, any protest procedures.

H) Acceptance or Rejection of Bids

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

Any bid 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 bidder, or their refusal to enter into the City contract, the City reserves the right to accept the bid of any other bidder or to re-advertise/re-solicit using the same or revised documentation, in its sole discretion.

I) Requests for Clarification of Bids

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

J) Validity of Bids

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

All bids shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate the evaluation and selection process.

K) Response Format

The bid shall be deemed an offer to provide products/services to the City. In submitting a bid, the Bidder 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 Bidder 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 bids, all bids must conform to the guidelines set forth in this **ITB**. Any portions of the bid that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the bid. However, any bid that contains such variances may be considered non-responsive.

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

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

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

L) Bid Evaluation Factors

As previously stated, award of bid shall be based on the lowest priced, compliant, qualified, responsive and responsible bid unless specified otherwise in the Invitation to Bid. The City reserves the right to:

- a. Evaluate the current capacity of the low bidder to perform the size and scope of work specified in the bid document. Provide a listing of all events scheduled to perform in the next calendar year with your bid.
- b. Evaluate past safety/claims record.
- c. Contractor's past performances/prior history with the City of Mount Dora and other entities listed as references.
- d. Vendor exceptions to the scope of work and/or terms and conditions of this ITB.

The City reserves the right to request additional information to clarify the above factors or to reject any and all bids as may be in the best interest of the City.

M) Sanctions and Adverse Litigation

- a. Provide a listing of all regulatory or license agency sanctions.
- b. Provide a summary of any and all litigation, claims, or contract disputes filed against the Bidder in the past 10 years that are related to the services Bidder provides in the regular course of business. The summary will include, for each case, the Court, case style, case number, nature of the litigation, the outcome or projected outcome and the monetary amounts involved for all such lawsuits. The summary will also include a separate list of any claim or contract dispute, a brief description of such claim or contract dispute, the outcome or projected outcome, and the monetary amounts involved.

Purchasing Agreements with Other Government Agencies

All Bidders submitting a response to the Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

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 bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid 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 bidder wishes to provide items specified above and beyond the stated requirements of this ITB 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 bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug-free workplace policy in place.
- The bidder 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 tie breaker and prior contract with the City performed unsatisfactorily will result in the loss of a tie breaker.
- Timeliness of delivery.

7) REQUIRED FORMS – These forms must be returned with your bid.

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

BIDDER’S CHECK LIST

IMPORTANT: **Please read carefully, sign in the spaces indicated and return with your Bid.**

Bidder should check off each of the following items as the necessary action is completed:

- ☐ All applicable forms have been signed and included
- ☐ Any addenda have been signed and included.
- ☐ The Bid will be electronically delivered in time to be received no later than the specified **due date and time.** Bid will not be considered otherwise. Electronic responses are the only accepted method of bid response delivery to the City.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

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 immediately 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 32752

RE: ITB NO. 23-PR-001 “AERIAL FIREWORKS DISPLAY SERVICES”

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 **ITB # 23-PR-001**

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

\$2,000,000 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: \$ 1,000,000 Per Occurrence
Errors and Omissions or Professional
Malpractice Coverage
- ☐ 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 **ITB #23-PR-001** and **“Aerial Fireworks Display Services”**

=====

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 **ITB**.

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 ITB# 23-PR-001.

I am fully informed respecting the preparation and contents of the Response to ITB#23-PR-001, 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 ITB#23-PR-001, 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 ITB#23-PR-001, 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

ITB #23-PR-001 “AERIAL FIREWORKS DISPLAY SERVICES”

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

_____(Bidder) guarantees its Bid, submitted in response to **ITB #23-PR-001**, for a period not to exceed one hundred eighty (180) days from the date the bid was submitted to the City of Mount Dora unless an extension is granted by the Bidder.

The Bidder, by signing these **ITB** Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this **ITB** 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: _____

Remainder of Page Left Intentionally Blank



CITY OF
MOUNT
DORA

**COMPLIANCE WITH THE PUBLIC RECORDS LAW
ITB #23-PR-001**

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: **ITB #23-PR-001 AERIAL FIREWORKS DISPLAY SERVICES.**

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 business names, contact person, email and telephone number of four (4) references, must include at least three government references, for which the firm has provided similar services under a similar budget, described in this ITB within the last five (5) year period. It is our intent to contact these references during the evaluation process.

The Bidder will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a Bidder is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Bidder's corporate status and good standing. If applicable, the Bidder 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: _____
4. 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: _____

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 Income)
- Form 1099-DIV (Dividends and Capital Gains)
- Form 1099-MISC (Miscellaneous Income)
- Form 1099-B (Broker/Dealer Transactions)
- Form 1099-S (Sale of Real Estate)
- Form 1099-K (Merchant Card and Third Party Network Transactions)
- Form 1098 (Mortgage Interest Statement)
- Form 1098-E (Student Loan Interest Statement)
- Form 1098-T (Tuition Statement)
- Form 1099-C (Canceled Debt)
- Form 1099-A (Acquisition or Abandonment of Secured Property)

- 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.

**CITY OF MOUNT DORA
BID PRICING FORM
ITB #23-PR-001**

Therefore, the undersigned, Hereinafter called "Bidder" hereby certifies that he/she has familiarized himself/herself with the extent of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, transportation, fuel, tools and all associated services without exception, for "AERIAL FIREWORKS DISPLAY SERVICES". **Bid Grand Total will be utilized for bid award purposes.**

	Event Description	Year 1	Year 2	Year 3	Year 4 (Renewal)	Year 5 (Renewal)
1.	"Freedom on the Waterfront" July 3 Annually	\$	\$	\$	\$	\$
2.	"Light Up Mount Dora" November 26 Annually	\$	\$	\$	\$	\$
3.	"New Year's Eve Celebration" December 31 Annually	\$	\$	\$	\$	\$
4.	"Last Call" Last Saturday of July (Annual Alternate Event)	\$	\$	\$	\$	\$
Subtotals (per year):		\$	\$	\$	\$	\$
BID GRAND TOTAL (all annual events all years)					\$	
5.	Each Additional Event: (Up to Three - Upon City Request Only)	\$ each	\$ each	\$ each	\$ each	\$ each

Bid Grand Total (written): _____ and ____ /100

Please state percentage amount If Bidder Requires a Deposit prior to each Event: ____ %.

NOTE: The City does not guarantee a deposit and will address such requests on a per event basis.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid 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 Bid and Agreement Documents for this work. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid and the associated Agreement." Bidder further agrees the City shall compensate Bidder at the pricing shown above for work actually performed.

(Bid Pricing Form Continued on Next Page)

Company Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Company Authorized Representative Name: _____

Signature/Date: _____

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

(Return both pages of this Bid Pricing Form with your submittal)

Remainder of This Page Intentionally Left Blank

Exhibit “A”

ZOOM Meeting Access Information

Bid Opening:

Join Zoom Meeting

<https://us06web.zoom.us/j/84924981912?pwd=OTJjSjZlT054ZURodHJqVXZ1bFgzdz09>

Meeting ID: 849 2498 1912

Passcode: 972789

One tap mobile

+13052241968,,84924981912#,,,,*972789# US

+16465588656,,84924981912#,,,,*972789# US (New York)

Dial by your location

+1 305 224 1968 US

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 720 707 2699 US (Denver)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 689 278 1000 US

+1 719 359 4580 US

Meeting ID: 849 2498 1912

Passcode: 972789

Find your local number: <https://us06web.zoom.us/j/84924981912?pwd=OTJjSjZlT054ZURodHJqVXZ1bFgzdz09>

ATTACHMENT #2



Bid Tabulation

ITB# 23-PR-001
Aerial Fireworks Display Services
Bid Opening Date: January 25, 2023

	Explosive Touch Enterprises LLC	Master Pyro Display, LLC	Kynex, Inc.	My Three Sons Fireworks Company
		Non- Responsive		
Bid Grand Total	\$248,500.00	\$222,900.00	\$411,000.00	\$611,165.00

Submitted by:

Marilyn Douglas, NIGP-CPP
Purchasing Division
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

ATTACHMENT #3



CITY OF
MOUNT
DORA

Purchasing Division

Marilyn J. Douglas
Purchasing Manager
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406

E-mail: douglasm@cityofmounddora.com

Date: February 27, 2023

To: All Submitting Vendors

Re: **INTENT TO AWARD: ITB #23-PR-001 Aerial Fireworks Display Services**

On January 25, 2023, four (4) timely submittals were received. Three submittals were responsive to the requirements of the ITB and one (1) was determined to be non-responsive to the requirements of the ITB.

This letter serves as notification that a recommendation for award will be presented to the City of Mount Dora City Council, for **Explosive Touch Enterprises, LLC**, as the lowest, responsive and responsible bidder.

If you have any questions regarding the procurement procedures, please contact me via e-mail at douglasm@cityofmounddora.com.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to receiving your submittals on future projects.

Best Regards,

Marilyn J. Douglas, NIGP-CPP

Purchasing Manager

City of Mount Dora

ATTACHMENT #4



POST-OPENING SOLICITATION CHECKLIST

ITB NUMBER: ITB# 23-PR-001

ITB TITLE: Aerial Fireworks Display Services

PROCESS: Purchasing Review

INITIALS: MD

DATE: 01/25/2023

Required Forms	Explosive Touch Enterprises LLC	Kynex Inc	Master Pyro Display LLC *NON-Responsive	My Three Sons Fireworks Company
Bidders Checklist	Yes	Yes	Yes	Yes
Conflict of Interest Affidavit	Yes	Yes	Yes	Yes
Declaration Statement	Yes	Yes	Yes	Yes
Insurance Requirements	Yes	Yes	Yes	Yes
Drug Free Workplace Program Certification	Yes	Yes	Yes	Yes
Non Collusion Affidavit of Prime Qualifier	Yes	Yes	Yes	Yes
Acknowledgements	Yes	Yes	Yes	Yes
Compliance with Public Records Law	Yes	Yes	Yes	Yes
Reference Form	Yes	Yes	Yes	Yes
Public Entity Crimes Statement	Yes	Yes	Yes	Yes
Vendor Information	Yes	Yes	Yes	Yes

Completed W-9	Yes	Yes	Yes	Yes
Signed Addenda (1)	Yes	Yes	Yes	No
Bid Pricing Form	Yes	Yes	Yes	Yes
Meets Budget?	Yes	No	Yes	No
Display Set Up Plan Provided?	Yes	Yes	Yes	Yes
3 yr Claims History Provided?	Yes	Yes	*Not Provided	Yes
Loss Run Report Provided?	Yes	Yes	*Not Provided	Yes
Banned & No Show Records Provided?	None to report	None to report	*Not Provided	None to report
Price Adjustments Given for Failed Fires and/or No Show?	Yes	Yes	*Not Provided	Yes

License(s)	Yes	Yes	Yes	Yes
------------	-----	-----	-----	-----

ATTACHMENT #5

**ITB 23-PR-001
“Aerial Fireworks Display Services”**

**CITY OF MOUNT DORA
ADDENDUM #1**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB #23-PR-001 “AERIAL FIREWORKS DISPLAY SERVICES”** for the above as fully and completely as if, the same were fully set forth therein.

PLEASE BE ADVISED OF THE FOLLOWING CLARIFICATIONS OR QUESTIONS AND ANSWERS.

Clarifications: None.

Questions and Answers:

Q1. Is there a site map, available for the exact location for the fireworks, and the approved fallout/safety zone?

A1. See attached map of the Green “Tree” pinned Grantham Point fireworks location. The exact firing location is at the end of Grantham Pointe itself next to the Lighthouse as indicated on the map.

We do not a “map” of the fallout/safety zone available. The successful vendor, upon permit application to the City Fire Department, will be responsible to determine that zone.

Q2. Is the path at Grantham Parke wide enough for equipment truck?

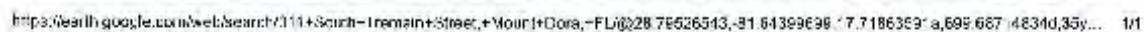
A2. The pathway of Grantham Pointe is wide enough to support a box truck. The width of the concrete pathway is 11’ 4”.

Signature acknowledges receipt and understanding of this Addendum.

Name/Title

Date

Digitized by Google



ATTACHMENT #6

HIGH EXPLOSIVES * DISPLAY FIREWORKS * SPECIAL F/X * SALES & MORE

EXPLOSIVE

TOUCH ENTERPRISES



PHONE: 800-590-7929

WWW.EXPLOSIVETOUCH.COM

INFO@EXPLOSIVETOUCH.COM

January 11th, 2023

Marilyn Douglas, NIGP-CPP, CPPO
Purchasing Manager
City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

Marilyn,

Thank you for your interest in Explosive Touch Enterprises regarding **ITB #23-PR-001**. Here is our quote in full with all required forms, supporting licenses, etc. The following licenses, required DOT documents for transporting the explosives legally to the display site are also shown as proof:

ATF Type 20 Manufacturer License for High Explosives

ATF Type 20 Letter of Clearance for myself as Shooter of the Display

Florida CDL with Hazmat Endorsement for Myself (Required for Hazmat Transportation)

Florida State Explosives Licenses (Manufacturer, Dealer, User)

HMSP- Hazardous Materials Safety Permit supporting the \$5M Insurance Required by USDOT

Hazmat Registration via Pipeline & Hazmat Safety Administration as Required by USDOT

2023 Unified Carrier Registration as Required by USDOT

If you have any questions, please feel free to contact me at 1-800-590-7929 or info@explosivetouch.com

Best Regards,

EJ Weppel
President/Owner
Explosive Touch Enterprises, LLC.

4260 AMELIA PLANTATION COURT VERO BEACH, FL 32967

BIDDER'S CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Bid.

Bidder should check off each of the following items as the necessary action is completed:

- ☒ All applicable forms have been signed and included.
- ☒ Any addenda have been signed and included.
- ☒ The Bid will be electronically delivered in time to be received no later than the specified **due date and time**. Bid will not be considered otherwise. Electronic responses are the only accepted method of bid response delivery to the City.

Explosive Touch Enterprises, LLC

Company

EJ Weppel

Authorized Signature

EJ Weppel IV- Owner/President

Printed Name & Title

info@explosivetouch.com

Email

4260 Amelia Plantation Court

Address

Vero Beach, FL 32967

City, State, Zip Code

1-800-590-7920

Telephone No.

Fax No.

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 immediately notify in writing the City of Mount Dora Purchasing Department, if any actual or potential conflict of interest arises during the bid process.

Explosive Touch Enterprises, LLC.

Company

EJ Weppel
Authorized Signature

EJ Weppel IV - Owner/President

Printed Name & Title

info@explosivetouch.com

Email

4260 Amelia Plantation Court

Address

Vero Beach, FL 32967

City, State, Zip Code

1-800-590-7929

Telephone No.

Fax No.

STATE OF FLORIDA

COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of EJ Weppel as owner of explosive touch, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 10th day of January, 2023

(stamp)

Zachary David Westrom
NOTARY PUBLIC



DECLARATION STATEMENT

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

RE: ITB NO. 23-PR-001 "AERIAL FIREWORKS DISPLAY SERVICES"

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 **ITB # 23-PR-001**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 10th day of January
2023 in the City of Vero Beach, in the State of Florida

Explosive Touch Enterprises, LLC.

Company

EJ Weppel
Authorized Signature

EJ Weppel IV- Owner/President

Printed Name & Title

info@explosivetouch.com

Email

4260 Amelia Plantation Court

Address

Vero Beach, FL 32967

City, State, Zip Code

1-800-580-7929

Telephone No.

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. | <u>Bodily Injury & Property Damage</u>

<u>\$2,000,000</u> 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 | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | <u>\$ 1,000,000</u> 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 **ITB #23-PR-001** and **"Aerial Fireworks Display Services"**

=====

BIDDER'S AND INSURANCE AGENT'S STATEMENT:

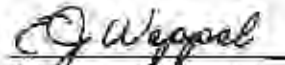
We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

Explosive Touch Enterprises, LLC

Company

4260 Amelia Plantation Court

Address



Authorized Signature

Vero Beach, FL 32967

City, State, Zip Code

EJ Wappel IV- Owner/President

Printed Name & Title

1-800-590-7929

Telephone No.

info@explosivetouch.com

Email

Fax No.

Insurance Agency Allied Insurance Consultants, Incorporated

Signature of Bidder's Agent  dkennedy@aicforme.com
(561) 453-3789

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.

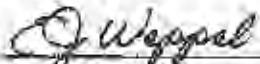
(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Explosive Touch Enterprises, LLC

Company



Authorized Signature

Ed Weppel IV- Owner/President

Printed Name & Title

info@explosivetouch.com

Email

4260 Amelia Plantation Court

Address

Vero Beach, FL 32967

City, State, Zip Code

1-800-580-7929

Telephone No.

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 Indian River

EJ Weppel, being first duly sworn, deposes and says that:

I am the Owner of Explosive Touch Enterprises, LLC, (Proposer) which has submitted a Response to City of Mount Dora ITB# 23-PR-001.

I am fully informed respecting the preparation and contents of the Response to ITB#23-PR-001, 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 ITB#23-PR-001, 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 ITB#23-PR-001, 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.

Explosive Touch Enterprises, LLC
Company

4260 Amelia Plantation Court
Address

[Signature]
Authorized Signature

Vero Beach, FL 32967
City, State, Zip Code

EJ Weppel IV- Owner/President
Printed Name & Title

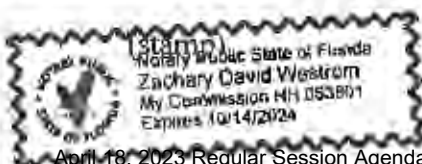
1-800-590-7929
Telephone No.

info@explosivetouch.com
Email

Fax No.

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of EJ Weppel, as Owner, of Explosive Touch Enterprises, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 10th day of January, 2022 3.



[Signature]
NOTARY PUBLIC

Acknowledgements

ITB #23-PR-001 "AERIAL FIREWORKS DISPLAY SERVICES"

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

Explosive Touch Enterprises, LLC (Bidder) guarantees its Bid, submitted in response to **ITB #23-PR-001**, for a period not to exceed one hundred eighty (180) days from the date the bid was submitted to the City of Mount Dora unless an extension is granted by the Bidder.

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

Dated this 10th day of January, 2023
(Month) (Year)

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

By: *EJ Weppel* / EJ Weppel IV
(Signature) (Print name)

Address: 4260 Amella Plantation Court Vero Beach, FL 32967

Telephone: (800) 580-7929 Fax: ()

Taxpayer/Employer Identification Number (TIN/EIN): 83-1379800

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: _____

Remainder of Page Left Intentionally Blank



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW ITB #23-PR-001

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: Explosive Touch Enterprises, LLC

Authorized representative (printed): EJ Weppel IV

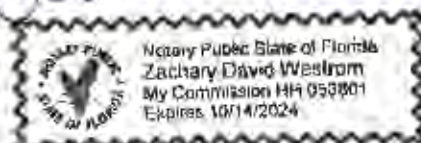
Authorized representative (signature): [Signature]

Project Number: **ITB #23-PR-001 AERIAL FIREWORKS DISPLAY SERVICES.**

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of EJ Weppel IV, as owner of explosive touch, 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 owner's license as identification, and who did/did not take an oath this 10th day of January, 2023.

[Signature]



REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the firm has provided services similar to the services, and size/scale of events, described in this ITQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

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

1. Name of Company: Parrish Medical Center

Address: 951 N. Washington Avenue Titusville, FL 32796

Point of Contact: Jo Connell

Phone #: 321-750-8348

Email address: Jo.Connell@parrishmed.com

Service(s) Provided: Aerial Fireworks Display

Dates of Service: Annual Xmas tree Lighting (Multiple Dates/Annual event each year)

2. Name of Company: Wiregrass Shopping Mall

Address: 28211 Paseo Drive Wesley Chapel, FL 33543

Point of Contact: Don Hyatt

Phone #: 813-943-6736

Email address: don.hyatt@admiralsecurity.com

Service(s) Provided: Aerial Fireworks Display

Dates of Service: Annual Xmas tree Lighting (Multiple Dates/Annual event each year)

3. Name of Company: Ritz Carlton Amelia Island

Address: 4750 Amelia Island Pkwy, Fernandina Beach, FL 32034

Point of Contact: Scott Berglund

Phone #: 904-753-2770

Email address: Scott.Berglund@ritzcarlton.com

Service(s) Provided: Aerial Fireworks Display

Dates of Service: Annual Xmas tree Lighting (Multiple Dates/Annual event each year)

4. Name of Company: Viera Community Institute

Address: 7380 Murrell Rd, Suite 106 Melbourne, FL 32940

Point of Contact: Laurie Widzowski

Phone #: 321-831-5901

Email address: laurie.widzowski@viera.com

Service(s) Provided: Aerial Fireworks Display

Dates of Service: Annual Xmas Parade Fireworks Display (Multiple Dates/Annual event each year)

**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: EJ Weppel IV [NAME] as the Owner [TITLE] of Explosive Touch Enterprises, LLC. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 83-1375600.
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.

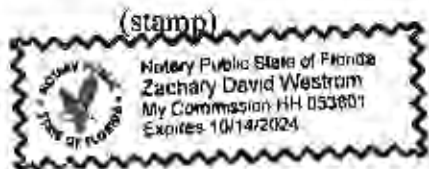
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of EJ Weppel, as owner, of explosive truck who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 10th day of January, 2022/3



NOTARY PUBLIC

VENDOR INFORMATION

Vendor is:

- () Corporation
() Partnership
() Sole Proprietorship
(☒) Other Limited Liability Company (Explain)

Federal Employer Identification Number: 83-1379800

Vendor Name: Explosive Touch Enterprises, LLC.

Mailing Address: 4260 Amelia Plantation Court Vero Beach, FL 32967

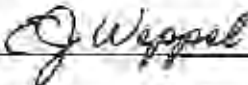
Telephone No.: 1-800-590-7929 Fax No.: _____

Email Address: info@explosivetouch.com Web Address: www.explosivetouch.com

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

Vendor Name: _____

Remittance Address: _____

Submitted by: 

Name & Title Printed: EJ Weppel IV- Owner/President

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. Explosive Touch Enterprises, LLC.	
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) S 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. 4260 Amelia Plantation Court	
6 City, state, and ZIP code. Vero Beach, FL 32967	
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								
8	3	-	1	3	7	9	8	00

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 1/10/2023
-----------	--------------------------	-----------------------

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-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.

ITB 23-PR-001
“Aerial Fireworks Display Services”

CITY OF MOUNT DORA
ADDENDUM #1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **ITB #23-PR-001 “AERIAL FIREWORKS DISPLAY SERVICES”** for the above as fully and completely as if, the same were fully set forth therein.

~~~~~  
**PLEASE BE ADVISED OF THE FOLLOWING CLARIFICATIONS OR QUESTIONS AND ANSWERS.**

**Clarifications: None.**

**Questions and Answers:**

**Q1.** Is there a site map, available for the exact location for the fireworks, and the approved fallout/safety zone?

**A1.** See attached map of the Green “Tree” pinned Grantham Point fireworks location.  
The exact firing location is at the end of Grantham Pointe itself next to the Lighthouse as indicated on the map.

We do not a “map” of the fallout/safety zone available. The successful vendor, upon permit application to the City Fire Department, will be responsible to determine that zone.

**Q2.** Is the path at Grantham Parke wide enough for equipment truck?

**A2.** The pathway of Grantham Pointe is wide enough to support a box truck. The width of the concrete pathway is 11’ 4”.

~~~~~  

~~~~~

Signature acknowledges receipt and understanding of this Addendum.

\_\_\_\_\_  
EJ Weppel IV- Owner/President

Name/Title

\_\_\_\_\_  
January 12th, 2023

Date



NFPA 1123 Approved  
Shoot Site for 5" Shells  
MAX with 350' of Clear  
Space in All Directions



# MOUNT DORA NYE FIREWORKS DISPLAY SITE PLAN

MAIN SPECTATOR  
VIEWING AREA

NFPA 1123 Approved Shoot  
Site for 4" Shells MAX with  
280' of clear fallout area in  
each direction.





**CITY OF MOUNT DORA  
BID PRICING FORM  
ITB #23-PR-001**

Therefore, the undersigned, Hereinafter called "Bidder" hereby certifies that he/she has familiarized himself/herself with the extent of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, transportation, fuel, tools and all associated services without exception, for "AERIAL FIREWORKS DISPLAY SERVICES". **Bid Grand Total will be utilized for bid award purposes.**

|                                                          | Event Description                                                        | Year 1         | Year 2         | Year 3         | Year 4<br>(Renewal) | Year 5<br>(Renewal) |
|----------------------------------------------------------|--------------------------------------------------------------------------|----------------|----------------|----------------|---------------------|---------------------|
|                                                          |                                                                          |                |                |                |                     |                     |
| 1.                                                       | <b>"Freedom on the Waterfront"</b><br>July 3 Annually                    | \$28,500.00    | \$28,500.00    | \$28,500.00    | \$30,000.00         | \$30,000.00         |
| 2.                                                       | <b>"Light Up Mount Dora"</b><br>November 26 Annually                     | \$6,000.00     | \$6,000.00     | \$6,000.00     | \$6,500.00          | \$6,500.00          |
| 3.                                                       | <b>"New Year's Eve Celebration"</b><br>December 31 Annually              | \$7,000.00     | \$7,000.00     | \$7,000.00     | \$7,500.00          | \$7,500.00          |
| 4.                                                       | <b>"Last Call"</b><br>Last Saturday of July<br>(Annual Alternate Event)  | \$7,000.00     | \$7,000.00     | \$7,000.00     | \$7,500.00          | \$7,500.00          |
| <b>Subtotals (per year):</b>                             |                                                                          | \$48,500.00    | \$48,500.00    | \$48,500.00    | \$51,500.00         | \$51,500.00         |
| <b>BID GRAND TOTAL<br/>(all annual events all years)</b> |                                                                          |                |                |                | \$248,500.00        |                     |
| 5.                                                       | <b>Each Additional Event:<br/>(Up to Three - Upon City Request Only)</b> | \$6-7K<br>each | \$6-7K<br>each | \$6-7K<br>each | \$6.5K-7.5K<br>each | \$6.5K-7.5K<br>each |

**Bid Grand Total (written):** Two Hundred Forty Eight Thousand Five Hundred Dollars and 00 /100

Please state percentage amount If Bidder Requires a Deposit prior to each Event: 50 %.

NOTE: The City does not guarantee a deposit and will address such requests on a per event basis.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid 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 Bid and Agreement Documents for this work. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid and the associated Agreement." Bidder further agrees the City shall compensate Bidder at the pricing shown above for work actually performed.

(Bid Pricing Form Continued on Next Page)

Company Name: Explosive Touch Enterprises, LLC.

Address: 4260 Amelia Plantation Court Vero Beach, FL 32987

Telephone Number: 1-800-590-7929

Email Address: info@explosivetouch.com

Company Authorized Representative Name: EJ Weppel IV

Signature/Date: *EJ Weppel* / January 10th, 2023

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

(Return both pages of this Bid Pricing Form with your submittal)

Remainder of This Page Intentionally Left Blank

Federal Explosives License/Permit  
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF                      ATF - Chief, FELC  
Correspondence To            244 Needy Road  
                                         Martinsburg, WV 25405-9431

License/Permit  
Number

**1-FL-061-20-5F-01296**

Chief, Federal Explosives Licensing Center (FELC)

Expiration  
Date

**June 1, 2025**

Name  
**EXPLOSIVE TOUCH ENTERPRISES LLC**

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**4260 AMELIA PLANTATION COURT  
VERO BEACH, FL 32967-**

Type of License or Permit

**20-MANUFACTURER OF EXPLOSIVES**

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**EXPLOSIVE TOUCH ENTERPRISES LLC  
4260 AMELIA PLANTATION COURT  
VERO BEACH, FL 32967-**

Licensee/Permittee Responsible Person Signature

Position Title

Printed Name

Date

Previous Edition is Obsolete

EXPLOSIVE TOUCH ENTERPRISES LLC 4260 AMELIA PLANTATION COURT 32967-1-FL-061-20-5F-01296 June 1, 2025 20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14-5400.15 Part I  
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: [www.atf.gov](http://www.atf.gov)

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **EXPLOSIVE TOUCH ENTERPRISES LLC**

Business Name:

License/Permit Number: **1-FL-061-20-5F-01296**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **June 1, 2025**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.  
April 18, 2023 Regular Session Agenda Packet





U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
Federal Explosives Licensing Center  
244 Main Street  
Martinsburg, West Virginia 25405

FOUO MINTEL  
#495  
File Number: 19101266

05/04/2022

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

DAVID L. JAMES WORTH

SWITCH  
00000000000000000000

DAVID L. JAMES WORTH  
00000000000000000000

and is ONLY valid under the following Federal Explosives License/permit:  
1. 101-01-00000000000000000000

DAVID L. JAMES WORTH  
00000000000000000000  
00000000000000000000  
00000000000000000000

THIS CLEARANCE IS VALID:

You have been approved as a responsible person under the privileged Federal Explosives License/permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully possess, store, use, and dispose of explosives incident to your duties as a responsible person. This clearance is only valid under the license or permit referenced above.

Sincerely,

*Mama Howard*

Mama Howard  
Chief, Federal Explosives Licensing Center (FELC)

FELC (Automated Service): If you receive this information in error, please contact the FELC at 1-877-225-3372. Federal Explosives Licensing Center (FELC) will not maintain information for the purpose of the service. To Contact FELC, call 1-877-225-3372, and provide the name and permit number listed below.

Mail: ATFL  
Chief, FELC  
Attn: Chief Counsel  
244 Main Street  
Martinsburg, West Virginia 25405

Phone: 1-877-225-3372  
Chief, FELC  
Attn: Chief Counsel

Call: 1-877-225-3372



U.S. Department of Transportation  
**Federal Motor Carrier Safety**

1200 New Jersey Ave., S.E.

**Administration**

Washington, DC 20590

March 24, 2021

In reply refer to:  
USDOT Number: 3185213

ELWOOD JAMES WEPPEL IV  
OWNER / PRESIDENT  
EXPLOSIVE TOUCH ENTERPRISES LLC  
ANGRY UNICORN DISPLAYS ANGRY UNICORN IMPORTS  
4260 AMELIA PLANTATION CT  
VERO BEACH, FL 32967-7824

Dear ELWOOD JAMES WEPPEL IV:

**HAZARDOUS MATERIALS SAFETY PERMIT**  
**HM Safety Permit ID: US-3185213-FL-HMSP**  
**Effective Date: March 24, 2021**

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning March 24, 2021 and remain effective through March 31, 2023 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at [fmcsa.hmsp@dot.gov](mailto:fmcsa.hmsp@dot.gov) or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Joseph P. DeLorenzo  
Director, Office of Enforcement and Compliance

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2022-2023**

**Registrant:** EXPLOSIVE TOUCH ENTERPRISES, LLC.

ATTN: Elwood James Weppel IV  
4260 AMELIA PLANTATION COURT  
VERO BEACH, FL 32967

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No: 051922550185E    Effective: July 1, 2022    Expires: June 30, 2023**

**HM Company ID: 303329**

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



## 2023 UCR Registration is VALID!



Confirmation # 000-0339-3455

Registered on: 10/04/2022 15:56 EST

Generated: 10/04/2022 15:56 EST

**Year:** 2023

| <b>Paid:</b> | <b>Date</b> | <b>Bracket</b>  | <b>UCR Fee</b> | <b>Conv. Fee</b> | <b>Total</b> |
|--------------|-------------|-----------------|----------------|------------------|--------------|
|              | 10/04/2022  | Tier 1 [1 veh.] | \$41.00        | \$1.22           | \$42.22      |

**Bracket:** 0 to 2 vehicles [1 vehicle(s)]

**USDOT #:** 3185213

**Classifications:** Motor Private Carrier

**Legal Name:** EXPLOSIVE TOUCH ENTERPRISES LLC

**DBA:** ANGRY UNICORN DISPLAYS ANGRY UNICORN IMPORTS

**Base State:** US\_GA

**Principal:** 4260 AMELIA PLANTATION CT  
VERO BEACH, FL 32967  
US

**Payor:** EXPLOSIVE TOUCH ENTERPRISES LLC

\*\*\* Expires: 12/31/2023 \*\*\*



# Florida



2021

4d DR

1 NAME JAMES IV  
2 DL# 42360  
3 DOB 03/17/1986  
4 EXP 03/17/2024  
5 AGENCY AMELIA PLANTATION CT  
6 ADDRESS VERO BEACH, FL 32967

7 DOB 03/17/1986  
8 SEX M  
9 EXP 03/17/2024  
10 HGT 5'-07"  
11 REST NONE  
12 END H

13 ISS 03/10/2020

14 SDD H742109080014

15 REPLACED 09/08/2021

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

CDL



USA



1 of 3

Jimmy Patronis  
FINANCIAL OFFICER  
Julius Halas  
DIVISION DIRECTOR



John Gatlin  
BUREAU CHIEF  
Catherine Thrasher  
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF STATE FIRE MARSHAL  
200 EAST GAINES STREET • Tallahassee, Florida 32399-0342  
Tel. 850-413-3644

STATE EXPLOSIVE LICENSE  
USER OF EXPLOSIVES  
OFFICIAL COPY

ISSUED TO: Elwood Weppel IV  
EMPLOYER: Explosive Touch Enterprises  
4260 Amelia Plantation Ct.  
Vero Beach FL 32967  
PURPOSE: Airshows & Special F/X & Pyrotechnic Displays  
TYPES OF EXPLOSIVES: Straight Dynamites, Special Dynamites, Safety Fuse, Gelatin Dynamites, Prima  
Cord, Blasting Caps, Two Component, Nitro-Carbo-Nitrate Blasting Agents  
(Nitramon, Nitrames, etc.), C-4, C-2, Boosters, Display Fireworks  
IDENTIFICATION: DOB: 03/17/1986 Height: 5'7  
Weight: 125 Hair: Brown  
Eyes: Brown Sex: Male Race: White

Issue Date: 10/01/2022  
Type: 07  
Class: 06  
County: Indian River  
License/Permit #: EL18-000032  
Expiration Date: 09/30/2023  
Taxes & Fees 125.00



*Jimmy Patronis*  
Chief Financial Officer

Jimmy Patronis  
CHIEF FINANCIAL OFFICER  
  
Julius Halas  
DIVISION DIRECTOR



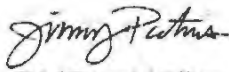
John Gatlin  
BUREAU CHIEF  
  
Catherine Thrasher  
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF STATE FIRE MARSHAL  
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342  
Tel. 850-413-3644

STATE EXPLOSIVE LICENSE  
DEALER IN EXPLOSIVES  
OFFICIAL COPY

ISSUED TO: Elwood Weppel IV  
EMPLOYER: Explosive Touch Enterprises  
4260 Amelia Plantation Ct.  
Vero Beach FL 32967  
PURPOSE: Airshows, Special F/X, Pyrotechnic Displays  
TYPES OF EXPLOSIVES: Straight Dynamites, Special Dynamites, Safety Fuse, Gelatin Dynamites, Prima  
Cord, Blasting Caps, Two Component, Nitro-Carbo-Nitrate Blasting Agents  
(Nitramon, Nitramex, etc.), C-4, C-2, Boosters, Display Fireworks  
IDENTIFICATION: DOB: 03/17/1986 Height: 5'7  
Weight: 125 Hair: Brown  
Eyes: Brown Sex: Male Race: White  
  
Issue Date: 10/01/2022  
Type: 06  
Class: 05  
County: Indian River  
License/Permit #: EL18-000034  
Expiration Date: 09/30/2023  
Taxes & Fees 450.00



  
Chief Financial Officer

Jimmy Patronis  
CHIEF FINANCIAL OFFICER  
Julius Halas  
DIVISION DIRECTOR



John Catlin  
BUREAU CHIEF  
Catherine Thrasher  
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF STATE FIRE MARSHAL  
200 EAST GAINES STREET - Tallahassee, Florida 32399-0142  
Tel. 850-413-3644

STATE EXPLOSIVE LICENSE  
MANUFACTURER DISTRIBUTOR OF EXPLOSIVES  
OFFICIAL COPY

ISSUED TO: Elwood Weppel IV  
EMPLOYER: Explosive Touch Enterprises  
4260 Amelia Plantation Ct.  
Vero Beach FL 32967  
PURPOSE: Airshows & Special F/X, Pyrotechnic Displays  
TYPES OF EXPLOSIVES: Straight Dynamites, Special Dynamites, Safety Fuse, Gelatin Dynamites, Prima  
Cord, Blasting Caps, Two Component, Nitro-Carbo-Nitrate Blasting Agents  
(Nitramon, Nitrames, etc.), C-4, C-2, Boosters, Display Fireworks  
IDENTIFICATION: DOB: 03/17/1986 Height: 5'7  
Weight: 125 Hair: Brown  
Eyes: Brown Sex: Male Race: White

Issue Date: 10/01/2022  
Type: 04  
Class: 05  
County: Indian River  
License/Permit #: EL18-000035  
Expiration Date: 09/30/2023  
Taxes & Fees 650.00



  
Chief Financial Officer



# THE PYROTECHNICS GUILD INTERNATIONAL, INC.



Certifies That

**EJ WEPPEL, IV**



Performance by the holder of this certificate is beyond the control of the PGII. This organization makes no warranty as to the holder's future performance.

Has successfully completed the PGII Display Fireworks Operator Certification and Safety Program, requiring attendance at lectures and demonstrations, a passing score on a written examination, and documented display fireworks shooting experience.

John R. Steinberg  
John R. Steinberg, PGII Course Administrator

2 January 2019  
Date

## **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 EXPLOSIVE TOUCH ENTERPRISES, LLC, 4260 Amelia Plantation Court, Vero Beach, Florida 32967, hereinafter referred to as the “CONTRACTOR”.

### **WITNESSETH:**

**WHEREAS**, the CITY has competitively solicited for Aerial Fireworks Display Services, pursuant to the CITY’s Purchasing Policy and ITB #23-PR-001; and,

**WHEREAS**, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB #23-PR-001; 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 terms of this Agreement shall be for a period of three (3) years beginning on the date of execution by the CITY. The Agreement may be extended, under the same terms and conditions as set forth herein, for up to two (2) additional one (1) year periods.

### **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 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 to 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](mailto: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 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:

|             |                                                                                                   |
|-------------|---------------------------------------------------------------------------------------------------|
| CITY:       | City of Mount Dora<br>Attention: City Manager<br>510 N. Baker Street<br>Mount Dora, Florida 32756 |
| CONTRACTOR: | Explosive Touch Enterprises, LLC<br>4260 Amelia Plantation Court<br>Vero Beach, Florida 32967     |

**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**

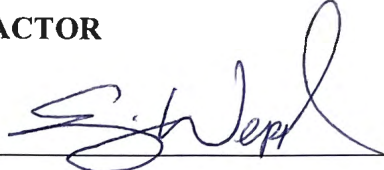
ATTEST:

\_\_\_\_\_  
**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: 

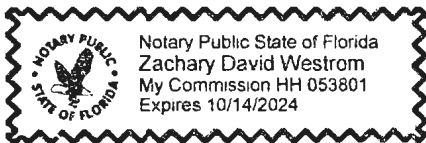
Print: EJ Weppel IV

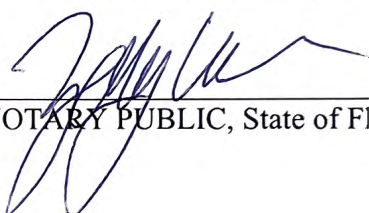
Title: President

**STATE OF FLORIDA**  
**COUNTY OF** Indian River

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of EJ Weppel, as president, of Explosive Touch LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 15<sup>th</sup> day of March, 2023.

(stamp)



  
NOTARY PUBLIC, State of Florida

**Exhibit “A”  
Scope of Services**

**“Freedom on the Waterfront” - July 3rd Annually**

1. Contractor shall provide a complete fireworks display lasting no less than twenty (20) minutes. The scheduled time of the launching will be approximately 9:15 pm EST.
2. There shall be a three-phase display with an opener no less than 1 minute, a main body of the show lasting no less than 18 minutes, and a finale lasting no less than 1 minute.
3. Shells shall be “racked” and fired from Grantham Pointe by a licensed pyrotechnic company and trained personnel.
4. All fireworks to be included in the presentation are to be premium quality 1.3G under UN0335. No consumer grade fireworks are to be used. The firework display should comprise a combination of 1 inch to 5 inch shells that meet the prior approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:

**Opener: 160 Total Display Shells**

100: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects  
30: 3 inch Premium Fireworks Shells- variety of effects  
18: 4 inch Premium Fireworks Shells -variety of effects  
12: 5 inch Premium Fireworks Shells -variety of effects

**Main Body: 2,580 Total Display Shells**

2,000: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects  
150: 3 inch Premium Fireworks Shells - variety of effects  
180: 4 inch Premium Fireworks Shells - variety of effects  
280: 5 inch Premium Fireworks Shells -variety of effects

**Grand Finale: 860 Total Display Shells**

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects  
250: 3 inch Premium Fireworks Shells -variety of effects  
55: 4 inch Premium Fireworks Shells -variety of effects  
55: 5 inch Premium Fireworks Shells -variety of effects

**TOTAL SHELL COUNT: 3,600**

### **“Last Call”– Last Saturday of July (Alternate Event)**

1. The successful proposer will a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:  
  
600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects  
380: 3 inch Premium Fireworks Shells -variety of effects  
120: 4 inch Premium Fireworks Shells -variety of effects  
**TOTAL SHELL COUNT: 1100**

### **“Light Up Mount Dora” – November 26th Annually**

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 6:30-7:00 pm.
2. Shells shall be “racked” and fired from Grantham Point by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells  
  
500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects  
320: 3 inch Premium Fireworks Shells -variety of effects  
80: 4 inch Premium Fireworks Shells -variety of effects  
**TOTAL SHELL COUNT: 900**

**“New Year’s Eve Celebration” – December 31 annually**

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:  
  
600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects  
380: 3 inch Premium Fireworks Shells -variety of effects  
120: 4 inch Premium Fireworks Shells -variety of effects  
**TOTAL SHELL COUNT: 1100**

**Additional Annual Alternate Events (up to 3) – Dates to Be Determined**

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete fireworks display lasting no less than seven (7) minutes.
2. Shells shall be “racked” and fired from an approved location and by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells  
  
600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects  
380: 3 inch Premium Fireworks Shells -variety of effects  
120: 4 inch Premium Fireworks Shells -variety of effects  
**TOTAL SHELL COUNT: 1100**



**Exhibit “B”  
Compensation**

|                                                          | Event Description                                                | Year 1      | Year 2      | Year 3      | Year 4<br>(Renewal) | Year 5<br>(Renewal) |
|----------------------------------------------------------|------------------------------------------------------------------|-------------|-------------|-------------|---------------------|---------------------|
|                                                          |                                                                  |             |             |             |                     |                     |
| 1.                                                       | “Freedom on the Waterfront”<br>July 3 Annually                   | \$28,500.00 | \$28,500.00 | \$28,500.00 | \$30,000.00         | \$30,000.00         |
| 2.                                                       | “Light Up Mount Dora”<br>November 26 Annually                    | \$6,000.00  | \$6,000.00  | \$6,000.00  | \$6,500.00          | \$6,500.00          |
| 3.                                                       | “New Year’s Eve Celebration”<br>December 31 Annually             | \$7,000.00  | \$7,000.00  | \$7,000.00  | \$7,500.00          | \$7,500.00          |
| 4.                                                       | “Last Call”<br>Last Saturday of July<br>(Annual Alternate Event) | \$7,000.00  | \$7,000.00  | \$7,000.00  | \$7,500.00          | \$7,500.00          |
| Subtotals (per year):                                    |                                                                  | \$48,500.00 | \$48,500.00 | \$48,500.00 | \$51,500.00         | \$51,500.00         |
| <b>BID GRAND TOTAL<br/>(all annual events all years)</b> |                                                                  |             |             |             | \$248,500.00        |                     |
| 5.                                                       | Each Additional Event:<br>(Up to Three - Upon City Request Only) | \$6-7K each | \$6-7K each | \$6-7K each | \$6.5K-7.5K each    | \$6.5K-7.5K each    |

**Bid Grand Total (written):** Two Hundred Forty Eight Thousand Five Hundred Dollars and 00 /100



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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Authorization for City Manager to Execute all Necessary Insurance and Title Transfer Documents Related to Acceptance of the Insurance Settlement and Coverage of the City Vehicle (VIN# 1FM5K8AR4KGB43955) Total Loss Which Occurred on December 20, 2022

---

**Introduction:**

This is a request for City Council to authorize the City Manager to execute all necessary insurance and title transfer documents related to acceptance of the insurance settlement and coverage of the City vehicle (VIN# 1FM5K8AR4KGB43955) total loss which occurred on December 20, 2022.

**Discussion:**

On December 20, 2022, a City vehicle (VIN# 1FM5K8AR4KGB43955) was totaled in an accident. This is a request to authorize the City Manager to execute all necessary insurance and title transfer documents related to the acceptance of the insurance settlement relating to this claim.

**Budget Impact:**

N/A

**Strategic Impact:**

Goal 3: Fiscal Resources

**Recommendation:**

City Council authorize City Manager to execute all necessary insurance and title transfer documents related to acceptance of the insurance settlement and coverage of the City vehicle (VIN# 1FM5K8AR4KGB43955) total loss which occurred on December 20, 2022.

**Attachment(s):**

1. Letter Authorizing City Manager to sign

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Kim Helfant, Human Resources Manager  
Aneta Barton, Budget Director  
Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/7/2023

Approved - 4/7/2023

Approved - 4/11/2023

Approved - 4/11/2023

Final Approval - 4/11/2023



**CITY OF  
MOUNT  
DORA  
CITY COUNCIL**

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

Office of the City Manager  
352-735-7126  
Fax: 352-383-4801

Customer Service  
352-735-7105  
Fax: 352-735-2892

Finance Department  
352-735-7118  
Fax: 352-735-1406

Human Resources  
352-735-7106  
Fax: 352-735-9457

Planning and Development  
352-735-7112  
Fax: 352-735-7191

**City Hall Annex**  
**900 N. Donnelly St.**  
**Mount Dora, FL 32757**

Parks and Recreation  
352-735-7183  
Fax: 352-735-3681

**Public Safety Complex**  
**1300 N. Donnelly St.**  
**Mount Dora, FL 32757**

Police Department  
352-735-7130  
Fax: 352-383-4623

Fire Department  
352-735-7140  
Fax: 352-383-0881

**Public Works Complex**  
**1501 Robie Ave.**  
**Mount Dora, FL 32757**  
352-735-7151  
Fax: 352-735-1539

**W. T. Bland Public Library**  
**1995 N. Donnelly St.**  
**Mount Dora, FL 32757**  
352-735-7180  
Fax: 352-735-0074

**Website:**  
[www.cityofmounddora.com](http://www.cityofmounddora.com)

April 18, 2023

PGCS  
Attn: Unit 648, Claim # 410443  
P.O. Box 614004  
Orlando, FL 32861

To Whom It May Concern:

I, Crissy Stile, as Mayor of the City of Mount Dora, confirm that Patrick C. Comiskey, as City Manager, is authorized to sign documents on behalf of the City of Mount Dora.

Year: 2019  
Make: Ford  
Model: Explorer Police Interceptor  
VIN: 1FM5K8AR4KGB43955

\_\_\_\_\_  
CRISSY STILE, MAYOR

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Crissy Stile, who is personally known to me, and who did/did not take an oath this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida



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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Approval of Meeting Minutes

- March 13, 2023 Work Session Minutes
- March 21, 2023 Regular Session Minutes

---

**Introduction:**

This is a request for City Council to approve meeting minutes.

**Discussion:**

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

**Budget Impact:**

N/A

**Strategic Impact:**

N/A

**Recommendation:**

City Council to approve Meeting Minutes.

**Attachment(s):**

1. 03.13.2023 Work Session Minutes\_DRAFT
2. 03.21.2023 Regular Session Minutes\_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Jeanann Hand, City Clerk

Final Approval - 3/27/2023

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



**March 13, 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 the Work Session of City Council to order at 5:00 p.m. in the Mount Dora City Hall Council Chambers.

**MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE**

A Moment of Silence and Pledge of Allegiance to the Flag was led by Councilmember Dawson.

**ROLL CALL**

**Members Present**

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

**Also Present**

Patrick C. Comiskey, City Manager  
Aneta Barton, Budget Director  
Chet Cramer, Construction Project Manager  
Jeanann Hand, City Clerk  
James Klein, Chief Water Treatment Plant Operator  
Josh Kramm, Water/Waste Water Utility Manager  
Merry Lovern, Executive Assistant to the City Manager  
George Marek, Director of Public Works  
Vince Sandersfeld, Director of Planning  
Richard Shepherd, Chief Waste Water Treatment Plant Operator

**Presenters**

Scott Breitenstein, Vice President and Associate, CPH Engineering  
Casie Brown, Professional Engineer, CPH Engineering  
William Marshall, Senior Manager, Wharton Smith, Inc.  
Drew Gumieny, Project Executive, Wharton Smith, Inc.

**DISCUSSION ITEMS**

**1.1. Options for Waste Water Treatment Plant (WWTP) #1 Rehabilitation**

City Manager Comiskey described the current conditions with two sewer plants experiencing different issues. He mentioned considerations of financing, permits, and required standards of operation. He reviewed work and planning that had taken place under staff no longer employed by the city. He explained no decision would be made at this meeting, and that the meeting was for discussion purposes only.

Mr. Breitenstein presented a PowerPoint (attached to the minutes as Exhibit A) containing information on WWTP #1, reviewing the history of CPH and Wharton Smith (Construction Manager at Risk)s' contributions at the plant and their proposed improvements.

The plant currently has an operating permit and has applied for permit renewal. A number of components are at the end of their useful life. Loans and funding through the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Loan and the Saint John's River Water Management District (SJRWMD) were explored for this project, but certain performance measurements at the plant did not qualify for that funding. CPH spoke of the ways their proposal would provide environmental and economic benefit to the city. Mr. Breitenstein mentioned the advantages of a Biological Nutrient Removal (BRN) process.

A slide was presented showing an overhead photo of the plant with numbers on the photo indicating areas of the plant listed below the photo. Proposed elements of the project were divided into three categories, prioritizing them as Must Haves, Should Haves, and Nice to Haves. All items need to be accomplished at some point. Mr. Breitenstein described the purpose of each item on the category lists and how each was evaluated to be placed in its category. Must Haves are an upgrade to the Supervisory Control and Data Acquisition (SCADA) monitoring; improvements for treatment redundancy; installation of a new clarifier to function as an aeration treatment basin during the project, and afterward to serve as an upgrade to the existing clarifiers; replacement of the travel and bridge filters; and adjustment of the sampling location to comply with FDEP requirements. The Should Haves comprise a generator upgrade and sludge dewatering improvement. The Nice to Haves comprise rehabilitating existing clarifiers to be reused, replacing pond liners, and obtaining a new influent screen.

Mr. Breitenstein presented a proposed improvement site plan. He pointed out the oxidation tank CPH plans to have refurbished and repurposed for BNR treatment, and the new clarifier. Mr. Comiskey confirmed the large tank is to be used temporarily while the oxidation ditch is converted into two units. Once the tank is converted for BNR, the existing clarifiers would keep the plant functioning. BNR could take place without a new clarifier. The 24 million dollars available for this project would fund all of the Must Haves and the generator in the Should Have list, but not the remaining items. Methods of funding past the 24 million were explored.

Mr. Marshall from Wharton Smith described their role in the project and what they have done to date. He explained their process for arriving at a Guaranteed Maximum Price.

Councilmember Bryant requested a glossary of terms common to the industry for future similar meetings. Information about pond liners was shared. Timelines of usability were estimated. The attainment, nature, and terms of the FDEP loan were clarified.

Councilmembers discussed with staff and presenters reasons for capacity decisions, environmental benefits related to unused reclaimed water, conversion of homes from septic to sewer, the inability of the city to receive loan forgiveness because of median home income, and the necessity and prioritizing of proposed feature improvements. The escalation of FDEP standards for an upgraded facility was noted.

City staff then presented Option B (attached to the minutes as Exhibit B) describing a second plan for addressing the rehabilitation of WWTP #1, which began with staff's assessment of specific conditions at the plant.

Ms. Barton spoke about the history of consultants and upgrades at the plant. With information supplied by staff, Council weighed factors to help them determine the better option for the city. Considerations included timing, costs, and funding. Option B will allow the city more control over the timeline of the project, which will provide more flexibility for funding other projects that might be necessary, including imminent work at WWTP #2.

The effect on taxpayers resulting from funding the project was mentioned, as was new development impact fees. Council discussed with staff the purposes of past waste water spending, and possible variations of the options presented. When making this decision, the city must consider other waste water spending needs, including ongoing maintenance to ensure well-functioning plants and systems in the future. Staff answered questions about comparisons between rehabilitated and new elements.

Staff is still working with the FDEP to determine true sources of odor in the area of WWTP #2. New technology at WWTP #1 would address odor remediation. Water quality in the city is good.

There is a possibility the reclaimed water clients not within the city may become clients of Apopka/Orange County, which would lower the city's FDEP reclaim requirements. The same possibility exists for service to Sorrento. It would be more advantageous to the city for Sorrento to be served by Apopka.

Option B would not involve the SJRWMD grant or the FDEP loan, although a different loan could be sought. Cost effect on taxpayers was further considered. Staff would provide more detailed information on the topic, showing impacts from both options. Insurance and warranty possibilities were explored.

Heightened permitting and chemical requirements would be needed if Option A were chosen. WWTP #1 would continue to be FDEP compliant under Option B. Staff recommends Option B. Council would like to see the liner in the perc ponds prioritized if Option B is chosen.

There is a possibility the city will be under a consent order for WWTP #2. Staff is working with Kimley-Horn on the counter proposal. Mr. Comiskey spoke about other nearby sources of odor. The city is endeavoring to reduce its gases in order to demonstrate to the FDEP that WWTP #2 is not the cause for the odor complaints.



Vice-mayor Crail asserted the actual source causing odor complaints in the area needs to be confirmed before the city devotes additional spending to odor remediation at WWTP #2, and that the other possible sources contributing to odor complaints in the area need to contribute to solutions as well. Staff is working toward that end, but must satisfy the FDEP in the process.

City staff will present further information on the impact of funding Option A, including the resulting debt ratio. The city must be prepared to fund other projects that may appear with urgency.

This item will be put to a vote at the April 18th Council meeting. Council requested further specific information, including a loading data table, the effect of either option on the overall wastewater plan for the city, and cost projections.

2. Running Utility Lines to Sorrento

Mr. Comiskey explained the reason supplying utility lines to Sorrento was considered in the past, and whether this was still of benefit to the city. The city's priority is serving the city and the areas in the Joint Planning Agreement. This item may come up on a future agenda if more requests are made for utility lines.

3. Update on Waste Water Treatment Plant #2

This item was addressed during the discussion of item one.

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

There being no further business for discussion, the meeting adjourned at approximately 7:38 p.m.

---

**CRISSY STILE, MAYOR**  
City of Mount Dora

---

**JEANANN HAND, CITY CLERK**  
City of Mount Dora

# Mt. Dora City Council Work Session WWTF #1 Improvements

**Monday, March 13<sup>th</sup>, 2023**



**CITY OF  
MOUNT  
D O R A**





# Project History



CITY OF  
MOUNT  
DORA

- CPH, LLC. Was awarded Design and Permitting services August 20, 2019, with Resolution No. 2019-110.
- Wharton-Smith CMAR Agreement on March 16, 2021.
- Summer/Fall of 2021 during final design estimated cost of project coming in high. CPH and Wharton Smith conducted an evaluation of an alternate design that would meet the same project goals within the City's budget
- Redesign was bid and GMP is at +/- \$24 Million

# Project Status Update



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## **FDEP Permitting:**

Project was submitted to FDEP and received approval. WWTF #1 Permit renewal currently being processed.



## **SRF Funding:**

Agreement signed for Project Cost of \$24 Million; Authorized Loan Amount to Date \$12 Million



## **SJRWMD Funding:**

Grant approval for \$3 Million received



# Project Goals



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Cost effectively rehabilitate existing facility to provide 1.5 MGD and readily upgraded to 1.8 MGD of treatment.

## Create Environmental Benefits

- Consistent high quality reclaimed water
- Minimize reject volume
- Improve odor control

## Create Economic Benefits

- Install more efficient filters
- Install more energy efficient motors and blowers
- Install SCADA to allow for existing manpower to continue with expanded flows

# Benefits of BNR Process



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DORA



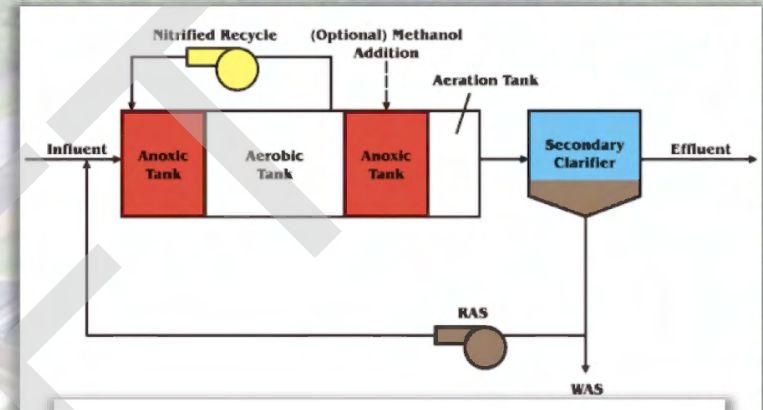
BOD < 5 mg/L

TN < 3 mg/L

TSS < 5 mg/L

TP < 1 mg/L

Improved Effluent  
Water Quality!



4-Stage Bardenpho BNR Process



# Utilizing Existing Facility Components



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MOUNT  
DORA



## Existing components to remain or be rehabilitated:

- |                            |                         |                        |
|----------------------------|-------------------------|------------------------|
| 1) Sludge Holding Tank     | 4) Clarifiers No. 1 & 2 | 7) Operating Building  |
| 2) Aerobic Digester        | 5) Oxidation Ditch      | 8) Reject Storage Pond |
| 3) Chlorine Contact Basins | 6) Lift Station         |                        |



# The Must Have's List



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MOUNT  
DORA

The Team met on-site to carefully review the existing facilities and the proposed project to come up with a “must have’s” list

## Must Have's

- SCADA Upgrade
- Treatment Redundancy
- Clarifier Capacity
- Filters
- Fixed FDEP Sampling Location

## Should Have's

- Generator Upgrade
- Sludge Dewatering

## Nice to Have's

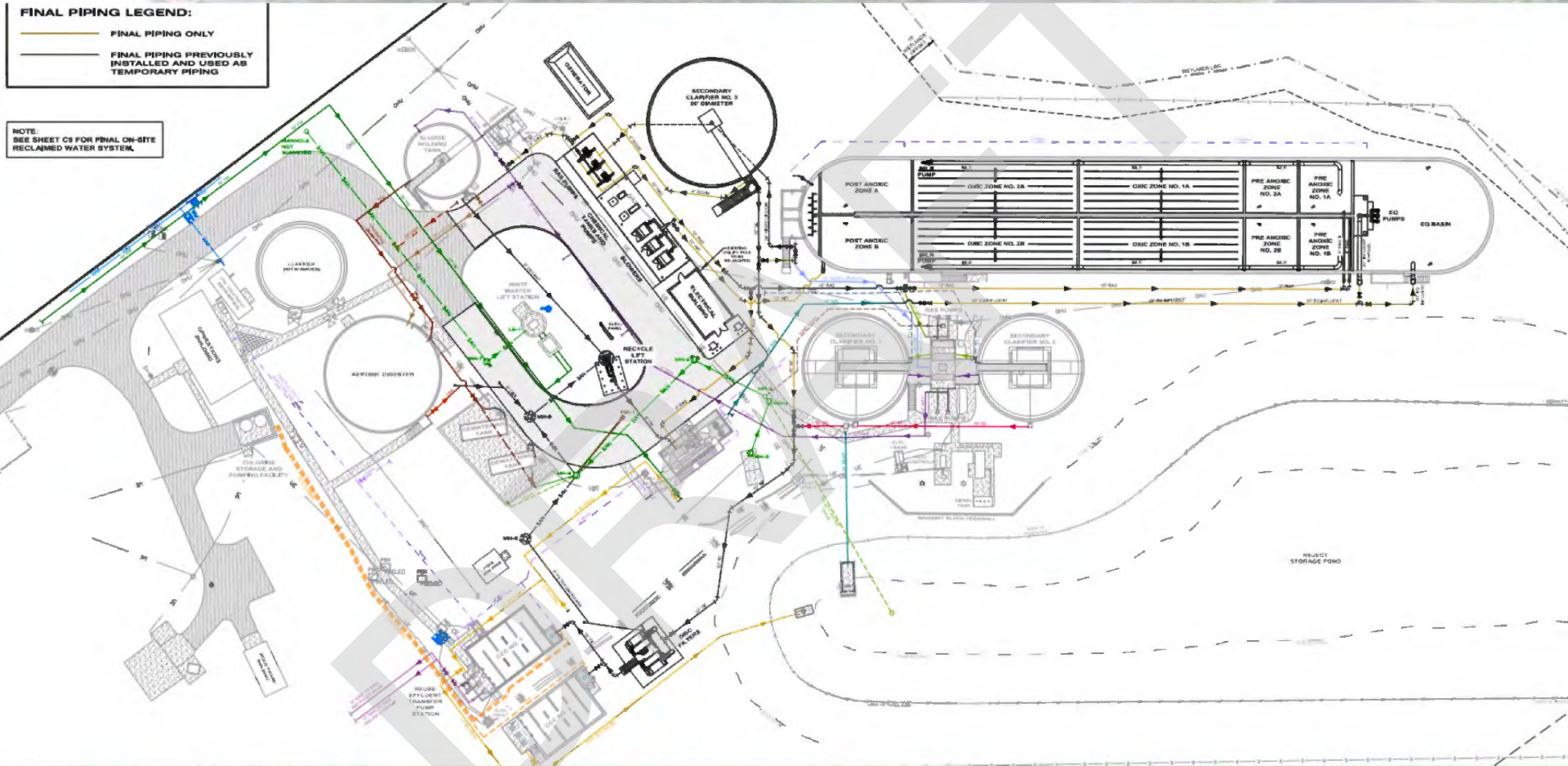
- Rehab Existing Clarifiers
- Rehab Pond
- New Influent Screen



# Proposed Improvements Site Plan



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DORA





# The GMP Process



A CMAR GMP (Guaranteed Maximum Price) is developed using competitive bidding of trades and equipment





# Questions?



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MOUNT  
DORA

**Thank You!**



# WWTP 1 Alternative Improvement Plan - Option B

March 13, 2023 City Council Work Session

Presented by

George Marek, P.E.  
Public Works Director

Josh Kramm  
Water Utility Manager

Jimmy Klein  
Chief Water Plant Operator

Jamie Hope  
Wastewater Training Technician  
Florida Rural Water Association

Aneta Barton  
Budget Director

Richard Shepherd  
Chief Wastewater Plant Operator



**CITY OF  
MOUNT  
DORA**

# What is being rehabilitated with this plan?

City staff have developed this alternative plan to improve and rehabilitate the equipment that is already in place.



**CITY OF  
MOUNT  
DORA**



# Option B timeline

## FY 2023/24

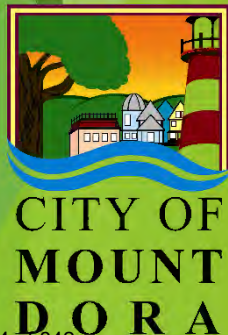
Filter Bridge Rehab  
Valve Replacement  
Recycle Lift Station  
Scada Upgrade

## FY 2024/25

1<sup>st</sup> Clarifier  
Boxes ×2  
Reject Pond Liner  
Reclaim Water  
Storage Basin

## FY 2025/26

2<sup>nd</sup> Clarifier  
Headworks and Bar  
Screen  
Reuse Pump System  
Treatment Basin



# Year 1 Proposed Improvements

## Year 1: FY 2023/24

Filter Bridge Rehab

Valve Replacement

Recycle Lift Station

Scada Upgrade



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MOUNT  
DORA**



# Year 1 Proposed Improvements

Filter Bridge Rehab (\$465,000) & Valve Replacement (\$67,031)





# Year 1 Proposed Improvements

Recycle lift station (\$375,000)

The new lift station will allow the daily process water to be taken away from the influent composite sampler.





# Year 1 Proposed Improvements

SCADA Upgrade (\$250,000)



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MOUNT  
DORA

# Year 2 Proposed Improvements

## Year 2: FY 2024/25

1st Clarifier

Sludge Dewatering Boxes ×2

Reject Pond Liner

Reclaim Water Storage Basin

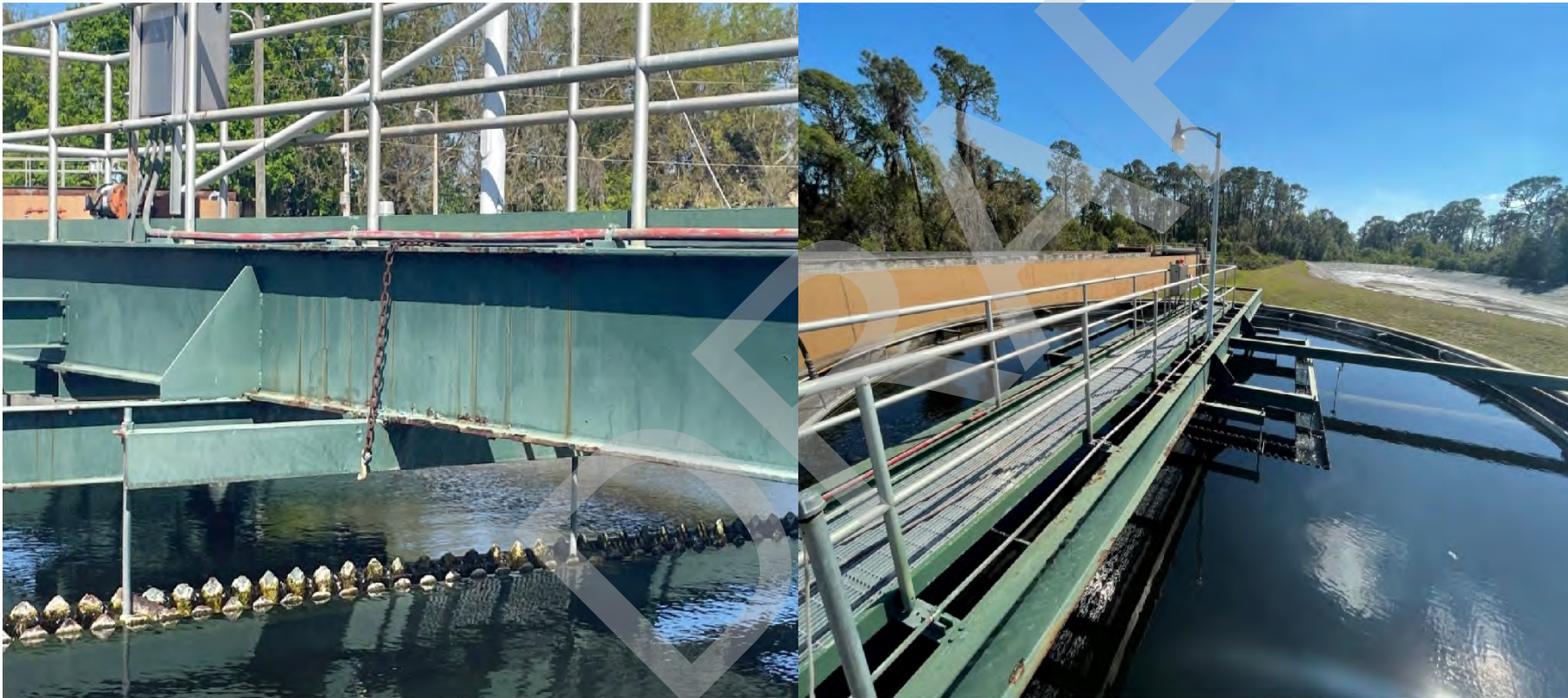


**CITY OF  
MOUNT  
DORA**



# Year 2 Proposed Improvements

1<sup>st</sup> Clarifier (\$1,000,000)



CITY OF  
MOUNT  
DORA



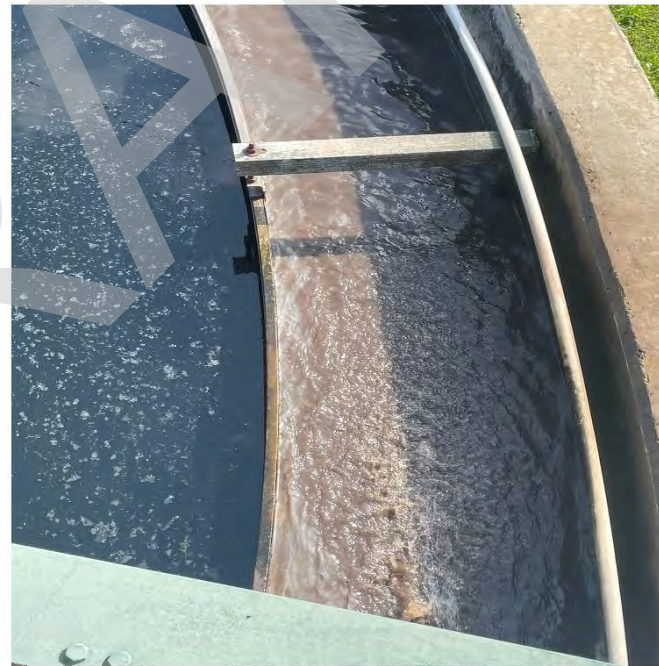
# Year 2 Proposed Improvements

These photos show the current configuration of the clarifiers at WWTP 1

Effluent ring is in the center on the current clarifiers



And the influent ring is on the outside





# Year 2 Proposed Improvements

This shows that they will be reconfigured to resemble the clarifiers at WWTP 2.

The effluent weir runs around the outside wall and will have more area



The influent will enter in the center





# Year 2 Proposed Improvements

Sludge Dewatering Boxes (\$130,000 or \$65,000 each)





# Year 2 Proposed Improvements

Reject Pond Liner (\$550,000)



**CITY OF  
MOUNT  
DORA**

# Year 2 Proposed Improvements

Reclaim Water Storage Basin (\$650,000)



**CITY OF  
MOUNT  
DORA**



# Year 3 Proposed Improvements

## Year 3: FY 2024/25

2<sup>nd</sup> Clarifier

Headworks and Bar Screen

Reuse Pump System

Treatment Basin



CITY OF  
MOUNT  
DORA

# Year 3 Proposed Improvements

2<sup>nd</sup> Clarifier (\$1,000,000)





# Year 3 Proposed Improvements

Headworks & Bar Screen (\$350,000)





# Year 3 Proposed Improvements

## Reuse Pump System (\$10,000)





# Year 3 Proposed Improvements

## Treatment Basin (TBD)



This alternative project plan schedule may be altered to meet the needs of the Wastewater Treatment Plant staff and the budget for each year.

DRAFT



**CITY OF  
MOUNT  
DORA**

# Scope & Summary Comparison

## Option A: Partial Upgrade Not Mandated by Regulation

- ◆ Scope:
  - ◆ Increase capacity from 1.5 MGD ADF to 1.8 MGD ADF
  - ◆ Existing Oxidation Ditch converted to parallel 4-stage BNR with influent equalization storage/pumping
  - ◆ New 60-foot diameter secondary clarifier #3 and RAS/WAS pump station
  - ◆ New Recycle and Equalization Pump Stations, Disk Filters, Blowers, Chemical Storage/Metering, Metal Canopy, Electrical Building, Diesel Engine Generator, plus Electrical, I&C, and civil site improvements
- ◆ **Additional costs not included in project for 2 clarifiers, headworks & bar screen, 2 sludge dewatering boxes, 2 reject pond liners & reclaim storage basin totaling \$3,680,000**
- ◆ Option changes the process for handling wastewater

## Option B: Scheduled Upgrades

- ◆ Scope:
  - ◆ 2 Clarifiers
  - ◆ Headworks & bar screen
  - ◆ 2 Sludge dewatering boxes
  - ◆ 2 Reject pond liners
  - ◆ Reclaim storage basin
- ◆ Addresses urgent needs of WWTP#1 over 3 year period
- ◆ Utilizes monies already programmed for debt service payment to fund improvements
- ◆ Allows staff to plan for and fund improvements to distribution system
- ◆ Option maintains current process for handling wastewater



**CITY OF  
MOUNT  
DORA**



# Option A vs Option B financials

|                                |                                                 |               | 20 year loan                             |  |                             |               | No loan - budget                    |
|--------------------------------|-------------------------------------------------|---------------|------------------------------------------|--|-----------------------------|---------------|-------------------------------------|
|                                |                                                 |               |                                          |  |                             |               |                                     |
|                                |                                                 |               | <b>Option A: WWTP#1 Partial Upgrades</b> |  |                             |               | <b>Option B: Scheduled Upgrades</b> |
| <b><u>SRF LOAN</u></b>         |                                                 |               |                                          |  |                             |               |                                     |
|                                | Loan                                            |               | \$ 21,000,000                            |  |                             | \$            | -                                   |
|                                | Loan fee                                        |               | \$ 400,000                               |  |                             | \$            | -                                   |
|                                | Grant                                           |               | \$ 3,000,000                             |  |                             | \$            | -                                   |
|                                | Total loan                                      |               | \$ 24,400,000                            |  |                             |               |                                     |
|                                |                                                 |               |                                          |  |                             |               |                                     |
|                                | Annual Payment estimate                         |               | \$ 1,528,001                             |  |                             |               |                                     |
|                                |                                                 |               |                                          |  | Annual Budget               | \$ 1,528,001  |                                     |
|                                |                                                 |               |                                          |  |                             |               |                                     |
| <b><u>PROJECT</u></b>          |                                                 |               |                                          |  |                             |               |                                     |
|                                | See GMP Proposal from Wharton-Smith for details |               |                                          |  |                             |               |                                     |
|                                |                                                 |               |                                          |  |                             |               |                                     |
| <b><u>ADDITIONAL COSTS</u></b> |                                                 |               |                                          |  |                             |               |                                     |
| <b><u>NOT PART OF THE</u></b>  |                                                 |               |                                          |  |                             |               |                                     |
| <b><u>PROJECT</u></b>          |                                                 |               |                                          |  |                             |               |                                     |
|                                | Clarifiers ×2                                   | \$ 1,000,000  | \$ 2,000,000                             |  | Filter Bridge Rehab         | \$ 465,000.00 | \$ 465,000                          |
|                                | Headworks and Bar Screen                        | \$ 350,000    | \$ 350,000                               |  | Valve Replacement           | \$ 67,031.00  | \$ 67,031                           |
|                                | Boxes ×2                                        | \$ 65,000     | \$ 130,000                               |  | Recycle Lift Station        | \$ 375,000.00 | \$ 375,000                          |
|                                | Reject Pond Liner                               | \$ 275,000.00 | \$ 275,000                               |  | Scada Upgrade               | \$ 250,000.00 | \$ 250,000                          |
|                                | Reclaim Water Storage Basin                     | \$ 650,000    | \$ 650,000                               |  | Clarifiers ×2               | \$ 1,000,000  | \$ 2,000,000                        |
|                                | Treatment Basin                                 | TBD           | TBD                                      |  | Boxes ×2                    | \$ 65,000.00  | \$ 130,000                          |
|                                |                                                 |               | \$ 3,405,000                             |  | Reject Pond Liner           | \$ 275,000.00 | \$ 275,000                          |
|                                |                                                 |               |                                          |  | Headworks and Bar Screen    | \$ 350,000.00 | \$ 350,000                          |
|                                |                                                 |               |                                          |  | Reuse Pump System           | \$ 10,000.00  | \$ 10,000                           |
|                                |                                                 |               |                                          |  | Reclaim Water Storage Basin | \$ 650,000.00 | \$ 650,000                          |
|                                |                                                 |               |                                          |  | Treatment Basin             | TBD           | TBD                                 |
|                                |                                                 |               |                                          |  |                             |               |                                     |
|                                | Total Cost                                      |               | \$ 27,805,000                            |  |                             | \$ 4,572,031  |                                     |



**CITY OF  
MOUNT  
DORA**

## Option B: Scheduled Upgrades Timeline & Cost Estimates

|                                                 | FY 2023/24   | FY 2024/25                     | FY 2025/26    |
|-------------------------------------------------|--------------|--------------------------------|---------------|
| Filter Bridge Rehab                             | \$ 465,000   |                                |               |
| Valve Replacement                               | \$ 67,031    |                                |               |
| Recycle Lift Station                            | \$ 375,000   |                                |               |
| Scada Upgrade                                   | \$ 250,000   |                                |               |
| Clarifier<br>Boxes ×2                           |              | \$ 1,000,000                   |               |
| Reject Pond Liner                               |              | \$ 130,000                     |               |
| Reclaim Water Storage Basin                     |              | \$ 275,000                     |               |
|                                                 |              | 650000                         |               |
| Clarifier                                       |              |                                | \$ 1,000,000  |
| Headworks and Bar Screen                        |              |                                | \$ 350,000.00 |
| Reuse Pump System                               |              |                                | \$ 10,000.00  |
| Treatment Basin                                 |              |                                | TBD           |
|                                                 | \$ 1,157,031 | \$ 2,055,000                   | \$ 1,360,000  |
|                                                 |              | <i>Total Project Estimates</i> | \$ 4,572,031  |
| Annual Payment estimate build<br>into the rates | \$ 1,528,001 | \$ 1,528,001                   | \$ 1,528,001  |
| NET \$                                          | 370,970      | \$ (156,030)                   | \$ 11,971     |





# QUESTIONS

DRAFT



**CITY OF  
MOUNT  
DORA**

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



**March 21, 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 the Regular Session of City Council to order at 6:00 p.m. in the Mount Dora City Council Chambers.

**MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE**

A Moment of Silence and Pledge of Allegiance was led by Vice-mayor Crail.

**ROLL CALL**

**Members Present**

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

**Also Present**

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

**PRESENTATIONS**

1. Earth Day Proclamation-Tree City USA Award  
Mayor Stile read the Earth Day proclamation into the record.
2. Mount Dora Yacht Club 70th Annual Sailing Regatta  
Mayor Stile read the Mount Dora Yacht Club 70th Annual Sailing Regatta proclamation into the record.
3. Bicycle Month Proclamation  
Economic Development Manager Misty Sommer read the Bicycle Month Proclamation into the record.
4. Mount Dora Fun Fact  
Mayor Stile shared the number of total electric customers, solar customers, and the fact that the city's solar farm is the largest in the county.

**PUBLIC COMMENT**

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

## **APPROVAL OF AGENDA**

***MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGENDA WITH CONSENT ITEM SEVEN MOVED TO ACTION ITEM TWO; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.***

## **BOARD APPOINTMENTS**

1. Advisory Board Appointments

***MOTION BY COUNCILMEMBER DAWSON TO APPOINT JANE SLIVKA TO THE PUBLIC ARTS COMMISSION; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.***

## **CONSENT AGENDA**

1. Request approval of piggyback agreement between the City of Mount Dora and Ten-8 Fire and Safety, LLC, related to Fire Equipment, Supplies, and Services (Lake County Contract #22-730K)
2. Request approval of piggyback agreement between the City of Mount Dora and Municipal Equipment Company, LLC, related to Fire Equipment, Supplies, and Services (Lake County Contract #22-730H)
3. Request approval of Piggyback Agreement between the City of Mount Dora and Municipal Emergency Services, Inc., related to Fire Equipment, Supplies, and Services (22-730G)
4. Request approval of Task Authorization/GMP (Guaranteed Maximum Price) with Faden Builders, Inc., related to WTP#1 North Ground Storage Tank Rehab Request authorization to purchase replacement computers from MRA International in the amount of \$53,671.08
5. Request authorization to purchase replacement computers from MRA International in the amount of \$53,671.08
6. Request approval of Amendment 3 to piggyback agreement between the City of Mount Dora and Precision Contracting Services, Inc.
7. Request acceptance of the Lenco Bearcat, VIN# 1FDAFSF9FEB46273, Stock #5301 and Florida Title Number 124963817, from the Mount Dora Heroes Foundation, LLC, with the restriction that the same will not be transferred from the ownership of the City for a period of five (5) years from the date of this acceptance, and authorization for the City Manager to execute any and all necessary documentation to effectuate the transfer of the vehicle to the ownership of the City of Mount Dora

***\*This item was moved to Action Item Number Two***

8. Request approval of Amendment 1 to the Construction Manager At-Risk agreement with Faden Builders, Inc., to include grant funding language
9. Request approval of meeting minutes

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA WITH CONSENT ITEM SEVEN MOVED TO ACTION ITEM TWO; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.***

#### **ACTION ITEMS**

1. Request Direction from City Council regarding WWTP#1 Rehabilitation/Renovation

City Manager Patrick Comiskey reviewed the purpose of the item, and reminded those present of the workshop that had taken place on March 13th. Councilmembers expressed appreciation for the follow-up information that had been provided by city staff, and for the additional individual meeting time spent reviewing the item in detail in order to fully inform their decisions. Councilmembers agreed consideration should be given to funding and the City's current and imminent wastewater needs, citywide. Vice-mayor Crail recommended a comprehensive look at updating the city's impact fees moving forward.

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

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE OPTION B IN THE WASTEWATER TREATMENT PLANT DISCUSSION; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.***

***YES*** Rolfson  
Cataldo  
Dawson  
Walker  
Bryant  
Crail  
Stile

***NO*** None

2. Request acceptance of the Lenco Bearcat, VIN# 1FDAFSF9FEB46273, Stock #5301

and Florida Title Number 124963817, from the Mount Dora Heroes Foundation, LLC, with the restriction that the same will not be transferred from the ownership of the City for a period of five (5) years from the date of this acceptance, and authorization for the City Manager to execute any and all necessary documentation to effectuate the transfer of the vehicle to the ownership of the City of Mount Dora

***\*This item was moved from Consent Item Number Seven to Action Item Number Two***

Interim Police Chief Mike Gibson provided the history leading up to this item. He supplied facts about the Bearcat, which was owned by the dissolving Heroes Foundation nonprofit that once worked closely with the Mount Dora Police Department. The vehicle is in nearly new condition and requires no maintenance at this time. Mount Dora public safety agencies consider it an asset during states of emergency. Interim Chief Gibson answered questions about the vehicle's condition, expense for maintenance or repair, operator qualifications, and its usefulness to the city. Councilmembers considered whether the vehicle would be better placed with the sheriff's office. They acknowledged the advantages of keeping it in the city.

Harlow Middleton, 699 East Fifth Avenue, legal representative for the Heroes Foundation, asserted the board of the foundation would have to consent to an alternate recipient.

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

***MOTION BY COUNCILMEMBER ROLFSON TO ACCEPT THE LENCO BEARCAT AS OFFERED BY THE MOUNT DORA HEROES FOUNDATION; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED 6-1 BY A ROLL CALL VOTE.***

***YES*** Rolfson  
Dawson  
Walker  
Bryant  
Crail  
Stile  
***NO*** Cataldo

**PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES**

1. Request approval of first reading of **Ordinance No. 2023-07**, Revising Public Arts Commission

City Attorney Sherry Sutphen read Ordinance No.2023-07 by title only.

ORDINANCE NO.: 2023-07

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PUBLIC ARTS COMMISSION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 2, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 4, PUBLIC ARTS COMMISSION, SECTION 2-312, MEMBERSHIP AND TERMS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION, SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen explained the ordinance serves the purpose of providing consistency between the standards for membership on city boards. Councilmembers clarified that this ordinance points back to Ordinance No. 2022-26, adopted last November, which defines standards for all boards. Councilmember Rolson characterized this ordinance and the two following it on the agenda as pro forma.

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

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-07, REVISING PUBLIC ARTS COMMISSION; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.***

**YES** Rolson  
Cataldo  
Dawson  
Walker  
Bryant  
Crail  
Stile

**NO** None

2. Request approval of first reading of **Ordinance No. 2023-08**, Revising Parks and Recreation Advisory Board

City Attorney Sherry Sutphen read Ordinance No.2023-08 by title only.

ORDINANCE NO.: 2023-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING



FOR AMENDMENTS TO CHAPTER 2, ADMINISTRATION, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 3, PARKS AND RECREATION BOARD, SECTION 2-292, MEMBERSHIP AND TERMS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION, SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Sutphen explained this item is similar to the last one and serves the same purpose of revising the former ordinance to align with Ordinance No. 2022-26.

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

***MOTION BY VICE-MAYOR CRAIL TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-08, REVISING PARKS AND RECREATION ADVISORY BOARD; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.***

**YES** Crail  
Cataldo  
Rolfson  
Dawson  
Walker  
Bryant  
Stile

**NO** None

3. Request approval of first reading of **Ordinance No. 2023-09**, Revising Library Advisory Board

City Attorney Sherry Sutphen read Ordinance No.2023-09 by title only.

**ORDINANCE NO.: 2023-09**

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LIBRARY ADVISORY BOARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 30, LIBRARY, ARTICLE II, LIBRARY BOARD, SECTION 30-25, ORGANIZATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION, SCRIVENER'S ERRORS AND THE ADJUSTMENT OF PRONOUNS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Sutphen explained this item was similar to the last two and serves the same purpose of revising the former ordinance to align with Ordinance No. 2022-26.

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

***MOTION BY COUNCILMEMBER CATALDO TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-09, REVISING LIBRARY ADVISORY BOARD; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.***

**YES** Cataldo  
Dawson  
Rolfson  
Walker  
Bryant  
Crail  
Stile

**NO** None

4. Request adoption of **Resolution No. 2023-14**, New Power Surge Protection Program  
City Attorney Sutphen read Resolution No. 2023-14 by title only.

#### RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ELECTRIC UTILITY SURGE PROTECTION PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF SURGE PROTECTION PROGRAM; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Electric Utility Directory Steve Langley described how the program would work. He answered questions about which items will be covered by the program, the costs to customers and to the city, and the terms. Councilmembers acknowledged the benefits of the program. The program will be for large appliances only, with installation taking place at the meter. Adopting this resolution would approve the entire program.

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

***MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2023-14, POWER SURGE PROTECTION PROGRAM; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.***

***YES*** Crail  
Walker  
Cataldo  
Rolfson  
Dawson  
Bryant  
Stile

***NO*** None

5. Request adoption of **Resolution No. 2023-13**, Establishing a Law Enforcement Training Sponsorship Program

City Attorney Sutphen read Resolution No. 2023-13 by title only.

#### RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LAW ENFORCEMENT TRAINING SPONSORSHIP PROGRAM; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE CREATION OF THE LAW ENFORCEMENT TRAINING SPONSORSHIP PROGRAM; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Interim Chief Gibson described the challenges the Mount Dora Police Department faces with regard to recruitment. The proposed training program would raise Mount Dora's level of competitiveness for attracting new applicants. Officers trained by the city will be more likely to stay with the city long-term. He answered questions from Council about the costs of the program, commitment requirements for trainees, training timelines, the proposed number of trainees, and comparisons to similar programs in other communities. He would follow up with information about the program's success in other cities, and the total financial commitment required from the city. Councilmembers acknowledged the importance of Mount Dora's police force.

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

***MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-13, ESTABLISHING A LAW ENFORCEMENT TRAINING SPONSORSHIP PROGRAM; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.***

***YES*** Rolfson  
Cataldo  
Dawson  
Walker  
Bryant  
Crail  
Stile

***NO*** None

### **CITY MANAGER'S REPORT**

Mr. Comiskey invited Mr. Langley to announce a reduction in the city's electric rates. Mr. Langley spoke about the solar farm, which would hold a ribbon cutting the following day. Mr. Comiskey clarified the purpose of the solar farm.

Ms Sommer spoke about the Trail Town application that had just been submitted on behalf of the city.

Councilmember Rolfson spoke on resources to learn about legislative updates.

### **CITY ATTORNEY'S REPORT**

Ms. Sutphen announced two legal filings on behalf of the AMCO developer regarding the project that was voted on at the February 21st meeting. The first filing requests a magistrate reexamine the city's decision. Mediation could take place in order to arrive at a solution. Legal counsel for both parties must agree upon a magistrate. Ms. Sutphen requested authority to choose a magistrate on behalf of the city.

The second filing is a writ of certiorari with an immediate motion to hold that matter in abeyance. A resolution to the first filing may preclude action on the second filing. Ms. Sutphen answered questions regarding the filings and appropriate councilmember behavior.

***MOTION BY COUNCILMEMBER ROLFSON TO GRANT CITY ATTORNEY SUTPHEN AUTHORITY TO WORK WITH THE PLAINTIFF'S ATTORNEY TO SELECT A MAGISTRATE, AND TO APPROVE THE CITY ATTORNEY WORKING WITH THE CITY MANAGER, THE MAYOR AND THE CITY PLANNING DIRECTOR ON THIS MATTER; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.***

There is no new information on the joint planning agreement.

The city was voluntarily dismissed from a lawsuit last week.

### **COMMUNICATIONS AND REPORTS**

1. Councilmember Nate Walker  
Councilmember Walker expressed appreciation for city staff.
2. Councilmember Doug Bryant  
Councilmember Bryant thanked staff. Mr. Comiskey provided an update on hiring an arborist.
3. Councilmember John Cataldo  
Councilmember Cataldo thanked staff.
4. Councilmember Dennis Dawson  
Councilmember Dawson thanked staff.
5. Councilmember Cal Rolfson  
Councilmember Rolfson complimented the art festival. He thanked Mr. Langley for the news about utility rates.
6. Vice-Mayor Marc Crail  
Vice-mayor Crail thanked staff. He also thanked Mr. Comiskey for taking action on items that had been brought to his attention.
7. Mayor Crissy Stile  
Mayor Stile thanked law enforcement for their presence at the Getman funeral. She spoke about county response to city communications, and expressed well wishes to the departing Public Information Officer Vershurn Ford.

### **ADJOURNMENT**

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

There being no further business for discussion, the meeting adjourned at approximately 8:10 p.m.

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**CRISSY STILE, MAYOR**  
City of Mount Dora

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**JEANANN HAND, CITY CLERK**  
City of Mount Dora



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

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**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Approval of Agreement Between the City of Mount Dora and Patterson and Dewar Engineers, Inc. Related to Substation and Generating Station Maintenance Services

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**Introduction:**

This is a request for City Council to Approve the agreement between the City of Mount Dora and Patterson and Dewar Engineers, Inc. related to substation and generating station maintenance services.

**Discussion:**

This is a request for City Council to approve the agreement between the City of Mount Dora and Patterson and Dewar Engineers, Inc., one of twelve vendors to perform substation maintenance based on their capabilities and expertise in substation devices and systems. This request is pursuant to the invitation to bid issued by Florida Municipal Power Agency (FMPA) Bid ITB # 2022-034.

Mount Dora Electric Utility substation currently has three large transformers with breakers, bus work, relays, and circuit switchers that provide sufficient capacity and contingency to serve our customers. It is critical that routine scheduled maintenance and equipment repair be performed on substation equipment to ensure excellent reliable electric service to our customers. Due to the many pieces of equipment and control devices and the needed availability for emergencies, it is important to have several contractors available with different capabilities.

The City of Mount Dora Electric is a member of FMPA and participated as a named participant in the cooperative bid issued by FMPA for competitive solicitation of Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern



Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC..

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document.

The City of Mount Dora Electric Utilities Department reviewed the proposals and confirmed FMPA criteria. All suppliers agreed to bid pricing and the terms and conditions within the FMPA Invitation to Bid documents.

**Budget Impact:**

The Electric department budgeted \$30,000 for other contractual services in the current FY 2022-2023 budget that can be used for this purpose.

**Strategic Impact:**

Infrastructure – This contract is critical to maintain the Mount Dora Substation in providing reliable power to our customers.

**Recommendation:**

City Council approve agreement between the City of Mount Dora and Patterson and Dewar Engineers, Inc. related to substation and generating station maintenance services.

**Attachment(s):**

1. Patterson & Dewar Engineers - Mount Dora Agreement

Prepared by: vedderl vedderl, Administrative Assistant  
Reviewed by: Steve Langley, Electric Utility Director  
Aneta Barton, Budget Director  
Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/4/2023  
Approved - 4/4/2023  
Approved - 4/11/2023  
Approved - 4/11/2023  
Final Approval - 4/11/2023

## **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 PATTERSON AND DEWAR ENGINEERS, INC., 850 Center Way, Norcross, Georgia 30071, 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 various, continuing purchases, utilizing that Substation and Generating Station Maintenance Services Agreement between the Florida Municipal Power Agency and the CONTRACTOR, identified through that FMPA Award Memorandum dated January 30, 2023, and Response from CONTRACTOR attached hereto as **Composite Exhibit “A”**, made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract”, and which was competitively solicited for and negotiated by the Florida Municipal Power Agency through ITB# 2022-034; and,

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

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

#### **SECTION 1.           TERM.**

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the CITY and may be extended for three (3) additional one (1) year terms.

#### **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: Patterson and Dewar Engineers, Inc.  
850 Center Way  
Norcross, Georgia 30071

**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](mailto: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

Anita Atkinson

Print: Anita Atkinson

Title: Vice President

STATE OF GEORGIA  
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Anita Atkinson, as Vice President, of Patterson & Dewar Engineers, 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 10 day of April, 2023.

(stamp)



Jane Woods  
NOTARY PUBLIC

**Exhibit “A”**  
Cooperative Contract  
Award Memorandum dated January 30, 2023,  
issued by Florida Municipal Power Agency listing  
Patterson and Dewar Engineers, Inc.



Sharon Samuels  
Member Services Programs and Procurement Administrator

**MEMORANDUM**

January 30, 2023

**To:** FMPA Members

**From:** Sharon Samuels

**Re:** Substation & Generating Station Maintenance Services - Award ITB# 2022-034

\*\*\*\*\*  
FMPA issued competitive solicitation for Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC.

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document. Please see the table of award selection on the following page.

These awarded bidders will extend the bid prices and terms to other FMPA Members as stated in our bid document. This bid award is effective until February 1, 2024; at that time the award may be extended by mutual consent.

Should you have any concerns or questions, please feel free to contact me.

cc: Awarded Bidders

**FMPA**  
**Provision of Substation and Generating Station Maintenance Services**  
**SUMMARY OF SPECIALTY AREAS**

| SCOPE OF WORK                                                                                    | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                  | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| General Substation Site Inspection (Section 2)                                                   |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Inspection, Testing, and Maintenance (Section 3)                                 | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Repair and Reconditioning (Section 4)                                            | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Relay Inspection, Testing, Maintenance, & Repair (Section 5)                                     | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 | ✓             | ✓                   |
| Capacitor Bank Inspection, Testing, Maintenance, & Repair (Section 6)                            |         | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Meter Inspection & Testing (Section 7)                                                           | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Metal Clad Breaker Repair and Reconditioning (Section 8)                                         | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Power Transformer & LTC Inspection, Testing, Maintenance, and Repair (Section 9)                 | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Single Phase Voltage Regulators Inspection, Testing, Maintenance, and Repair (Section 10)        |         |                        | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         | ✓               |               |                     |
| Circuit Switcher and Disconnect Switch Inspection, Testing, Maintenance, and Repair (Section 11) | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Recloser Inspection, Testing, Maintenance, and Repair (Section 12)                               |         | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 | ✓             |                     |

| SCOPE OF WORK                                                                              | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                            | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| DC Control Circuitry Inspection, Testing, Maintenance, and Repair (Section 13)             | ✓       | ✓                      | ✓                                 |           |         | ✓             |      | ✓                 | ✓                         |                 | ✓             |                     |
| Protection Communication Systems Inspection, Testing, Maintenance, and Repair (Section 14) | ✓       | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 | ✓             |                     |
| Instrument Potential Transformer Inspection, Testing, Maintenance, and Repair (Section 15) | ✓       | ✓                      | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Current Transformer Inspection, Testing, Maintenance, and Repair (Section 16)              | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         |                 | ✓             |                     |
| Potential Circuit Tests (Section 17)                                                       | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 |               |                     |
| Battery Inspection, Testing, Maintenance, and Repair Charger (Section 18)                  |         | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Annunciator Inspection, Testing, Maintenance, and Repair (Section 19)                      | ✓       | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 |               |                     |
| SCADA Equipment (Section 20)                                                               |         | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 |               |                     |
| Mineral Oil Services (Section 21)                                                          |         | ✓                      | ✓                                 | ✓         | ✓       |               |      |                   | ✓                         | ✓               | ✓             |                     |
| Installation and Replacement of Equipment (Section 22)                                     | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Live Line Insulator Washing (Section 23)                                                   |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Ground Grid Inspection, Testing, Maintenance, and Repair (Section 24)                      |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |



| SCOPE OF WORK                                                                                                       | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|---------------------------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                                     | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| This Bidder Offers all or some of the Miscellaneous Work (Trenching, Wiring, Fencing, and Control Building Repairs) |         |                        | ✓                                 | ✓         |         | ✓             |      |                   |                           | ✓               |               |                     |

**NOTE:** Vendors with ✓ took exceptions to the FMPA Terms & Conditions. Please see the Exceptions & Clarifications page for details

**Provision of Substation and Generating Substation Maintenance  
FMPA ITB# 2022-034**

**Bidders Exceptions and Clarifications**

ABB, Inc.

- **Took exception to FMPA Terms and Conditions; stating that the ABB Standard Terms and Conditions will take precedence over the terms of the bid document. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.**
- **Took exception to Sections 35, 39, 21, 23 of the terms.**
- **Took exception to Section 2.1 of the specifications; stating ABB will not be held liable for proper function of devices/materials outside ABB expertise.**
- Participating Member is required to pay all reasonable expenses incurred in connection with schedule delay, suspension, or cancellation. It is not limited to demobilization/remobilization, costs of storage, and cancellation charges. The schedule for ABB obligations shall be extended for a period of time reasonably necessary to overcome the effects of schedule delay.
  - o Within 7 days prior to commencement of services -\$500 to \$7,500 per resource assigned.
  - o Within 72 hours prior to commencement of services -\$2,500 to \$10,000 per resource assigned.
  - o Within 24 hours prior to commencement of services -\$2,500 to \$25,000 per resource assigned.
- Invoice to be issued, 100% Upon substantial completion of each scheduled visit.
- Payment terms: Net 30 days from date of invoice
- Pricing does not include any applicable taxes, permits, and licensing fees.
- Four-week notice is required for assigning engineering services.
- Services are considered Substantially Complete when services performed by ABB can be occupied by buyer or buyer can use the services portion for its intended use.
- Cost provided for transportation is considered a non-binding estimate. Due to fluctuating transportation cost, at time of delivery, ABB will invoice actual cost to the Participating Member.
- Participating Member shall be responsible for disposal of waste generated at work site. Be responsible for removal/replacement of any obstructions that interfere with access of existing equipment.
- ABB notes they shall not be liable for material supply, coronavirus outbreaks, or issues with transportation.

ELECTRIC POWER SYSTEMS

- Payment is 30 days from receipt of invoice.
- Additional 10% mark-up apply for materials.
- Crew makeup will be determined by job specific factors including schedule and safety requirements.
- Travel rates are round trip per person.
- Jobs lasting two (2) weeks or more, will incur travel charges every two weeks per person.
- GSA rates for lodging and per diem.

## ELECTRIC POWER SYSTEMS – cont.

- **EPS provided set up and breakdown rates as Time & Materials, which may present concerns for FEMA reimbursements, should a Member decide to use reimbursements for installation following a storm – FEMA requires that T&M is only acceptable if there are no other rates options available. If T&M is used, there must be a price ceiling. Participating Members may choose to provide the price ceiling in their purchase order.**
- Emergency rates are applicable for first 48 hours; then regular time rates apply.

## ELECTRICAL ENGINEERING ENTERPRISE

- Took no exceptions
- 2% discount for payment within 15 days.
- Additional 15% mark-up apply for materials.
- Storm/Emergency response is provided at premium time.
- Breakdown/Setup cost is \$250
- Charge for cancellation prior to mobilization is \$750.
- Charge for cancellation after mobilization is \$1,500.
- Per diem charge will be \$300

## FLO POWER, LLC

- Took no exceptions
- 3% discount for payment within 15 days.
- Additional 16% mark-up apply for materials.
- Cost of \$100 per man, per hour applies to uncoordinated work less than 10 hours notice
- Cost of \$100 per hour, per man, emergency work; plus fleet and tools; except for vacuum processing, rig, generator, and filter press.
- Cost noted for technician includes a helper.
- Cost for electrician includes tools and fleet; does not include vacuum dehydration rig and generator or oil filter press.
- Flo Power provides oversight of fencing, trenching, control building repairs and wiring. Can provide pricing as requested.

## HITACHI ENERGY

- **Took exception to the FMPA Terms and Conditions; providing a supplemental one-time agreement. stating that where there is conflict between FMPA and the Hitachi terms, their terms will prevail. Where there is no conflict, the FMPA Standard Terms and Conditions will take precedence. Where terms are silent, the Hitachi terms will prevail. For this reason, FMPA recommends rejecting this submittal. Exceptions appear to be: **Warranty, Insurance** (additional insured shall only be to third party claims to the extend caused by negligence), **Limitation of Liability** (Hitachi will not be liable; if so, shall be a not to exceed the PO value), **Termination/Cancellation** (add 40% restocking/handling fee. No return/exchange on non-stock items. No return/exchange after 60 days from factory ship date). **Liquated damages will not apply. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.****
- Any rates not specified in the bid will be per Hitachi's published rate.
- Additional 25% mark-up apply for materials.
- Charge for cancellation prior to mobilization is \$2,500 per person, per hour. Charge for cancellation after mobilization is \$16,110 per person, per hour.
- Cost for mobilization to each located is on a "per person, per hour" basis.
- Cost of \$2,500, plus \$3.50 per mile each way, for vacuum oil processing trailer daily.

#### MP PREDICTIVE TECHNOLOGIES, INC.

- Took no exceptions
- Additional 16.5% mark-up apply for materials.
- Charge for cancellation after mobilization is \$2,000 flat fee.
- Cost of \$500 for any testing equipment that is not “in-house”
- Work schedule is Mon-Fri, 8 hours. Overtime is past 8 hours in a day.
- Overtime, Saturdays, and emergencies are time and a half. Sundays and holidays are double time.

#### NORTH AMERICAN SUBSTATION SERVICES

- **Took exception to: FMPA Liquidated damages** - NASS request that liquated damages shall not exceed 25% of each PO. **Exception to Indemnity** – NASS requested the addition of “mutual of consequential damages” to the end of the Indemnity section of the bid. ***Acceptance of these terms is at the discretion of each Participating Member.***
- Payment is net 30 days.

#### PATTERSON & DEWAR.

- Took no exceptions
- Additional 12% mark-up apply for materials.
- Charge for cancellation after mobilization will be determined at the time based on the job.
- Charge for breakdown/setup will be determined at the time based on the job.
- Per diem charge will be actual costs, typically \$225 for meals and hotel.
- NASS provided a list of testing and commissioning equipment.

#### PREMIER POWER MAINTENANCE

- **Took exceptions to:** PPM request that prior to work, customer will provide to PPM the schedule to ensure they're able to meet the deadline. They request adding the to the following to the **Liquidated Damages** section of the RFP “liquated damages not exceed 5% of the work order”. ***Acceptance of these terms is at the discretion of each Participating Member.***
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- GSA rates for lodging and per diem. Emergency rates apply for the first 24 hours, regular rates apply after that.
- Charge for cancellation prior to mobilization is 5% of the project.
- Charge for cancellation after mobilization is mobilization plus 5% of the project.
- Mileage for mobilization to each city is based on 1 round trip.
- Cost for travel is hourly at a rate of \$102.60, and estimated hours to destination.
- Standard crew size for most mobilization will be 2 technicians, unless otherwise stated.
- Cost for storm/emergency work is 1.25x standard rate.
- Mobilizations for a single technician requires the presence of 1 utility member onsite.
- Clarification that the following tasks are performed by 1 technician: Infrared scanning, site inspection, off-site breaker reconditioning.

#### SOUTHERN SWITCH AND CONTACTS

- Took no exceptions
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- Additional charges for rental equipment apply at cost +15% and delivery/pickup adders
- Storm/emergency rate is 2x the rates.
- Assumptions for mobilization: 4-man crew, 1 way trip.
- Charge for cancellation after mobilization is \$500.

#### TAW TECHNICAL FIELD SERVICES, INC.

- Took no exceptions
- Charge for cancellation prior to mobilization is 25% of the project.
- Charge for cancellation after mobilization is 75% of the project.
- Per diem charge will be \$225
- Additional 20% mark-up apply for materials.
- Storm/emergency rate is \$205.50.
- Additional charges 20% applies to markup for rental equipment.

#### TRC.

- **Took exception to the FMPA Terms and Conditions sections: 31 Code of Ethics; 32 Collusion; 33 Indemnity; 34 Insurance, TRC to use ISO endorsement for coverage; 35 Warranty; 36 Acceptance of Services; 37 Termination for Default; 38 Termination for Convenience; 39 Liquidated Damages; Liability; 40 Control of Work and Subcontractors; 41 Suspension of Work; 42 Acceptance and Payment for Work Completed; 43 Modification or Withdrawal of bid; and 44 Errors in Bids. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.**
- Mobilization cost and travel time will be calculated and listed as a separate cost per proposal. No mobilization costs were provided. **FMPA recommends rejecting this submittal. Acceptance is at the discretion of each Participating Member.**
- Charge for cancellation after mobilization is mobilization cost.
- Per diem charge will be GSA rates for lodging and per diem.
- Additional 10% mark-up apply for materials.
- Storm/emergency rate is \$195 per hour, per man.

#### UTILITY ENGINEERING, LLC

- Took no exceptions
- Charge for cancellation after mobilization is mobilization cost.
- Breakdown/Setup cost is \$200
- Per diem charge will be \$180
- Storm/emergency rate is \$150 hourly rate.

**PROPOSAL TO FURNISH AND DELIVER  
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE  
FOR THE FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-7.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount \_\_\_\_% for payment made within \_\_\_\_ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-7.

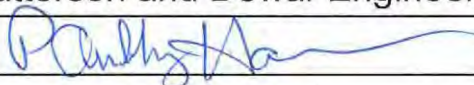
Prices quoted shall remain firm and irrevocable for a period of 365 days.

**ADDENDA.** The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

|        |            |       |                             |
|--------|------------|-------|-----------------------------|
| Number | <u>N/A</u> | Dated | <u>                    </u> |
| Number | <u>N/A</u> | Dated | <u>                    </u> |

Respectfully submitted:

Company Name: Patterson and Dewar Engineers, Inc.

Signature: 

(Authorized Representative)

P. Anthony Hanson (Principal Engineer)

(Type or Print Name of Signer)

Address: 850 Center Way  
Norcross, GA 30071

E-Mail Address: ahanson@pdengineers.com

Telephone Number: 615-527-7077

Toll Free Number:                                     

Date: 11/1/2022



**FLORIDA MUNICIPAL POWER AGENCY**  
**Substation and Generating Station Maintenance Services - Bid Form**

| Travel Cost Breakdown:                                                                                                                                                                                                                                                                                                                       | Charge (\$)               | Below, please indicate the <b>total travel cost</b> per crew, including mileage and man-hours, from your facility to <b>each individual city</b> . |                         |                            |                                |                  |                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------|--------------------------------|------------------|----------------------------|
| Mileage rate (\$ per mile)                                                                                                                                                                                                                                                                                                                   | \$0.625<br>(IRS standard) | <b>ZONE 1</b>                                                                                                                                      | Beaches Energy Services | City of Green Cove Springs | City of Starke                 | City of Mt. Dora | New Smyrna Beach Utilities |
| Travel Rate (\$ per hour per man)                                                                                                                                                                                                                                                                                                            | <b>\$125</b>              |                                                                                                                                                    | \$2,153                 | \$2,153                    | \$2,030                        | \$2,353          | \$2,453                    |
|                                                                                                                                                                                                                                                                                                                                              |                           | <b>ZONE 2</b>                                                                                                                                      | City of Bartow          | City of Wauchula           |                                |                  |                            |
|                                                                                                                                                                                                                                                                                                                                              |                           |                                                                                                                                                    | \$2,510                 | \$2,586                    |                                |                  |                            |
| <p>* NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein.</p> <p>In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below.</p> <p style="text-align: center;"><u>N/A</u></p> |                           | <b>ZONE 3</b>                                                                                                                                      | City of Clewiston       | City of Homestead          | Ft. Pierce Utilities Authority |                  |                            |
|                                                                                                                                                                                                                                                                                                                                              |                           |                                                                                                                                                    | \$2,913                 | \$3,270                    | \$2,773                        |                  |                            |
|                                                                                                                                                                                                                                                                                                                                              |                           | <b>ZONE 4</b>                                                                                                                                      | Keys Energy Services    |                            |                                |                  |                            |
|                                                                                                                                                                                                                                                                                                                                              |                           |                                                                                                                                                    | \$3,683                 |                            |                                |                  |                            |
|                                                                                                                                                                                                                                                                                                                                              |                           | <b>ZONE 5</b>                                                                                                                                      | Town of Havana          |                            |                                |                  |                            |
| \$1,797                                                                                                                                                                                                                                                                                                                                      |                           |                                                                                                                                                    |                         |                            |                                |                  |                            |
| <b>Miscellaneous Charges:</b>                                                                                                                                                                                                                                                                                                                | <b>Charge (\$)</b>        | <b>Comments:</b>                                                                                                                                   |                         |                            |                                |                  |                            |
| Charge if work is cancelled prior to mobilization                                                                                                                                                                                                                                                                                            | 0.00                      |                                                                                                                                                    |                         |                            |                                |                  |                            |
| Charge if work is cancelled after mobilization                                                                                                                                                                                                                                                                                               | TBD                       | Mobilization charges as listed above will be assessed in this case                                                                                 |                         |                            |                                |                  |                            |
| Breakdown and setup costs                                                                                                                                                                                                                                                                                                                    | TBD                       | This depends on the job; such costs will be included in scope when requested                                                                       |                         |                            |                                |                  |                            |
| Per diem rate if overnight stay is required                                                                                                                                                                                                                                                                                                  | TBD                       | Would charge actual expenses (typically \$225 for meals and hotel)                                                                                 |                         |                            |                                |                  |                            |
| Mark-up rate for materials                                                                                                                                                                                                                                                                                                                   | 12%                       |                                                                                                                                                    |                         |                            |                                |                  |                            |
| Storm/Emergency-related response rate                                                                                                                                                                                                                                                                                                        | \$150                     |                                                                                                                                                    |                         |                            |                                |                  |                            |
| Additional charges (please provide explanation)                                                                                                                                                                                                                                                                                              | N/A                       |                                                                                                                                                    |                         |                            |                                |                  |                            |

**FLORIDA MUNICIPAL POWER AGENCY**  
**Substation and Generating Station Maintenance Services - Bid Form**

| Hourly Charges:                                        | Charge (\$) | Comments:                                     |
|--------------------------------------------------------|-------------|-----------------------------------------------|
| Hourly Cost (Straight Time) for Technician             | \$225.00    | This will vary, but the maximum rate is \$225 |
| Overtime Hourly Cost for Technician                    | \$337.50    |                                               |
| Premium Hourly Cost for Technician                     | \$450.00    |                                               |
| Hourly Cost (Straight Time) for Technician Supervisor  | \$288.00    |                                               |
| Hourly Charges:                                        |             |                                               |
| Hourly Cost (Straight Time) for Electrician            | N/A         | We do not have electricians on staff.         |
| Overtime Hourly Cost for Electrician                   | N/A         |                                               |
| Premium Hourly Cost for Electrician                    | N/A         |                                               |
| Hourly Cost (Straight Time) for Electrician Supervisor | N/A         |                                               |

# DRUG-FREE WORKPLACE COMPLIANCE FORM

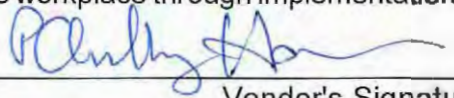
## IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that  
Patterson and Dewar Engineers, Inc. does:

(Name of business)

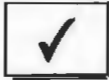
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

  
Vendor's Signature

11/01/22  
Date

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

**AFFIDAVIT OF COMPLIANCE**  
FMPA ITB # 2022-034



We DO NOT take exception to the Bid Specifications.

\_\_\_\_\_ We TAKE exception to the Bid Specifications as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: Patterson and Dewar Engineers, Inc.

By: \_\_\_\_\_

*P. Anthony Hanson*

(Authorized Person's Signature)

P. Anthony Hanson (Principal Engineer)

(Print or type name and title of signer)

Company Address: 850 Center Way, Norcross, GA 30071

Telephone Number: 770-453-1410

Toll Free Number: \_\_\_\_\_

Fax Number: 770-453-1411

Date: \_\_\_\_\_

*11/01/22*

Minority Business Status: Yes ☐

No ☒

If yes, please indicate type and certificate # below

AOC - 1



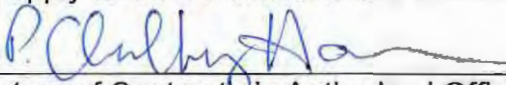
**Anti-Lobbying Declaration**  
**Certification for Contracts, Grants, Loans and Cooperative Agreements**  
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, Patterson and Dewar Engineers, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official  
**P. Anthony Hanson (Principal Engineer)**  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

11/1/22  
\_\_\_\_\_  
Date

## Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

---

Regarding Sections 61 through 72 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution Control Act

Access to Records

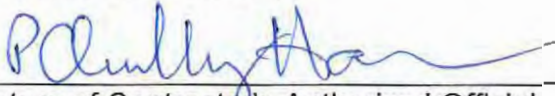
Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

*Domestic Preference*



---

Signature of Contractor's Authorized Official

**P. Anthony Hanson (Principal Engineer)**

---

Name and Title of Contractor's Authorized Official

11/1/22  
Date

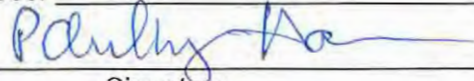


## DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at \_\_\_\_\_ this 1st day of November, 2022.

Proposer Patterson and Dewar Engineers

By   
Signature

P. Anthony Hanson

Printed or Typed Name

Title Principal Engineer

Complete Business Address of Proposer: 850 Center Way, Norcross, GA 30071

State of Incorporation

Georgia

Complete Address of Principal Office

850 Center Way, Norcross, GA 30071

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

850 Center Way, Norcross, GA 30071

P. Anthony Hanson

Telephone (615) 527-7077

Fax ( ) \_\_\_\_\_

E-Mail ahanson@pdengineers.com

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Tennessee

COUNTY OF Sumner

Before me, the undersigned authority, personally appeared Valerie S. Crawford, who, being by me first duly sworn, made the following statement:

1. The business name and address of Patterson and Dewar Engineers  
[name of bidder or contractor]

is 850 Center Way, Norcross, GA 30071.

2. My relationship to Patterson and Dewar Engineers  
[name of bidder or contractor]

is Valerie Crawford, Senior Project Coordinator

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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 entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

~~7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

N/A

\_\_\_\_\_ A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the 01 day of November, 2022.

Eliza McCarley  
Notary Public

Signed by  
Valigosa

(Affix Seal)

03/03/2026  
My Commission Expires

Eliza McCarley  
Type or Printed Name



## DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

**Project: FMPA ITB# 2022-034**

Patterson and Dewar Engineers, Inc.

**Firm**

11/1/22  
Date

  
Authorized Signature

Principal Engineer  
Officer Title

P. Anthony Hanson

**Printed or Typed Name**

AOC - 7





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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Approval of Agreement between the City of Mount Dora and Cavok Capital DBA Southern Switch & Contacts Related to Substation and Generating Station Maintenance Services

---

**Introduction:**

This is a request for City Council to Approve the agreement between the City of Mount Dora and Cavok Capital DBA Southern Switch & Contacts related to substation and generating station maintenance services.

**Discussion:**

This is a request for City Council to approve the agreement between the City of Mount Dora and Cavok Capital DBA Southern Switch & Contacts, one of twelve vendors to perform substation maintenance based on their capabilities and expertise in substation devices and systems. This request is pursuant to the invitation to bid issued by Florida Municipal Power Agency (FMPA) Bid ITB # 2022-034.

Mount Dora Electric Utility substation currently has three large transformers with breakers, bus work, relays, and circuit switchers that provide sufficient capacity and contingency to serve our customers. It is critical that routine scheduled maintenance and equipment repair be performed on substation equipment to ensure excellent reliable electric service to our customers. Due to the many pieces of equipment and control devices and the needed availability for emergencies, it is important to have several contractors available with different capabilities.

The City of Mount Dora Electric is a member of FMPA and participated as a named participant in the cooperative bid issued by FMPA for competitive solicitation of Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern

Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC..

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document.

The City of Mount Dora Electric Utilities Department reviewed the proposals and confirmed FMPA criteria. All suppliers agreed to bid pricing and the terms and conditions within the FMPA Invitation to Bid documents.

**Budget Impact:**

The Electric department budgeted \$30,000 for other contractual services in the current FY 2022-2023 budget that can be used for this purpose.

**Strategic Impact:**

Infrastructure – This contract is critical to maintain the Mount Dora Substation in providing reliable power to our customers.

**Recommendation:**

City Council approve the agreement between the City of Mount Dora and Cavok Capital DBA Southern Switch & Contacts related to substation and generating station maintenance services.

**Attachment(s):**

1. Cavok Capital DBA Southern Switch & Contacts -MD Agreement

Prepared by: vedderl vedderl, Administrative Assistant  
Reviewed by: Steve Langley, Electric Utility Director  
Aneta Barton, Budget Director  
Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/4/2023  
Approved - 4/5/2023  
Approved - 4/11/2023  
Approved - 4/11/2023  
Final Approval - 4/11/2023



## **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 CAVOK CAPITAL d/b/a SOUTHERN SWITCH & CONTACTS, 855 Virginia Avenue, Palm Harbor, Florida 34683, hereinafter referred to as the “CONTRACTOR”.

### ***WITNESSETH:***

**WHEREAS**, the CITY has determined that it is in its best interest to make various, continuing purchases, utilizing that Substation and Generating Station Maintenance Services Agreement between the Florida Municipal Power Agency and the CONTRACTOR, identified through that FMPA Award Memorandum dated January 30, 2023, and Response from CONTRACTOR attached hereto as **Composite Exhibit “A”**, made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract”, and which was competitively solicited for and negotiated by the Florida Municipal Power Agency through ITB# 2022-034; and,

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

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

#### **SECTION 1.        TERM.**

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the CITY and may be extended for three (3) additional one (1) year terms.

#### **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: Cavok Capital d/b/a Southern Switch & Contacts  
855 Virginia Avenue  
Palm Harbor, Florida 34683

**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 119.070I:

**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](mailto: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**



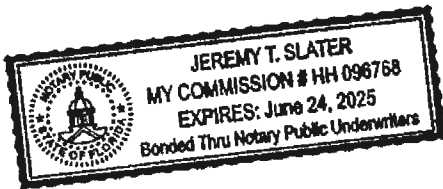
CONTRACTOR

Todd Dolphin  
Print: TODD Dolphin  
Title: MANAGING MEMBER

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [ ] online notarization of Todd Dolphin, as MANAGING MEMBER of CAVOK CAPITAL, LLC, 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 FLA DL/KNOWN PERSONALLY as identification, and who did/did not take an oath this 4<sup>th</sup> day of APRIL, 2023.

(stamp)



[Signature]  
NOTARY PUBLIC

**Exhibit "A"**

**Cooperative Contract**

Award Memorandum dated January 30, 2023,  
issued by Florida Municipal Power Agency listing  
Cavok Capital d/b/a Southern Switch & Contacts

Composite Exhibit "A"



Sharon Samuels  
Member Services Programs and Procurement Administrator

MEMORANDUM

January 30, 2023

**To:** FMPA Members

**From:** Sharon Samuels

**Re:** Substation & Generating Station Maintenance Services - Award ITB# 2022-034

\*\*\*\*\*  
FMPA issued competitive solicitation for Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC.

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document. Please see the table of award selection on the following page.

These awarded bidders will extend the bid prices and terms to other FMPA Members as stated in our bid document. This bid award is effective until February 1, 2024; at that time the award may be extended by mutual consent.

Should you have any concerns or questions, please feel free to contact me.

cc: Awarded Bidders

**FMPA**  
**Provision of Substation and Generating Station Maintenance Services**  
**SUMMARY OF SPECIALTY AREAS**

| SCOPE OF WORK                                                                                    | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                  | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| General Substation Site Inspection (Section 2)                                                   |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Inspection, Testing, and Maintenance (Section 3)                                 | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Repair and Reconditioning (Section 4)                                            | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Relay Inspection, Testing, Maintenance, & Repair (Section 5)                                     | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 | ✓             | ✓                   |
| Capacitor Bank Inspection, Testing, Maintenance, & Repair (Section 6)                            |         | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Meter Inspection & Testing (Section 7)                                                           | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Metal Clad Breaker Repair and Reconditioning (Section 8)                                         | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Power Transformer & LTC Inspection, Testing, Maintenance, and Repair (Section 9)                 | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Single Phase Voltage Regulators Inspection, Testing, Maintenance, and Repair (Section 10)        |         |                        | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         | ✓               |               |                     |
| Circuit Switcher and Disconnect Switch Inspection, Testing, Maintenance, and Repair (Section 11) | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Recloser Inspection, Testing, Maintenance, and Repair (Section 12)                               |         | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 | ✓             |                     |

| SCOPE OF WORK                                                                              | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                            | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| DC Control Circuitry Inspection, Testing, Maintenance, and Repair (Section 13)             | ✓       | ✓                      | ✓                                 |           |         | ✓             |      | ✓                 | ✓                         |                 | ✓             |                     |
| Protection Communication Systems Inspection, Testing, Maintenance, and Repair (Section 14) | ✓       | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 | ✓             |                     |
| Instrument Potential Transformer Inspection, Testing, Maintenance, and Repair (Section 15) | ✓       | ✓                      | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Current Transformer Inspection, Testing, Maintenance, and Repair (Section 16)              | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         |                 | ✓             |                     |
| Potential Circuit Tests (Section 17)                                                       | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 |               |                     |
| Battery Inspection, Testing, Maintenance, and Repair Charger (Section 18)                  |         | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Annunciator Inspection, Testing, Maintenance, and Repair (Section 19)                      | ✓       | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 |               |                     |
| SCADA Equipment (Section 20)                                                               |         | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 |               |                     |
| Mineral Oil Services (Section 21)                                                          |         | ✓                      | ✓                                 | ✓         | ✓       |               |      |                   | ✓                         | ✓               | ✓             |                     |
| Installation and Replacement of Equipment (Section 22)                                     | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Live Line Insulator Washing (Section 23)                                                   |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Ground Grid Inspection, Testing, Maintenance, and Repair (Section 24)                      |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |

| SCOPE OF WORK                                                                                                       | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|---------------------------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                                     | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| This Bidder Offers all or some of the Miscellaneous Work (Trenching, Wiring, Fencing, and Control Building Repairs) |         |                        | ✓                                 | ✓         |         | ✓             |      |                   |                           | ✓               |               |                     |

**NOTE:** Vendors with ✓ took exceptions to the FMPA Terms & Conditions. Please see the Exceptions & Clarifications page for details



**Provision of Substation and Generating Substation Maintenance  
FMPA ITB# 2022-034**

**Bidders Exceptions and Clarifications**

ABB, Inc.

- **Took exception to FMPA Terms and Conditions; stating that the ABB Standard Terms and Conditions will take precedence over the terms of the bid document. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.**
- **Took exception to Sections 35, 39, 21, 23 of the terms.**
- **Took exception to Section 2.1 of the specifications; stating ABB will not be held liable for proper function of devices/materials outside ABB expertise.**
- **Participating Member is required to pay all reasonable expenses incurred in connection with schedule delay, suspension, or cancellation. It is not limited to demobilization/remobilization, costs of storage, and cancellation charges. The schedule for ABB obligations shall be extended for a period of time reasonably necessary to overcome the effects of schedule delay.**
  - Within 7 days prior to commencement of services -\$500 to \$7,500 per resource assigned.
  - Within 72 hours prior to commencement of services -\$2,500 to \$10,000 per resource assigned.
  - Within 24 hours prior to commencement of services -\$2,500 to \$25,000 per resource assigned.
- **Invoice to be issued, 100% Upon substantial completion of each scheduled visit.**
- **Payment terms: Net 30 days from date of invoice**
- **Pricing does not include any applicable taxes, permits, and licensing fees.**
- **Four-week notice is required for assigning engineering services.**
- **Services are considered Substantially Complete when services performed by ABB can be occupied by buyer or buyer can use the services portion for its intended use.**
- **Cost provided for transportation is considered a non-binding estimate. Due to fluctuating transportation cost, at time of delivery, ABB will invoice actual cost to the Participating Member.**
- **Participating Member shall be responsible for disposal of waste generated at work site. Be responsible for removal/replacement of any obstructions that interfere with access of existing equipment.**
- **ABB notes they shall not be liable for material supply, coronavirus outbreaks, or issues with transportation.**

**ELECTRIC POWER SYSTEMS**

- **Payment is 30 days from receipt of invoice.**
- **Additional 10% mark-up apply for materials.**
- **Crew makeup will be determined by job specific factors including schedule and safety requirements.**
- **Travel rates are round trip per person.**
- **Jobs lasting two (2) weeks or more, will incur travel charges every two weeks per person.**
- **GSA rates for lodging and per diem.**

#### ELECTRIC POWER SYSTEMS – cont.

- **EPS provided set up and breakdown rates as Time & Materials, which may present concerns for FEMA reimbursements, should a Member decide to use reimbursements for installation following a storm – FEMA requires that T&M is only acceptable if there are no other rates options available. If T&M is used, there must be a price ceiling. Participating Members may choose to provide the price ceiling in their purchase order.**
- Emergency rates are applicable for first 48 hours; then regular time rates apply.

#### ELECTRICAL ENGINEERING ENTERPRISE

- Took no exceptions
- 2% discount for payment within 15 days.
- Additional 15% mark-up apply for materials.
- Storm/Emergency response is provided at premium time.
- Breakdown/Setup cost is \$250
- Charge for cancellation prior to mobilization is \$750.
- Charge for cancellation after mobilization is \$1,500.
- Per diem charge will be \$300

#### FLO POWER, LLC

- Took no exceptions
- 3% discount for payment within 15 days.
- Additional 16% mark-up apply for materials.
- Cost of \$100 per man, per hour applies to uncoordinated work less than 10 hours notice
- Cost of \$100 per hour, per man, emergency work; plus fleet and tools; except for vacuum processing, rig, generator, and filter press.
- Cost noted for technician includes a helper.
- Cost for electrician includes tools and fleet; does not include vacuum dehydration rig and generator or oil filter press.
- Flo Power provides oversight of fencing, trenching, control building repairs and wiring. Can provide pricing as requested.

#### HITACHI ENERGY

- **Took exception to the FMPA Terms and Conditions; providing a supplemental one-time agreement. stating that where there is conflict between FMPA and the Hitachi terms, their terms will prevail. Where there is no conflict, the FMPA Standard Terms and Conditions will take precedence. Where terms are silent, the Hitachi terms will prevail. For this reason, FMPA recommends rejecting this submittal. Exceptions appear to be: **Warranty, Insurance** (additional insured shall only be to third party claims to the extent caused by negligence), **Limitation of Liability** (Hitachi will not be liable; if so, shall be a not to exceed the PO value), **Termination/Cancellation** (add 40% restocking/handling fee. No return/exchange on non-stock items. No return/exchange after 60 days from factory ship date). **Liquated damages will not apply. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.****
- Any rates not specified in the bid will be per Hitachi's published rate.
- Additional 25% mark-up apply for materials.
- Charge for cancellation prior to mobilization is \$2,500 per person, per hour. Charge for cancellation after mobilization is \$16,110 per person, per hour.
- Cost for mobilization to each located is on a "per person, per hour" basis.
- Cost of \$2,500, plus \$3.50 per mile each way, for vacuum oil processing trailer daily.

#### MP PREDICTIVE TECHNOLOGIES, INC.

- Took no exceptions
- Additional 16.5% mark-up apply for materials.
- Charge for cancellation after mobilization is \$2,000 flat fee.
- Cost of \$500 for any testing equipment that is not "in-house"
- Work schedule is Mon-Fri, 8 hours. Overtime is past 8 hours in a day.
- Overtime, Saturdays, and emergencies are time and a half. Sundays and holidays are double time.

#### NORTH AMERICAN SUBSTATION SERVICES

- **Took exception to: FMPA Liquidated damages** - NASS request that liquated damages shall not exceed 25% of each PO. **Exception to Indemnity** – NASS requested the addition of "mutual of consequential damages" to the end of the Indemnity section of the bid. ***Acceptance of these terms is at the discretion of each Participating Member.***
- Payment is net 30 days.

#### PATTERSON & DEWAR.

- Took no exceptions
- Additional 12% mark-up apply for materials.
- Charge for cancellation after mobilization will be determined at the time based on the job.
- Charge for breakdown/setup will be determined at the time based on the job.
- Per diem charge will be actual costs, typically \$225 for meals and hotel.
- NASS provided a list of testing and commissioning equipment.

#### PREMIER POWER MAINTENANCE

- **Took exceptions to:** PPM request that prior to work, customer will provide to PPM the schedule to ensure they're able to meet the deadline. They request adding the to the following to the **Liquidated Damages** section of the RFP "liquated damages not exceed 5% of the work order". ***Acceptance of these terms is at the discretion of each Participating Member.***
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- GSA rates for lodging and per diem. Emergency rates apply for the first 24 hours, regular rates apply after that.
- Charge for cancellation prior to mobilization is 5% of the project.
- Charge for cancellation after mobilization is mobilization plus 5% of the project.
- Mileage for mobilization to each city is based on 1 round trip.
- Cost for travel is hourly at a rate of \$102.60, and estimated hours to destination.
- Standard crew size for most mobilization will be 2 technicians, unless otherwise stated.
- Cost for storm/emergency work is 1.25x standard rate.
- Mobilizations for a single technician requires the presence of 1 utility member onsite.
- Clarification that the following tasks are performed by 1 technician: Infrared scanning, site inspection, off-site breaker reconditioning.

#### SOUTHERN SWITCH AND CONTACTS

- Took no exceptions
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- Additional charges for rental equipment apply at cost +15% and delivery/pickup adders
- Storm/emergency rate is 2x the rates.
- Assumptions for mobilization: 4-man crew, 1 way trip.
- Charge for cancellation after mobilization is \$500.

#### TAW TECHNICAL FIELD SERVICES, INC.

- Took no exceptions
- Charge for cancellation prior to mobilization is 25% of the project.
- Charge for cancellation after mobilization is 75% of the project.
- Per diem charge will be \$225
- Additional 20% mark-up apply for materials.
- Storm/emergency rate is \$205.50.
- Additional charges 20% applies to markup for rental equipment.

#### TRC.

- **Took exception to the FMPA Terms and Conditions sections: 31 Code of Ethics; 32 Collusion; 33 Indemnity; 34 Insurance, TRC to use ISO endorsement for coverage; 35 Warranty; 36 Acceptance of Services; 37 Termination for Default; 38 Termination for Convenience; 39 Liquidated Damages; Liability; 40 Control of Work and Subcontractors; 41 Suspension of Work; 42 Acceptance and Payment for Work Completed; 43 Modification or Withdrawal of bid; and 44 Errors in Bids. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.**
- Mobilization cost and travel time will be calculated and listed as a separate cost per proposal. No mobilization costs were provided. **FMPA recommends rejecting this submittal. Acceptance is at the discretion of each Participating Member.**
- Charge for cancellation after mobilization is mobilization cost.
- Per diem charge will be GSA rates for lodging and per diem.
- Additional 10% mark-up apply for materials.
- Storm/emergency rate is \$195 per hour, per man.

#### UTILITY ENGINEERING, LLC

- Took no exceptions
- Charge for cancellation after mobilization is mobilization cost.
- Breakdown/Setup cost is \$200
- Per diem charge will be \$180
- Storm/emergency rate is \$150 hourly rate.

**PROPOSAL TO FURNISH AND DELIVER  
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE  
FOR THE FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-7.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 2 % for payment made within 10 days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-7.

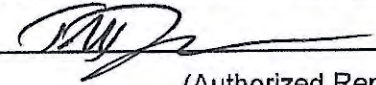
Prices quoted shall remain firm and irrevocable for a period of 365 days.

**ADDENDA.** The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number                      Dated                       
Number                      Dated                     

Respectfully submitted:

Company Name: CAVOK CAPITAL d.b.a. SOUTHERN SWITCH+CONTACTS

Signature:   
(Authorized Representative)

TODD DOLPHIN  
(Type or Print Name of Signer)

Address: 855 VIRGINIA AVE.  
PALM HARBOR, FL 34683

E-Mail Address: TODD@SOUTHERNSWITCH.COM

Telephone Number: 727-789-0951

Toll Free Number:                                     

Date: 10/31/22



**FLORIDA MUNICIPAL POWER AGENCY**  
**Substation and Generating Station Maintenance Services - Bid Form**

| Travel Cost Breakdown:                                                                                                                                                                                                                                                                                                                  | Charge (\$) | Below, please indicate the total travel cost per crew, including mileage and man-hours, from your facility to each individual city. |                   |                         |                                |                |                  |                            |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------|--------------------------------|----------------|------------------|----------------------------|--|
| Mileage rate (\$ per mile)                                                                                                                                                                                                                                                                                                              | 0.565       | EQUIPMENT                                                                                                                           | ZONE 1            | Beaches Energy Services | City of Green Cove Springs     | City of Starke | City of Mt. Dora | New Smyrna Beach Utilities |  |
| Travel Rate (\$ per hour per man)                                                                                                                                                                                                                                                                                                       | \$50        |                                                                                                                                     |                   | 970                     | 800                            | 690            | 590              | 690                        |  |
|                                                                                                                                                                                                                                                                                                                                         |             |                                                                                                                                     | ZONE 2            | City of Bartow          | City of Wauchula               |                |                  |                            |  |
|                                                                                                                                                                                                                                                                                                                                         |             |                                                                                                                                     |                   | 350                     | 450                            |                |                  |                            |  |
| <p>* NOTE: Please refer to the "FMFA Members by Zones" map for locations of zones and the cities therein.</p> <p>In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below.</p> <p style="text-align: center;">_____</p> | ZONE 3      |                                                                                                                                     | City of Clewiston | City of Homestead       | Ft. Pierce Utilities Authority |                |                  |                            |  |
|                                                                                                                                                                                                                                                                                                                                         |             |                                                                                                                                     | 700               | 1175                    | 800                            |                |                  |                            |  |
|                                                                                                                                                                                                                                                                                                                                         | ZONE 4      | Keys Energy Services                                                                                                                |                   |                         |                                |                |                  |                            |  |
|                                                                                                                                                                                                                                                                                                                                         | 1850        |                                                                                                                                     |                   |                         |                                |                |                  |                            |  |
|                                                                                                                                                                                                                                                                                                                                         |             | ZONE 5                                                                                                                              | Town of Havana    |                         |                                |                |                  |                            |  |
|                                                                                                                                                                                                                                                                                                                                         |             |                                                                                                                                     | 1150              |                         |                                |                |                  |                            |  |
| Miscellaneous Charges:                                                                                                                                                                                                                                                                                                                  | Charge (\$) | Comments:                                                                                                                           |                   |                         |                                |                |                  |                            |  |
| Charge if work is cancelled prior to mobilization                                                                                                                                                                                                                                                                                       | 0           | <p><b>ASSUMPTIONS:</b></p> <p style="text-align: center;">4-MAN CREW</p> <p style="text-align: center;">1 WAY TRIP</p>              |                   |                         |                                |                |                  |                            |  |
| Charge if work is cancelled after mobilization                                                                                                                                                                                                                                                                                          | \$500       |                                                                                                                                     |                   |                         |                                |                |                  |                            |  |
| Breakdown and setup costs                                                                                                                                                                                                                                                                                                               | 0           |                                                                                                                                     |                   |                         |                                |                |                  |                            |  |
| Per diem rate if overnight stay is required                                                                                                                                                                                                                                                                                             | \$155       |                                                                                                                                     |                   |                         |                                |                |                  |                            |  |
| Mark-up rate for materials                                                                                                                                                                                                                                                                                                              | 15%         |                                                                                                                                     |                   |                         |                                |                |                  |                            |  |
| Storm/Emergency-related response rate                                                                                                                                                                                                                                                                                                   | 2 X RATE    |                                                                                                                                     |                   |                         |                                |                |                  |                            |  |
| Additional charges (please provide explanation)                                                                                                                                                                                                                                                                                         | RENTAL      |                                                                                                                                     |                   |                         |                                |                |                  |                            |  |

**EQUIPMENT**  
**COST + 15% + DELIVERY + PICKUP**



**FLORIDA MUNICIPAL POWER AGENCY**  
**Substation and Generating Station Maintenance Services - Bid Form**

| Hourly Charges:                                        | Charge (\$) |  | Comments: |
|--------------------------------------------------------|-------------|--|-----------|
| Hourly Cost (Straight Time) for Technician             | 60          |  |           |
| Overtime Hourly Cost for Technician                    | 90          |  |           |
| Premium Hourly Cost for Technician                     | 120         |  |           |
| Hourly Cost (Straight Time) for Technician Supervisor  | 85          |  |           |
| <b>Hourly Charges:</b>                                 |             |  |           |
| Hourly Cost (Straight Time) for Electrician            | 70          |  |           |
| Overtime Hourly Cost for Electrician                   | 105         |  |           |
| Premium Hourly Cost for Electrician                    | 140         |  |           |
| Hourly Cost (Straight Time) for Electrician Supervisor | 85          |  |           |

# DRUG-FREE WORKPLACE COMPLIANCE FORM

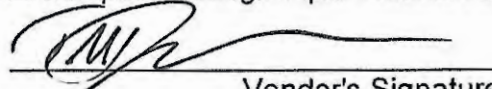
## IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that SOUTHERN SWITCH & CONTROL does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

  
Vendor's Signature

10/31/22  
Date

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



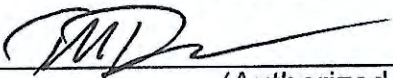
**AFFIDAVIT OF COMPLIANCE**  
**FMPA ITB # 2022-034**

X We DO NOT take exception to the Bid Specifications.

\_\_\_\_\_ We TAKE exception to the Bid Specifications as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: SOUTHERN SWITCH & CONTACTS

By:   
(Authorized Person's Signature)

TODD DOLPHIN MANAGING MEMBER  
(Print or type name and title of signer)

Company Address: 855 VIRGINIA AVE, PALM HARBOR, FL 34683

Telephone Number: 727-789-0951

Toll Free Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date: 10/31/22

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

\_\_\_\_\_

AOC - 1

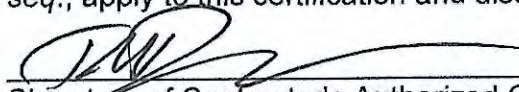
**Anti-Lobbying Declaration**  
**Certification for Contracts, Grants, Loans and Cooperative Agreements**  
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, SOUTHERN SWITCH & CONTACTS certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

TODD DOLPHIN MANAGING MEMBER  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

10/31/22  
\_\_\_\_\_  
Date

AOC - 2



## Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

---

Regarding Sections 61 through 72 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution Control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Domestic Preference



Signature of Contractor's Authorized Official

TODD DOLPHIN MANAGING-MEMBER

Name and Title of Contractor's Authorized Official

10/31/22  
Date

## DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at PALM HARBOR, FL this 31 day of OCTOBER, 2022.

Proposer SOUTHERN SWITCH & CONTRACTS

By TODD  
Signature

TODD DOLPHIN  
Printed or Typed Name

Title MANAGING MEMBER

Complete Business Address of Proposer: 855 VIRGINIA AVE  
PALM HARBOR, FL 34683  
State of Incorporation FLORIDA

Complete Address of Principal Office 855 VIRGINIA AVE.  
PALM HARBOR, FL 34683

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

TODD DOLPHIN  
855 VIRGINIA AVE  
PALM HARBOR, FL 34683

Telephone (727) 789-0951 Fax ( ) \_\_\_\_\_

E-Mail TODD@SOUTHERNSWITCH.COM





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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Approval of Agreement Between the City of Mount Dora and MP Predictive Technologies Inc., Related to Substation and Generating Station Maintenance Services

---

**Introduction:**

This is a request for City Council to Approve the agreement between the City of Mount Dora and MP Predictive Technologies Inc., related to substation and generating station maintenance services.

**Discussion:**

This is a request for City Council to approve the agreement between the City of Mount Dora and MP Predictive Technologies Inc., one of twelve vendors to perform substation maintenance based on their capabilities and expertise in substation devices and systems. This request is pursuant to the invitation to bid issued by Florida Municipal Power Agency (FMPA) Bid ITB # 2022-034.

Mount Dora Electric Utility substation currently has three large transformers with breakers, bus work, relays, and circuit switchers that provide sufficient capacity and contingency to serve our customers. It is critical that routine scheduled maintenance and equipment repair be performed on substation equipment to ensure excellent reliable electric service to our customers. Due to the many pieces of equipment and control devices and the needed availability for emergencies, it is important to have several contractors available with different capabilities.

The City of Mount Dora Electric is a member of FMPA and participated as a named participant in the cooperative bid issued by FMPA for competitive solicitation of Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern

Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC..

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document.

The City of Mount Dora Electric Utilities Department reviewed the proposals and confirmed FMPA criteria. All suppliers agreed to bid pricing and the terms and conditions within the FMPA Invitation to Bid documents.

**Budget Impact:**

The Electric department budgeted \$30,000 for other contractual services in the current FY 2022-2023 budget that can be used for this purpose

**Strategic Impact:**

Infrastructure – This contract is critical to maintain the Mount Dora Substation in providing reliable power to our customers.

**Recommendation:**

City Council approve the agreement between the City of Mount Dora and MP Predictive Technologies Inc., related to substation and generating station maintenance services.

**Attachment(s):**

1. MP Predictive Technologies - Mount Dora Agreement

Prepared by: vedderl vedderl, Administrative Assistant  
Reviewed by: Steve Langley, Electric Utility Director  
Aneta Barton, Budget Director  
Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/4/2023  
Approved - 4/5/2023  
Approved - 4/11/2023  
Approved - 4/11/2023  
Final Approval - 4/11/2023

## **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 MP PREDICTIVE TECHNOLOGIES INC., 9187 Boggy Creek Road, Suite #1, Orlando, Florida 32824, 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 various, continuing purchases, utilizing that Substation and Generating Station Maintenance Services Agreement between the Florida Municipal Power Agency and the CONTRACTOR, identified through that FMPA Award Memorandum dated January 30, 2023, and Response from CONTRACTOR attached hereto as **Composite Exhibit “A”**, made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract”, and which was competitively solicited for and negotiated by the Florida Municipal Power Agency through ITB# 2022-034; and,

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

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

#### **SECTION 1.           TERM.**

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the CITY and may be extended for three (3) additional one (1) year terms.

#### **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: MP Predictive Technologies Inc.  
9187 Boggy Creek Road, Suite #1  
Orlando, Florida 32824

**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](mailto: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**

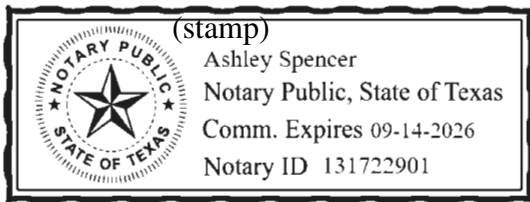
Gracyn Best

Print: Gracyn Best

Title: Inside Sales Manager

Texas  
STATE OF ~~FLORIDA~~  
COUNTY OF Harris

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization of GRACYN BEST, as Inside sales manager of MP Predictive Technologies, 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 Florida DL as identification, and who did/did not take an oath this 5th day of April, 2023.



Notarized Online with NotaryLive.com

  
NOTARY PUBLIC

**Exhibit “A”**  
Cooperative Contract  
Award Memorandum dated January 30, 2023,  
issued by Florida Municipal Power Agency listing  
MP Predictive Technologies Inc.



Sharon Samuels  
Member Services Programs and Procurement Administrator

**MEMORANDUM**

January 30, 2023

**To:** FMPA Members

**From:** Sharon Samuels

**Re:** Substation & Generating Station Maintenance Services - Award ITB# 2022-034

\*\*\*\*\*

FMPA issued competitive solicitation for Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC.

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document. Please see the table of award selection on the following page.

These awarded bidders will extend the bid prices and terms to other FMPA Members as stated in our bid document. This bid award is effective until February 1, 2024; at that time the award may be extended by mutual consent.

Should you have any concerns or questions, please feel free to contact me.

cc: Awarded Bidders

**FMPA**  
**Provision of Substation and Generating Station Maintenance Services**  
**SUMMARY OF SPECIALTY AREAS**

| SCOPE OF WORK                                                                                    | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                  | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| General Substation Site Inspection (Section 2)                                                   |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Inspection, Testing, and Maintenance (Section 3)                                 | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Repair and Reconditioning (Section 4)                                            | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Relay Inspection, Testing, Maintenance, & Repair (Section 5)                                     | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 | ✓             | ✓                   |
| Capacitor Bank Inspection, Testing, Maintenance, & Repair (Section 6)                            |         | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Meter Inspection & Testing (Section 7)                                                           | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Metal Clad Breaker Repair and Reconditioning (Section 8)                                         | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Power Transformer & LTC Inspection, Testing, Maintenance, and Repair (Section 9)                 | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Single Phase Voltage Regulators Inspection, Testing, Maintenance, and Repair (Section 10)        |         |                        | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         | ✓               |               |                     |
| Circuit Switcher and Disconnect Switch Inspection, Testing, Maintenance, and Repair (Section 11) | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Recloser Inspection, Testing, Maintenance, and Repair (Section 12)                               |         | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 | ✓             |                     |



| SCOPE OF WORK                                                                              | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                            | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| DC Control Circuitry Inspection, Testing, Maintenance, and Repair (Section 13)             | ✓       | ✓                      | ✓                                 |           |         | ✓             |      | ✓                 | ✓                         |                 | ✓             |                     |
| Protection Communication Systems Inspection, Testing, Maintenance, and Repair (Section 14) | ✓       | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 | ✓             |                     |
| Instrument Potential Transformer Inspection, Testing, Maintenance, and Repair (Section 15) | ✓       | ✓                      | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Current Transformer Inspection, Testing, Maintenance, and Repair (Section 16)              | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         |                 | ✓             |                     |
| Potential Circuit Tests (Section 17)                                                       | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 |               |                     |
| Battery Inspection, Testing, Maintenance, and Repair Charger (Section 18)                  |         | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Annunciator Inspection, Testing, Maintenance, and Repair (Section 19)                      | ✓       | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 |               |                     |
| SCADA Equipment (Section 20)                                                               |         | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 |               |                     |
| Mineral Oil Services (Section 21)                                                          |         | ✓                      | ✓                                 | ✓         | ✓       |               |      |                   | ✓                         | ✓               | ✓             |                     |
| Installation and Replacement of Equipment (Section 22)                                     | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Live Line Insulator Washing (Section 23)                                                   |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Ground Grid Inspection, Testing, Maintenance, and Repair (Section 24)                      |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |

| SCOPE OF WORK                                                                                                       | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|---------------------------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                                     | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| This Bidder Offers all or some of the Miscellaneous Work (Trenching, Wiring, Fencing, and Control Building Repairs) |         |                        | ✓                                 | ✓         |         | ✓             |      |                   |                           | ✓               |               |                     |

**NOTE:** Vendors with ✓ took exceptions to the FMPA Terms & Conditions. Please see the Exceptions & Clarifications page for details

**Provision of Substation and Generating Substation Maintenance  
FMPA ITB# 2022-034**

Bidders Exceptions and Clarifications

ABB, Inc.

- **Took exception to FMPA Terms and Conditions; stating that the ABB Standard Terms and Conditions will take precedence over the terms of the bid document. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.**
- **Took exception to Sections 35, 39, 21, 23 of the terms.**
- **Took exception to Section 2.1 of the specifications; stating ABB will not be held liable for proper function of devices/materials outside ABB expertise.**
- Participating Member is required to pay all reasonable expenses incurred in connection with schedule delay, suspension, or cancellation. It is not limited to demobilization/remobilization, costs of storage, and cancellation charges. The schedule for ABB obligations shall be extended for a period of time reasonably necessary to overcome the effects of schedule delay.
  - Within 7 days prior to commencement of services -\$500 to \$7,500 per resource assigned.
  - Within 72 hours prior to commencement of services -\$2,500 to \$10,000 per resource assigned.
  - Within 24 hours prior to commencement of services -\$2,500 to \$25,000 per resource assigned.
- Invoice to be issued, 100% Upon substantial completion of each scheduled visit.
- Payment terms: Net 30 days from date of invoice
- Pricing does not include any applicable taxes, permits, and licensing fees.
- Four-week notice is required for assigning engineering services.
- Services are considered Substantially Complete when services performed by ABB can be occupied by buyer or buyer can use the services portion for its intended use.
- Cost provided for transportation is considered a non-binding estimate. Due to fluctuating transportation cost, at time of delivery, ABB will invoice actual cost to the Participating Member.
- Participating Member shall be responsible for disposal of waste generated at work site. Be responsible for removal/replacement of any obstructions that interfere with access of existing equipment.
- ABB notes they shall not be liable for material supply, coronavirus outbreaks, or issues with transportation.

ELECTRIC POWER SYSTEMS

- Payment is 30 days from receipt of invoice.
- Additional 10% mark-up apply for materials.
- Crew makeup will be determined by job specific factors including schedule and safety requirements.
- Travel rates are round trip per person.
- Jobs lasting two (2) weeks or more, will incur travel charges every two weeks per person.
- GSA rates for lodging and per diem.

## ELECTRIC POWER SYSTEMS – cont.

- **EPS provided set up and breakdown rates as Time & Materials, which may present concerns for FEMA reimbursements, should a Member decide to use reimbursements for installation following a storm – FEMA requires that T&M is only acceptable if there are no other rates options available. If T&M is used, there must be a price ceiling. Participating Members may choose to provide the price ceiling in their purchase order.**
- Emergency rates are applicable for first 48 hours; then regular time rates apply.

## ELECTRICAL ENGINEERING ENTERPRISE

- Took no exceptions
- 2% discount for payment within 15 days.
- Additional 15% mark-up apply for materials.
- Storm/Emergency response is provided at premium time.
- Breakdown/Setup cost is \$250
- Charge for cancellation prior to mobilization is \$750.
- Charge for cancellation after mobilization is \$1,500.
- Per diem charge will be \$300

## FLO POWER, LLC

- Took no exceptions
- 3% discount for payment within 15 days.
- Additional 16% mark-up apply for materials.
- Cost of \$100 per man, per hour applies to uncoordinated work less than 10 hours notice
- Cost of \$100 per hour, per man, emergency work; plus fleet and tools; except for vacuum processing, rig, generator, and filter press.
- Cost noted for technician includes a helper.
- Cost for electrician includes tools and fleet; does not include vacuum dehydration rig and generator or oil filter press.
- Flo Power provides oversight of fencing, trenching, control building repairs and wiring. Can provide pricing as requested.

## HITACHI ENERGY

- **Took exception to the FMPA Terms and Conditions; providing a supplemental one-time agreement. stating that where there is conflict between FMPA and the Hitachi terms, their terms will prevail. Where there is no conflict, the FMPA Standard Terms and Conditions will take precedence. Where terms are silent, the Hitachi terms will prevail. For this reason, FMPA recommends rejecting this submittal. Exceptions appear to be: **Warranty, Insurance** (additional insured shall only be to third party claims to the extend caused by negligence), **Limitation of Liability** (Hitachi will not be liable; if so, shall be a not to exceed the PO value), **Termination/Cancellation** (add 40% restocking/handling fee. No return/exchange on non-stock items. No return/exchange after 60 days from factory ship date). **Liquated damages will not apply. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.****
- Any rates not specified in the bid will be per Hitachi's published rate.
- Additional 25% mark-up apply for materials.
- Charge for cancellation prior to mobilization is \$2,500 per person, per hour. Charge for cancellation after mobilization is \$16,110 per person, per hour.
- Cost for mobilization to each located is on a "per person, per hour" basis.
- Cost of \$2,500, plus \$3.50 per mile each way, for vacuum oil processing trailer daily.

#### MP PREDICTIVE TECHNOLOGIES, INC.

- Took no exceptions
- Additional 16.5% mark-up apply for materials.
- Charge for cancellation after mobilization is \$2,000 flat fee.
- Cost of \$500 for any testing equipment that is not “in-house”
- Work schedule is Mon-Fri, 8 hours. Overtime is past 8 hours in a day.
- Overtime, Saturdays, and emergencies are time and a half. Sundays and holidays are double time.

#### NORTH AMERICAN SUBSTATION SERVICES

- **Took exception to: FMPA Liquidated damages** - NASS request that liquated damages shall not exceed 25% of each PO. **Exception to Indemnity** – NASS requested the addition of “mutual of consequential damages” to the end of the Indemnity section of the bid. ***Acceptance of these terms is at the discretion of each Participating Member.***
- Payment is net 30 days.

#### PATTERSON & DEWAR.

- Took no exceptions
- Additional 12% mark-up apply for materials.
- Charge for cancellation after mobilization will be determined at the time based on the job.
- Charge for breakdown/setup will be determined at the time based on the job.
- Per diem charge will be actual costs, typically \$225 for meals and hotel.
- NASS provided a list of testing and commissioning equipment.

#### PREMIER POWER MAINTENANCE

- **Took exceptions to:** PPM request that prior to work, customer will provide to PPM the schedule to ensure they’re able to meet the deadline. They request adding the to the following to the **Liquidated Damages** section of the RFP “liquated damages not exceed 5% of the work order”. ***Acceptance of these terms is at the discretion of each Participating Member.***
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- GSA rates for lodging and per diem. Emergency rates apply for the first 24 hours, regular rates apply after that.
- Charge for cancellation prior to mobilization is 5% of the project.
- Charge for cancellation after mobilization is mobilization plus 5% of the project.
- Mileage for mobilization to each city is based on 1 round trip.
- Cost for travel is hourly at a rate of \$102.60, and estimated hours to destination.
- Standard crew size for most mobilization will be 2 technicians, unless otherwise stated.
- Cost for storm/emergency work is 1.25x standard rate.
- Mobilizations for a single technician requires the presence of 1 utility member onsite.
- Clarification that the following tasks are performed by 1 technician: Infrared scanning, site inspection, off-site breaker reconditioning.

#### SOUTHERN SWITCH AND CONTACTS

- Took no exceptions
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- Additional charges for rental equipment apply at cost +15% and delivery/pickup adders
- Storm/emergency rate is 2x the rates.
- Assumptions for mobilization: 4-man crew, 1 way trip.
- Charge for cancellation after mobilization is \$500.

#### TAW TECHNICAL FIELD SERVICES, INC.

- Took no exceptions
- Charge for cancellation prior to mobilization is 25% of the project.
- Charge for cancellation after mobilization is 75% of the project.
- Per diem charge will be \$225
- Additional 20% mark-up apply for materials.
- Storm/emergency rate is \$205.50.
- Additional charges 20% applies to markup for rental equipment.

#### TRC.

- **Took exception to the FMPA Terms and Conditions sections: 31 Code of Ethics; 32 Collusion; 33 Indemnity; 34 Insurance, TRC to use ISO endorsement for coverage; 35 Warranty; 36 Acceptance of Services; 37 Termination for Default; 38 Termination for Convenience; 39 Liquidated Damages; Liability; 40 Control of Work and Subcontractors; 41 Suspension of Work; 42 Acceptance and Payment for Work Completed; 43 Modification or Withdrawal of bid; and 44 Errors in Bids. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.**
- Mobilization cost and travel time will be calculated and listed as a separate cost per proposal. No mobilization costs were provided. **FMPA recommends rejecting this submittal. Acceptance is at the discretion of each Participating Member.**
- Charge for cancellation after mobilization is mobilization cost.
- Per diem charge will be GSA rates for lodging and per diem.
- Additional 10% mark-up apply for materials.
- Storm/emergency rate is \$195 per hour, per man.

#### UTILITY ENGINEERING, LLC

- Took no exceptions
- Charge for cancellation after mobilization is mobilization cost.
- Breakdown/Setup cost is \$200
- Per diem charge will be \$180
- Storm/emergency rate is \$150 hourly rate.



**PROPOSAL TO FURNISH AND DELIVER  
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE  
FOR THE FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-7.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 0 % for payment made within \_\_\_\_ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-7.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

**ADDENDA.** The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

|              |             |
|--------------|-------------|
| Number _____ | Dated _____ |
| Number _____ | Dated _____ |

Respectfully submitted:

Company Name: MP Predictive Technologies Inc.

Signature: *Graelyn Best*

(Authorized Representative)

Inside Sales Representative

(Type or Print Name of Signer)

Address: 9187 Boggy Creek Rd Ste #1

Orlando, FL 32824

E-Mail Address: gbest@mpp-technologies.com

Telephone Number: (904) 315-1460

Toll Free Number: (904) 315-1460

Date: 10/12/2022

**FLORIDA MUNICIPAL POWER AGENCY**  
**Substation and Generating Station Maintenance Services - Bid Form**

| Travel Cost Breakdown:                                                                                                                                                                                                                                                                                                                  | Charge (\$)                 | Below, please indicate the <b>total travel cost</b> per crew, including mileage and man-hours, from your facility to <b>each individual city</b> .                       |                         |                            |                  |                  |                            |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------|------------------|------------------|----------------------------|--------------------------------|
| Mileage rate (\$ per mile)                                                                                                                                                                                                                                                                                                              | \$0.55/mile                 | <b>ZONE 1</b>                                                                                                                                                            | Beaches Energy Services | City of Green Cove Springs | City of Starke   | City of Mt. Dora | New Smyrna Beach Utilities |                                |
| Travel Rate (\$ per hour per man)                                                                                                                                                                                                                                                                                                       | \$120/HR<br>FOR TECHNICIAN  |                                                                                                                                                                          | \$371 for 1 tech        | \$380 for 1 tech           | \$415 for 1 tech | \$142 for 1 tech | \$192 for 1 tech           |                                |
|                                                                                                                                                                                                                                                                                                                                         | \$100/HR<br>FOR ELECTRICIAN | <b>ZONE 2</b>                                                                                                                                                            | City of Bartow          | City of Wauchula           |                  |                  |                            |                                |
|                                                                                                                                                                                                                                                                                                                                         |                             |                                                                                                                                                                          | \$193 for 1 tech        | \$254 for 1 tech           |                  |                  |                            |                                |
| <p>* NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein.</p> <p>In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below.</p> <p style="text-align: center;">_____</p> |                             | <b>ZONE 3</b>                                                                                                                                                            | City of Clewiston       | City of Homestead          |                  |                  |                            | Ft. Pierce Utilities Authority |
|                                                                                                                                                                                                                                                                                                                                         |                             |                                                                                                                                                                          | \$448 for 1 tech        | \$745.2 for 1 tech         |                  |                  |                            | \$300.5 for 1 tech             |
|                                                                                                                                                                                                                                                                                                                                         |                             | <b>ZONE 4</b>                                                                                                                                                            | Keys Energy Services    |                            |                  |                  |                            |                                |
|                                                                                                                                                                                                                                                                                                                                         |                             |                                                                                                                                                                          | \$1,150 for 1 tech      |                            |                  |                  |                            |                                |
|                                                                                                                                                                                                                                                                                                                                         |                             | <b>ZONE 5</b>                                                                                                                                                            | Town of Havana          |                            |                  |                  |                            |                                |
| \$735 for 1 tech                                                                                                                                                                                                                                                                                                                        |                             |                                                                                                                                                                          |                         |                            |                  |                  |                            |                                |
| <b>Miscellaneous Charges:</b>                                                                                                                                                                                                                                                                                                           |                             | <b>Charge (\$)</b>                                                                                                                                                       |                         |                            |                  |                  | <b>Comments:</b>           |                                |
| Charge if work is cancelled prior to mobilization                                                                                                                                                                                                                                                                                       | 0                           | NO subcontractors to be used<br><br><br><br><br><br><br>For any testing equipment necessary that is not in-house.<br>Please attached list of in-house testing equipment. |                         |                            |                  |                  |                            |                                |
| Charge if work is cancelled after mobilization                                                                                                                                                                                                                                                                                          | \$2000 flat fee             |                                                                                                                                                                          |                         |                            |                  |                  |                            |                                |
| Breakdown and setup costs                                                                                                                                                                                                                                                                                                               | 0                           |                                                                                                                                                                          |                         |                            |                  |                  |                            |                                |
| Per diem rate if overnight stay is required                                                                                                                                                                                                                                                                                             | \$270/day per technician    |                                                                                                                                                                          |                         |                            |                  |                  |                            |                                |
| Mark-up rate for materials                                                                                                                                                                                                                                                                                                              | 16.5%                       |                                                                                                                                                                          |                         |                            |                  |                  |                            |                                |
| Storm/Emergency-related response rate                                                                                                                                                                                                                                                                                                   | \$225/HR                    |                                                                                                                                                                          |                         |                            |                  |                  |                            |                                |
| Additional charges (please provide explanation)                                                                                                                                                                                                                                                                                         | \$500 fee.....              |                                                                                                                                                                          |                         |                            |                  |                  |                            |                                |

**FLORIDA MUNICIPAL POWER AGENCY**  
**Substation and Generating Station Maintenance Services - Bid Form**

| Hourly Charges:                                        | Charge (\$) |  | Comments:                                                                                     |
|--------------------------------------------------------|-------------|--|-----------------------------------------------------------------------------------------------|
| Hourly Cost (Straight Time) for Technician             | \$150/HR    |  | Mon-Fri, 8 hours/day                                                                          |
| Overtime Hourly Cost for Technician                    | \$225/HR    |  | Any overtime (past 8 hours in a day), as well as Saturday & emergency rate                    |
| Premium Hourly Cost for Technician                     | \$300/HR    |  | Sundays & holidays rate                                                                       |
| Hourly Cost (Straight Time) for Technician Supervisor  | \$180/HR    |  | Overtime, Saturdays and emergencies are time and a half<br>Sundays & holidays are double time |
| Hourly Charges:                                        |             |  |                                                                                               |
| Hourly Cost (Straight Time) for Electrician            | \$110/HR    |  | Mon-Fri, 8 hours/day                                                                          |
| Overtime Hourly Cost for Electrician                   | \$165/HR    |  | Any overtime (past 8 hours in a day), as well as Saturday & emergency rate                    |
| Premium Hourly Cost for Electrician                    | \$220/HR    |  | Sundays & holidays rate                                                                       |
| Hourly Cost (Straight Time) for Electrician Supervisor | \$180/HR    |  | Overtime, Saturdays and emergencies are time and a half<br>Sundays & holidays are double time |

# DRUG-FREE WORKPLACE COMPLIANCE FORM

## IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that  
MP Predictive Technologies Inc. does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Gracyn Best

Vendor's Signature

10/12/2022

Date

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

**AFFIDAVIT OF COMPLIANCE**  
**FMPA ITB # 2022-034**

  X   We DO NOT take exception to the Bid Specifications.

       We TAKE exception to the Bid Specifications as follows:

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Company Name:   MP Predictive Technologies Inc.  

By:                     *Gracyn Best*                      
                    (Authorized Person's Signature)

                    Gracyn Best                      
                    (Print or type name and title of signer)

Company Address:   9187 Boggy Creek Rd Ste #1, Orlando, FL 32824  

Telephone Number:   (904) 315-1460  

Toll Free Number:   (904) 315-1460  

Fax Number:   None  

Date:   10/12/2022  

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

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**Anti-Lobbying Declaration**  
**Certification for Contracts, Grants, Loans and Cooperative Agreements**  
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, MP Predictive Technologies Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

*Gracyn Best*

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Gracyn Best, Inside Sales Representative  
Name and Title of Contractor's Authorized Official

10/12/22  
Date



## Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

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Regarding Sections 61 through 72 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement  
Remedies  
Equal Employment Opportunity  
Contract Hours and Safety Standards Act  
Clean Air Act  
Federal Water Pollution Control Act  
Access to Records  
Suspension and Debarment  
Byrd Anti-Lobbying Amendment  
Procurement of Recovered Materials  
DHS Seal, Logo, and Flags  
Domestic Preference

*Gracyn Best*

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Signature of Contractor's Authorized Official

Gracyn Best, Inside Sales Representative

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Name and Title of Contractor's Authorized Official

10/12/22

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Date

## DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at 12PM this 12th day of October, 2022.

Proposer MP Predictive Technologies Inc.

By Gracyn Best  
Signature

Gracyn Best  
Printed or Typed Name

Title Inside Sales Representative

Complete Business Address of Proposer: 9187 Boggy Creek Rd Ste #1, Orlando, FL 32824

State of Incorporation Florida

Complete Address of Principal Office 9187 Boggy Creek Rd Ste #1, Orlando, FL 32824

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Gracyn Best

9187 Boggy Creek Rd Ste #1, Orlando, FL 32824

Telephone (904) 315-1460

Fax (    ) NONE

E-Mail gbest@mpp-technologies.com

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Orange

Before me, the undersigned authority, personally appeared Gwynn Best, who, being by me first duly sworn, made the following statement:

1. The business name and address of MP Predictive Technologies Inc.  
[name of bidder or contractor]

is 9187 Boggy Creek Rd Ste #1, Orlando, FL 32829.

2. My relationship to MP Predictive Technologies Inc.  
[name of bidder or contractor]

is Inside Sales Representative

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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 entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

AOC - 5

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_

\_\_\_\_\_ A copy of the order of the Division of Administrative Hearings is attached to this statement:

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the 12<sup>th</sup> day of October, 2022.

Michelle Sanchez  
Notary Public

(Affix Seal)



10/05/2025  
My Commission Expires

Michelle L Sanchez  
Type or Printed Name

AOC - 6

## **DISPUTE DISCLOSURE**

**Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

***Project: FMPA ITB# 2022-034***

MP Predictive Technologies Inc.

**Firm**

10/12/2022

**Date**

*Gracyn Best*

**Authorized Signature**

Inside Sales Representative

**Officer Title**

Gracyn Best

**Printed or Typed Name**

AOC - 7



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                         |                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Eastern Insurance Group, Inc.<br>7400 SW 50th Terrace<br>Suite 100<br>Miami FL 33155 | <b>CONTACT NAME:</b> Amanda Nogues<br><b>PHONE (A/C, No, Ext):</b> (305) 595-3323<br><b>FAX (A/C, No):</b> (305) 595-7135<br><b>E-MAIL ADDRESS:</b> amanda@easterninsurance.net                                                                              |
| <b>INSURED</b><br>MP Predictive Technologies, Inc<br>9187 Boggy Creek Road Unit 1<br>Orlando FL 32824   | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Great American E & S Insurance Co<br><b>INSURER B:</b> AmGUARD Insurance Company<br><b>INSURER C:</b> Insurance Company of the West<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

## COVERAGES

**CERTIFICATE NUMBER:** 2022-2023 Master

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                             | ADDL INSD                                                           | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                               |
|----------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------|----------------|-------------------------|-------------------------|----------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                              |                                                                     |          | PL E775676-01  | 09/22/2022              | 09/22/2023              | EACH OCCURRENCE \$ 1,000,000                                         |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                |                                                                     |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000                 |
|          |                                                                                                               |                                                                     |          |                |                         |                         | MED EXP (Any one person) \$ 20,000                                   |
|          |                                                                                                               |                                                                     |          |                |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                            |                                                                     |          |                |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                       |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC     |                                                                     |          |                |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                  |
|          | OTHER:                                                                                                        |                                                                     |          |                |                         |                         | Employee Benefits \$                                                 |
| B        | <b>AUTOMOBILE LIABILITY</b>                                                                                   |                                                                     |          | MPAU320744     | 09/22/2022              | 09/22/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                     |
|          | <input type="checkbox"/> ANY AUTO                                                                             |                                                                     |          |                |                         |                         | BODILY INJURY (Per person) \$                                        |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS                 |                                                                     |          |                |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                                                                     |          |                |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |                                                                                                               |                                                                     |          |                |                         |                         | Uninsured motorist \$ 250,000                                        |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB                                                             |                                                                     |          | XS E775677-01  | 09/22/2022              | 09/22/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 6,000,000                     |
|          | <input type="checkbox"/> EXCESS LIAB                                                                          |                                                                     |          |                |                         |                         | EACH OCCURRENCE \$ 6,000,000                                         |
|          |                                                                                                               | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE |          |                |                         |                         | AGGREGATE \$ 6,000,000                                               |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                            |                                                                     |          |                |                         |                         | \$                                                                   |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                          |                                                                     |          | WFL-5063559-00 | 01/01/2022              | 01/01/2023              | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                   | Y/N <input type="checkbox"/> N <input checked="" type="checkbox"/>  | N/A      |                |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                                      |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                        |                                                                     |          |                |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                              |
|          |                                                                                                               |                                                                     |          |                |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                  |                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Florida Municipal Power Agency<br>8553 Commodity Circle<br>Orlando FL 32819-9002 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>Boston MA Office<br>53 State Street<br>Suite 2201<br>Boston MA 02109 USA | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b> (866) 283-7122<br><b>FAX (A/C. No.):</b> (800) 363-0105<br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                                                                                                                |                               |        |                                   |       |                                   |       |                                         |       |            |  |            |  |            |  |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------------|-------|-----------------------------------|-------|-----------------------------------------|-------|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Hitachi Energy USA Inc.<br>901 Main Campus Drive<br>Raleigh NC 27606 USA                                       | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: American Zurich Ins Co</td><td>40142</td></tr><tr><td>INSURER C: HDI Global Insurance Company</td><td>41343</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Zurich American Ins Co | 16535 | INSURER B: American Zurich Ins Co | 40142 | INSURER C: HDI Global Insurance Company | 41343 | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                    | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                   |       |                                   |       |                                         |       |            |  |            |  |            |  |
| INSURER A: Zurich American Ins Co                                                                                                | 16535                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                   |       |                                   |       |                                         |       |            |  |            |  |            |  |
| INSURER B: American Zurich Ins Co                                                                                                | 40142                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                   |       |                                   |       |                                         |       |            |  |            |  |            |  |
| INSURER C: HDI Global Insurance Company                                                                                          | 41343                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                   |       |                                   |       |                                         |       |            |  |            |  |            |  |
| INSURER D:                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                   |       |                                   |       |                                         |       |            |  |            |  |            |  |
| INSURER E:                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                   |       |                                   |       |                                         |       |            |  |            |  |            |  |
| INSURER F:                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                   |       |                                   |       |                                         |       |            |  |            |  |            |  |

**COVERAGES****CERTIFICATE NUMBER:** 570094436729**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER                              | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                                                                                                                                                                             |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------------------------|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GLD5665302                                 | 07/01/2022               | 04/01/2023               | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMPIOP AGG \$2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                         |           |          | BAP 7321551 02                             | 04/01/2022               | 04/01/2023               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) Included                                                                           |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION                                                                                                                                                                                                                                                                       |           |          |                                            |                          |                          | EACH OCCURRENCE<br>AGGREGATE                                                                                                                                                                                                       |
| B<br>A   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br>Y  | N/A      | WC727810902<br>AOS<br>WC727811002<br>Retro | 04/01/2022<br>04/01/2022 | 04/01/2023<br>04/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                          |                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hitachi Energy USA Inc.<br>901 Main Campus Drive<br>Raleigh NC 27606 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Aon Risk Services Northeast Inc.</i> |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Holder Identifier :

Certificate No : 570094436729



This document is signed by

|                                                                                  |                           |                                                                         |
|----------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------|
|  | <b>Signatory</b>          | CN=Ashley D Spencer, DNQ=A01410D0000017F6F96509400008B48, O=Texas, C=US |
|                                                                                  | <b>Date/Time</b>          | Wed Apr 05 13:46:35 UTC 2023                                            |
|                                                                                  | <b>Issuer-Certificate</b> | CN=IGC CA 1, OU=IdenTrust Global Common, O=IdenTrust, C=US              |
|                                                                                  | <b>Serial-No.</b>         | 85078368733959122383066293668385324468                                  |
|                                                                                  | <b>Method</b>             | urn:adobe.com:Adobe.PPKLite:adbe.pkcs7.sha1 (Adobe Signature)           |



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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Approval of Agreement Between the City of Mount Dora and Flo Power LLC, Related to Substation and Generating Station Maintenance Services

---

**Introduction:**

This is a request for City Council to Approve the agreement between the City of Mount Dora and Flo Power LLC, related to substation and generating station Maintenance Services.

**Discussion:**

This is a request for City Council to approve the agreement between the City of Mount Dora and Flo Power LLC, one of twelve vendors to perform substation maintenance based on their capabilities and expertise in substation devices and systems. This request is pursuant to the invitation to bid issued by Florida Municipal Power Agency (FMPA) Bid ITB # 2022-034.

Mount Dora Electric Utility substation currently has three large transformers with breakers, bus work, relays, and circuit switchers that provide sufficient capacity and contingency to serve our customers. It is critical that routine scheduled maintenance and equipment repair be performed on substation equipment to ensure excellent reliable electric service to our customers. Due to the many pieces of equipment and control devices and the needed availability for emergencies it is important to have several contractors available with different capabilities.

The City of Mount Dora Electric is a member of FMPA and participated as a named participant in the cooperative bid issued by FMPA for competitive solicitation of Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC.

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per area of specialization in the bid document.

The City of Mount Dora Electric Utilities Department reviewed the proposals and confirmed FMPP criteria. All suppliers agreed to bid pricing and the terms and conditions within the FMPP Invitation to Bid documents.

**Budget Impact:**

The Electric department budgeted \$30,000 for other contractual services in the current FY 2022-2023 budget that can be used for this purpose.

**Strategic Impact:**

Infrastructure – This contract is critical to maintain the Mount Dora Substation in providing reliable power to our customers.

**Recommendation:**

City Council approve the Agreement between the City of Mount Dora and Flo Power LLC, related to substation and generating station maintenance services.

**Attachment(s):**

1. Flo Power LLC.SGS- Mount Dora Agreement

Prepared by: vedderl vedderl, Administrative Assistant  
Reviewed by: Steve Langley, Electric Utility Director  
Aneta Barton, Budget Director  
Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/12/2023  
Approved - 4/12/2023  
Approved - 4/12/2023  
Approved - 4/12/2023  
Final Approval - 4/12/2023

## **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 FLO POWER LLC, 9546 N.E. 306<sup>th</sup> Avenue, Fort McCoy, Florida 32134, 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 various, continuing purchases, utilizing that Substation and Generating Station Maintenance Services Agreement between the Florida Municipal Power Agency and the CONTRACTOR, identified through that FMPA Award Memorandum dated January 30, 2023, and Response from CONTRACTOR attached hereto as **Composite Exhibit “A”**, made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract”, and which was competitively solicited for and negotiated by the Florida Municipal Power Agency through ITB# 2022-034; and,

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

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

#### **SECTION 1.**        **TERM.**

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the CITY and may be extended for three (3) additional one (1) year terms.

#### **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: Flo Power LLC  
9546 N.E. 306<sup>th</sup> Avenue  
Fort McCoy, Florida 32134

**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](mailto: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

Flo Power LLC. Harry M. Dansby

Print: Harry m. Dansby

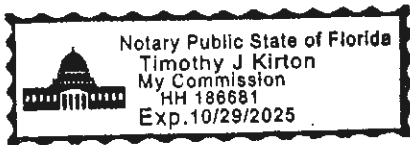
Title: Manager

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of \_\_\_\_\_, as Harry M. Dansby, of Flo Power LLC, 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 DS21-373-XX as identification, and who did/did not take an oath this 6 day of APRIL, 2023.

(stamp)



Timothy J. Kirtan  
NOTARY PUBLIC

**Exhibit “A”**  
Cooperative Contract  
Award Memorandum dated January 30, 2023,  
issued by Florida Municipal Power Agency listing  
Flo Power LLC





Sharon Samuels  
Member Services Programs and Procurement Administrator

**MEMORANDUM**

January 30, 2023

**To:** FMPA Members

**From:** Sharon Samuels

**Re:** Substation & Generating Station Maintenance Services - Award ITB# 2022-034

\*\*\*\*\*

FMPA issued competitive solicitation for Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC.

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document. Please see the table of award selection on the following page.

These awarded bidders will extend the bid prices and terms to other FMPA Members as stated in our bid document. This bid award is effective until February 1, 2024; at that time the award may be extended by mutual consent.

Should you have any concerns or questions, please feel free to contact me.

cc: Awarded Bidders

**FMPA**  
**Provision of Substation and Generating Station Maintenance Services**  
**SUMMARY OF SPECIALTY AREAS**

| SCOPE OF WORK                                                                                    | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                  | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| General Substation Site Inspection (Section 2)                                                   |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Inspection, Testing, and Maintenance (Section 3)                                 | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Circuit Breaker Repair and Reconditioning (Section 4)                                            | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Relay Inspection, Testing, Maintenance, & Repair (Section 5)                                     | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 | ✓             | ✓                   |
| Capacitor Bank Inspection, Testing, Maintenance, & Repair (Section 6)                            |         | ✓                      | ✓                                 | ✓         |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Meter Inspection & Testing (Section 7)                                                           | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Metal Clad Breaker Repair and Reconditioning (Section 8)                                         | ✓       | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Power Transformer & LTC Inspection, Testing, Maintenance, and Repair (Section 9)                 | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Single Phase Voltage Regulators Inspection, Testing, Maintenance, and Repair (Section 10)        |         |                        | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         | ✓               |               |                     |
| Circuit Switcher and Disconnect Switch Inspection, Testing, Maintenance, and Repair (Section 11) | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Recloser Inspection, Testing, Maintenance, and Repair (Section 12)                               |         | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 | ✓             |                     |

| SCOPE OF WORK                                                                              | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|--------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                            | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| DC Control Circuitry Inspection, Testing, Maintenance, and Repair (Section 13)             | ✓       | ✓                      | ✓                                 |           |         | ✓             |      | ✓                 | ✓                         |                 | ✓             |                     |
| Protection Communication Systems Inspection, Testing, Maintenance, and Repair (Section 14) | ✓       | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 | ✓             |                     |
| Instrument Potential Transformer Inspection, Testing, Maintenance, and Repair (Section 15) | ✓       | ✓                      | ✓                                 |           | ✓       | ✓             |      |                   | ✓                         |                 | ✓             |                     |
| Current Transformer Inspection, Testing, Maintenance, and Repair (Section 16)              | ✓       | ✓                      | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         |                 | ✓             |                     |
| Potential Circuit Tests (Section 17)                                                       | ✓       | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         |                 |               |                     |
| Battery Inspection, Testing, Maintenance, and Repair Charger (Section 18)                  |         | ✓                      | ✓                                 |           |         | ✓             |      |                   | ✓                         | ✓               | ✓             |                     |
| Annunciator Inspection, Testing, Maintenance, and Repair (Section 19)                      | ✓       | ✓                      | ✓                                 |           |         |               |      |                   | ✓                         |                 |               |                     |
| SCADA Equipment (Section 20)                                                               |         | ✓                      | ✓                                 |           |         |               |      | ✓                 | ✓                         |                 |               |                     |
| Mineral Oil Services (Section 21)                                                          |         | ✓                      | ✓                                 | ✓         | ✓       |               |      |                   | ✓                         | ✓               | ✓             |                     |
| Installation and Replacement of Equipment (Section 22)                                     | ✓       |                        | ✓                                 | ✓         | ✓       | ✓             | ✓    |                   | ✓                         | ✓               | ✓             |                     |
| Live Line Insulator Washing (Section 23)                                                   |         |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
| Ground Grid Inspection, Testing, Maintenance, and Repair (Section 24)                      |         | ✓                      | ✓                                 | ✓         |         | ✓             |      | ✓                 | ✓                         | ✓               | ✓             |                     |

| SCOPE OF WORK                                                                                                       | BIDDERS |                        |                                   |           |         |               |      |                   |                           |                 |               |                     |
|---------------------------------------------------------------------------------------------------------------------|---------|------------------------|-----------------------------------|-----------|---------|---------------|------|-------------------|---------------------------|-----------------|---------------|---------------------|
|                                                                                                                     | ABB     | Electric Power Systems | Electrical Engineering Enterprise | Flo Power | Hitachi | MP Predictive | NASS | Patterson & Dewar | Premier Power Maintenance | Southern Switch | TAW Technical | Utility Engineering |
| This Bidder Offers all or some of the Miscellaneous Work (Trenching, Wiring, Fencing, and Control Building Repairs) |         |                        | ✓                                 | ✓         |         | ✓             |      |                   |                           | ✓               |               |                     |

**NOTE:** Vendors with ✓ took exceptions to the FMPA Terms & Conditions. Please see the Exceptions & Clarifications page for details

**Provision of Substation and Generating Substation Maintenance  
FMPA ITB# 2022-034**

Bidders Exceptions and Clarifications

ABB, Inc.

- **Took exception to FMPA Terms and Conditions; stating that the ABB Standard Terms and Conditions will take precedence over the terms of the bid document. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.**
- **Took exception to Sections 35, 39, 21, 23 of the terms.**
- **Took exception to Section 2.1 of the specifications; stating ABB will not be held liable for proper function of devices/materials outside ABB expertise.**
- Participating Member is required to pay all reasonable expenses incurred in connection with schedule delay, suspension, or cancellation. It is not limited to demobilization/remobilization, costs of storage, and cancellation charges. The schedule for ABB obligations shall be extended for a period of time reasonably necessary to overcome the effects of schedule delay.
  - o Within 7 days prior to commencement of services -\$500 to \$7,500 per resource assigned.
  - o Within 72 hours prior to commencement of services -\$2,500 to \$10,000 per resource assigned.
  - o Within 24 hours prior to commencement of services -\$2,500 to \$25,000 per resource assigned.
- Invoice to be issued, 100% Upon substantial completion of each scheduled visit.
- Payment terms: Net 30 days from date of invoice
- Pricing does not include any applicable taxes, permits, and licensing fees.
- Four-week notice is required for assigning engineering services.
- Services are considered Substantially Complete when services performed by ABB can be occupied by buyer or buyer can use the services portion for its intended use.
- Cost provided for transportation is considered a non-binding estimate. Due to fluctuating transportation cost, at time of delivery, ABB will invoice actual cost to the Participating Member.
- Participating Member shall be responsible for disposal of waste generated at work site. Be responsible for removal/replacement of any obstructions that interfere with access of existing equipment.
- ABB notes they shall not be liable for material supply, coronavirus outbreaks, or issues with transportation.

ELECTRIC POWER SYSTEMS

- Payment is 30 days from receipt of invoice.
- Additional 10% mark-up apply for materials.
- Crew makeup will be determined by job specific factors including schedule and safety requirements.
- Travel rates are round trip per person.
- Jobs lasting two (2) weeks or more, will incur travel charges every two weeks per person.
- GSA rates for lodging and per diem.

## ELECTRIC POWER SYSTEMS – cont.

- **EPS provided set up and breakdown rates as Time & Materials, which may present concerns for FEMA reimbursements, should a Member decide to use reimbursements for installation following a storm – FEMA requires that T&M is only acceptable if there are no other rates options available. If T&M is used, there must be a price ceiling. Participating Members may choose to provide the price ceiling in their purchase order.**
- Emergency rates are applicable for first 48 hours; then regular time rates apply.

## ELECTRICAL ENGINEERING ENTERPRISE

- Took no exceptions
- 2% discount for payment within 15 days.
- Additional 15% mark-up apply for materials.
- Storm/Emergency response is provided at premium time.
- Breakdown/Setup cost is \$250
- Charge for cancellation prior to mobilization is \$750.
- Charge for cancellation after mobilization is \$1,500.
- Per diem charge will be \$300

## FLO POWER, LLC

- Took no exceptions
- 3% discount for payment within 15 days.
- Additional 16% mark-up apply for materials.
- Cost of \$100 per man, per hour applies to uncoordinated work less than 10 hours notice
- Cost of \$100 per hour, per man, emergency work; plus fleet and tools; except for vacuum processing, rig, generator, and filter press.
- Cost noted for technician includes a helper.
- Cost for electrician includes tools and fleet; does not include vacuum dehydration rig and generator or oil filter press.
- Flo Power provides oversight of fencing, trenching, control building repairs and wiring. Can provide pricing as requested.

## HITACHI ENERGY

- **Took exception to the FMPA Terms and Conditions; providing a supplemental one-time agreement. stating that where there is conflict between FMPA and the Hitachi terms, their terms will prevail. Where there is no conflict, the FMPA Standard Terms and Conditions will take precedence. Where terms are silent, the Hitachi terms will prevail. For this reason, FMPA recommends rejecting this submittal. Exceptions appear to be: **Warranty, Insurance** (additional insured shall only be to third party claims to the extend caused by negligence), **Limitation of Liability** (Hitachi will not be liable; if so, shall be a not to exceed the PO value), **Termination/Cancellation** (add 40% restocking/handling fee. No return/exchange on non-stock items. No return/exchange after 60 days from factory ship date). **Liquated damages will not apply. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.****
- Any rates not specified in the bid will be per Hitachi's published rate.
- Additional 25% mark-up apply for materials.
- Charge for cancellation prior to mobilization is \$2,500 per person, per hour. Charge for cancellation after mobilization is \$16,110 per person, per hour.
- Cost for mobilization to each located is on a "per person, per hour" basis.
- Cost of \$2,500, plus \$3.50 per mile each way, for vacuum oil processing trailer daily.



#### MP PREDICTIVE TECHNOLOGIES, INC.

- Took no exceptions
- Additional 16.5% mark-up apply for materials.
- Charge for cancellation after mobilization is \$2,000 flat fee.
- Cost of \$500 for any testing equipment that is not “in-house”
- Work schedule is Mon-Fri, 8 hours. Overtime is past 8 hours in a day.
- Overtime, Saturdays, and emergencies are time and a half. Sundays and holidays are double time.

#### NORTH AMERICAN SUBSTATION SERVICES

- **Took exception to: FMPA Liquidated damages** - NASS request that liquated damages shall not exceed 25% of each PO. **Exception to Indemnity** – NASS requested the addition of “mutual of consequential damages” to the end of the Indemnity section of the bid. ***Acceptance of these terms is at the discretion of each Participating Member.***
- Payment is net 30 days.

#### PATTERSON & DEWAR.

- Took no exceptions
- Additional 12% mark-up apply for materials.
- Charge for cancellation after mobilization will be determined at the time based on the job.
- Charge for breakdown/setup will be determined at the time based on the job.
- Per diem charge will be actual costs, typically \$225 for meals and hotel.
- NASS provided a list of testing and commissioning equipment.

#### PREMIER POWER MAINTENANCE

- **Took exceptions to:** PPM request that prior to work, customer will provide to PPM the schedule to ensure they're able to meet the deadline. They request adding the to the following to the **Liquidated Damages** section of the RFP “liquated damages not exceed 5% of the work order”. ***Acceptance of these terms is at the discretion of each Participating Member.***
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- GSA rates for lodging and per diem. Emergency rates apply for the first 24 hours, regular rates apply after that.
- Charge for cancellation prior to mobilization is 5% of the project.
- Charge for cancellation after mobilization is mobilization plus 5% of the project.
- Mileage for mobilization to each city is based on 1 round trip.
- Cost for travel is hourly at a rate of \$102.60, and estimated hours to destination.
- Standard crew size for most mobilization will be 2 technicians, unless otherwise stated.
- Cost for storm/emergency work is 1.25x standard rate.
- Mobilizations for a single technician requires the presence of 1 utility member onsite.
- Clarification that the following tasks are performed by 1 technician: Infrared scanning, site inspection, off-site breaker reconditioning.

#### SOUTHERN SWITCH AND CONTACTS

- Took no exceptions
- 2% discount for payment within 10 days.
- Additional 15% mark-up apply for materials.
- Additional charges for rental equipment apply at cost +15% and delivery/pickup adders
- Storm/emergency rate is 2x the rates.
- Assumptions for mobilization: 4-man crew, 1 way trip.
- Charge for cancellation after mobilization is \$500.

#### TAW TECHNICAL FIELD SERVICES, INC.

- Took no exceptions
- Charge for cancellation prior to mobilization is 25% of the project.
- Charge for cancellation after mobilization is 75% of the project.
- Per diem charge will be \$225
- Additional 20% mark-up apply for materials.
- Storm/emergency rate is \$205.50.
- Additional charges 20% applies to markup for rental equipment.

#### TRC.

- **Took exception to the FMPA Terms and Conditions sections: 31 Code of Ethics; 32 Collusion; 33 Indemnity; 34 Insurance, TRC to use ISO endorsement for coverage; 35 Warranty; 36 Acceptance of Services; 37 Termination for Default; 38 Termination for Convenience; 39 Liquidated Damages; Liability; 40 Control of Work and Subcontractors; 41 Suspension of Work; 42 Acceptance and Payment for Work Completed; 43 Modification or Withdrawal of bid; and 44 Errors in Bids. For this reason, FMPA recommends rejecting this submittal. Acceptance of these terms is at the discretion of each Participating Member. Their terms and conditions are attached for your review.**
- Mobilization cost and travel time will be calculated and listed as a separate cost per proposal. No mobilization costs were provided. **FMPA recommends rejecting this submittal. Acceptance is at the discretion of each Participating Member.**
- Charge for cancellation after mobilization is mobilization cost.
- Per diem charge will be GSA rates for lodging and per diem.
- Additional 10% mark-up apply for materials.
- Storm/emergency rate is \$195 per hour, per man.

#### UTILITY ENGINEERING, LLC

- Took no exceptions
- Charge for cancellation after mobilization is mobilization cost.
- Breakdown/Setup cost is \$200
- Per diem charge will be \$180
- Storm/emergency rate is \$150 hourly rate.



**PROPOSAL TO FURNISH AND DELIVER  
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE  
FOR THE FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-7.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 3 % for payment made within 15 days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-7.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

**ADDENDA.** The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

|              |             |
|--------------|-------------|
| Number _____ | Dated _____ |
| Number _____ | Dated _____ |

Respectfully submitted:

Company Name: Flo Power LLC

Signature: Harry M. Damsby  
(Authorized Representative)

Harry M. Damsby  
(Type or Print Name of Signer)

Address: 9546, N.E. 306th Ave.  
Fort McCoy FL 32134

E-Mail Address: mike@flopowerllc.com

Telephone Number: 352-817-0654

Toll Free Number: N/A

Date: 11-1-2022

**FLORIDA MUNICIPAL POWER AGENCY**  
**Substation and Generating Station Maintenance Services - Bid Form**

| Travel Cost Breakdown:                                                                                                                                                                                                                                                                                                                              | Charge (\$)                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------|----------------------------|----------------------------|------------------|----------------------------|--|---------------------------------|---------------------------------|----------|----------|----------|--------|----------------|------------------|--|--|--|--|----------|----------|--------|-------------------|-------------------|--------------------------------|--|----------|------------|----------|--------|----------------------|--|--|--|--|--|-----------|--------|----------------|--|--|--|--|--|----------|
| Mileage rate (\$ per mile)                                                                                                                                                                                                                                                                                                                          | \$0.77                          | <p>Below, please indicate the <b>total travel cost</b> per crew, including mileage and man-hours, from your facility to <b>each individual city</b>.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">ZONE 1</th> <th style="width: 10%;">Beaches Energy Services</th> <th style="width: 10%;">City of Green Cove Springs</th> <th style="width: 10%;">City of Starke</th> <th style="width: 10%;">City of Mt. Dora</th> <th style="width: 10%;">New Smyrna Beach Utilities</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$264.00<br/><del>\$527.00</del></td> <td>\$234.00<br/><del>\$464.00</del></td> <td>\$264.00</td> <td>\$234.00</td> <td>\$351.00</td> </tr> <tr> <td>ZONE 2</td> <td>City of Bartow</td> <td>City of Wauchula</td> <td colspan="3" rowspan="4" style="background-color: #cccccc;"></td> </tr> <tr> <td></td> <td>\$464.00</td> <td>\$585.00</td> </tr> <tr> <td>ZONE 3</td> <td>City of Clewiston</td> <td>City of Homestead</td> <td>Ft. Pierce Utilities Authority</td> </tr> <tr> <td></td> <td>\$936.00</td> <td>\$1,170.00</td> <td>\$702.00</td> </tr> <tr> <td>ZONE 4</td> <td>Keys Energy Services</td> <td colspan="4" rowspan="2" style="background-color: #cccccc;"></td> </tr> <tr> <td></td> <td>\$2340.00</td> </tr> <tr> <td>ZONE 5</td> <td>Town of Havana</td> <td colspan="4" rowspan="2" style="background-color: #cccccc;"></td> </tr> <tr> <td></td> <td>\$585.00</td> </tr> </tbody> </table> | ZONE 1                          | Beaches Energy Services | City of Green Cove Springs | City of Starke             | City of Mt. Dora | New Smyrna Beach Utilities |  | \$264.00<br><del>\$527.00</del> | \$234.00<br><del>\$464.00</del> | \$264.00 | \$234.00 | \$351.00 | ZONE 2 | City of Bartow | City of Wauchula |  |  |  |  | \$464.00 | \$585.00 | ZONE 3 | City of Clewiston | City of Homestead | Ft. Pierce Utilities Authority |  | \$936.00 | \$1,170.00 | \$702.00 | ZONE 4 | Keys Energy Services |  |  |  |  |  | \$2340.00 | ZONE 5 | Town of Havana |  |  |  |  |  | \$585.00 |
| ZONE 1                                                                                                                                                                                                                                                                                                                                              | Beaches Energy Services         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | City of Green Cove Springs      | City of Starke          | City of Mt. Dora           | New Smyrna Beach Utilities |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
|                                                                                                                                                                                                                                                                                                                                                     | \$264.00<br><del>\$527.00</del> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$234.00<br><del>\$464.00</del> | \$264.00                | \$234.00                   | \$351.00                   |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| ZONE 2                                                                                                                                                                                                                                                                                                                                              | City of Bartow                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | City of Wauchula                |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
|                                                                                                                                                                                                                                                                                                                                                     | \$464.00                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$585.00                        |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| ZONE 3                                                                                                                                                                                                                                                                                                                                              | City of Clewiston               | City of Homestead                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Ft. Pierce Utilities Authority  |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
|                                                                                                                                                                                                                                                                                                                                                     | \$936.00                        | \$1,170.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$702.00                        |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| ZONE 4                                                                                                                                                                                                                                                                                                                                              | Keys Energy Services            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
|                                                                                                                                                                                                                                                                                                                                                     | \$2340.00                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| ZONE 5                                                                                                                                                                                                                                                                                                                                              | Town of Havana                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
|                                                                                                                                                                                                                                                                                                                                                     | \$585.00                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| Travel Rate (\$ per hour per man)                                                                                                                                                                                                                                                                                                                   | \$53.82                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| Mileage is included in the Travel & Mobilization Rate                                                                                                                                                                                                                                                                                               |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| <p>* NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein.</p> <p>In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below.</p> <p style="text-align: center; font-size: 2em;">4</p> |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| Miscellaneous Charges:                                                                                                                                                                                                                                                                                                                              | Charge (\$)                     | Comments:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| Charge if work is cancelled prior to mobilization                                                                                                                                                                                                                                                                                                   | \$0.00                          | <p>Mileage rate is included in the Travel &amp; Mobilization Rates</p> <p>(**) + (x) rate is all inclusive of Fleet &amp; Tools except Vacuum Processing Rig, Generator &amp; Filter Press</p> <p>* \$100.00 Per Man/Per Hour for uncoordinated work with less than 10 hours notice</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| Charge if work is cancelled after mobilization                                                                                                                                                                                                                                                                                                      | \$1,294.00                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| Breakdown and setup costs                                                                                                                                                                                                                                                                                                                           | \$332.00<br><del>\$234.00</del> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| Per diem rate if overnight stay is required (Per man)                                                                                                                                                                                                                                                                                               | \$200.00                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| Mark-up rate for materials                                                                                                                                                                                                                                                                                                                          | 16%                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| Storm/Emergency-related response rate (** Per Man/Per Hour)                                                                                                                                                                                                                                                                                         | \$100.00                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |
| Additional charges (please provide explanation) *                                                                                                                                                                                                                                                                                                   | \$100.00                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                         |                            |                            |                  |                            |  |                                 |                                 |          |          |          |        |                |                  |  |  |  |  |          |          |        |                   |                   |                                |  |          |            |          |        |                      |  |  |  |  |  |           |        |                |  |  |  |  |  |          |



**FLORIDA MUNICIPAL POWER AGENCY**  
**Substation and Generating Station Maintenance Services - Bid Form**

| Hourly Charges:                                        | Charge (\$)          | Comments:                                                                                                                                  |
|--------------------------------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Hourly Cost (Straight Time) for Technician *           | \$378. <sup>00</sup> | * includes Technician with a helper<br>Tools, Test equipment, and Vehicle<br>applies To Relay Protection & Equipment<br>Electrical Testing |
| Overtime Hourly Cost for Technician *                  | \$463. <sup>00</sup> |                                                                                                                                            |
| Premium Hourly Cost for Technician *                   | \$502. <sup>00</sup> |                                                                                                                                            |
| Hourly Cost (Straight Time) for Technician Supervisor  | \$296. <sup>00</sup> |                                                                                                                                            |
| Hourly Charges:                                        |                      |                                                                                                                                            |
| Hourly Cost (Straight Time) for Electrician **         | \$90. <sup>00</sup>  | ** includes - Tools, Fleet.<br>** Does not include Vacuum dehydration Rig &<br>Generator - or Oil Filter Press.                            |
| Overtime Hourly Cost for Electrician **                | \$120                |                                                                                                                                            |
| Premium Hourly Cost for Electrician **                 | \$133. <sup>00</sup> |                                                                                                                                            |
| Hourly Cost (Straight Time) for Electrician Supervisor | \$122. <sup>00</sup> |                                                                                                                                            |

# DRUG-FREE WORKPLACE COMPLIANCE FORM

## IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that  
Flb Power LLC does:  
(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Larry M. Dandy  
Vendor's Signature  
11/01/2022  
Date

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



## STATEMENT OF NO BID

General Manager  
Florida Municipal Power Agency  
Joint Purchase Project  
8553 Commodity Circle  
Orlando, FL 32819

### Reference FMPA ITB # 2022-034

We, the undersigned, have declined to bid on your Invitation to Bid Number 2022-034, October 2022, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for the Provision of Substation and Generating Station Maintenance for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE**  
**FMPA ITB # 2022-034**

IND We DO NOT take exception to the Bid Specifications.

\_\_\_\_\_ We TAKE exception to the Bid Specifications as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: Flo Power LLC

By: Harry M. Dansby  
(Authorized Person's Signature)

Harry M. Dansby Manager of Flo Power LLC  
(Print or type name and title of signer)

Company Address: 9546 N.E. 306th Ave. Fort McCoy, FL 32134

Telephone Number: 352-817-0654

Toll Free Number: N/A E-mail = mike@flopowerllc.com

Fax Number: N/A

Date: November, 01, 2022

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

**Anti-Lobbying Declaration**  
**Certification for Contracts, Grants, Loans and Cooperative Agreements**  
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, Flo Power LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Harry M. Dansby  
Signature of Contractor's Authorized Official

Harry M. Dansby manager  
Name and Title of Contractor's Authorized Official

11-01-2022  
Date

## Compliance Declaration

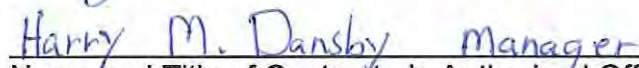
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 61 through 72 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

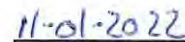
FEMA Reimbursement  
Remedies  
Equal Employment Opportunity  
Contract Hours and Safety Standards Act  
Clean Air Act  
Federal Water Pollution Control Act  
Access to Records  
Suspension and Debarment  
Byrd Anti-Lobbying Amendment  
Procurement of Recovered Materials  
DHS Seal, Logo, and Flags  
Domestic Preference



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official



Date

## DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at 3:30 Pm. this 1st day of November, 2022.

Proposer Flo Power LLC

By Harry M. Dansby  
Signature

Harry M. Dansby  
Printed or Typed Name

Title Manager

Complete Business Address of Proposer:

9546, N.E. 306th Ave.

Fort McCoy FL 32134

State of Incorporation

Florida

Complete Address of Principal Office

9546, N.E. 306th Ave.

Fort McCoy FL 32134

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Harry M. Dansby.

9546, N.E. 306th Ave. Fort McCoy,

FL 32134

Telephone (352) 817-0654

Fax (N/A)

E-Mail mike@Flo Power LLC.com

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA

COUNTY OF PUTNAM

Before me, the undersigned authority, personally appeared HARRY M. DANSBY, who, being by me first duly sworn, made the following statement:

1. The business name and address of Flo Power LLC, 9546 N.E. 36th Ave. Fort Mealey FL 32134  
[name of bidder or contractor]

is \_\_\_\_\_

2. My relationship to Flo Power LLC / Harry M. Dansby  
[name of bidder or contractor]

is Manager  
[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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 entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]



7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

\_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the 2 day of NOVEMBER, 2022

Michael G. Aaron  
Notary Public

(Affix Seal)

10/16/2025  
My Commission Expires

|                                                                                                             |
|-------------------------------------------------------------------------------------------------------------|
| MICHAEL G AARON<br>NOTARY PUBLIC<br>STATE OF FLORIDA<br>NO. HH154925<br>MY COMMISSION EXPIRES OCT. 16, 2025 |
|-------------------------------------------------------------------------------------------------------------|

MICHAEL G. AARON  
Type or Printed Name

## DISPUTE DISCLOSURE

**Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

**Project: FMPA ITB# 2022-034**

Flo Power LLC

**Firm**

11-01-2022

**Date**

Harry M. Dancy

**Authorized Signature**

Manager

**Officer Title**

Harry M. Dancy

**Printed or Typed Name**

AOC - 7



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                        |  |                                                                                                                                                                                                                                   |  |
|----------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Brick City Insurance<br>1701 NE 42nd Ave Unit 403<br>Ocala FL 34470 |  | <b>CONTACT NAME:</b> Melanie North<br><b>PHONE (A/C, No, Ext):</b> 352-421-9257<br><b>E-MAIL ADDRESS:</b> melanie@brickcityins.com<br><b>FAX (A/C, No):</b>                                                                       |  |
| <b>INSURED</b><br>Flo Power LLC<br>9546 NE 306th Avenue<br>Fort McCoy FL 32134         |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Kinsale Insurance Company<br><b>INSURER B:</b> Infinity Assurance Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                        |  | <b>NAIC #</b><br>38920<br>39497                                                                                                                                                                                                   |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                              | ADDL INSD                                                           | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                               |              |
|----------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------|--------------------|-------------------------|-------------------------|----------------------------------------------------------------------|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |                                                                     |          | 0100094285-3       | 08/21/2022              | 08/21/2023              | EACH OCCURRENCE                                                      | \$ 1,000,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                 |                                                                     |          |                    |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                            | \$ 100,000   |
|          |                                                                                                |                                                                     |          |                    |                         |                         | MED EXP (Any one person)                                             | \$ Excluded  |
|          |                                                                                                |                                                                     |          |                    |                         |                         | PERSONAL & ADV INJURY                                                | \$ 1,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             |                                                                     |          |                    |                         |                         | GENERAL AGGREGATE                                                    | \$ 2,000,000 |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                                                     |          |                    |                         |                         | PRODUCTS - COMP/OP AGG                                               | \$ 2,000,000 |
|          | OTHER:                                                                                         |                                                                     |          |                    |                         |                         |                                                                      | \$           |
| B        | <b>AUTOMOBILE LIABILITY</b>                                                                    |                                                                     |          | 509-82006-6828-001 | 06/17/2022              | 12/17/2022              | COMBINED SINGLE LIMIT (Ea accident)                                  | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                   |                                                                     |          |                    |                         |                         | BODILY INJURY (Per person)                                           | \$           |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                       | <input type="checkbox"/> SCHEDULED AUTOS                            | Y        |                    |                         |                         | BODILY INJURY (Per accident)                                         | \$           |
|          | <input type="checkbox"/> HIRED AUTOS                                                           | <input type="checkbox"/> NON-OWNED AUTOS                            |          |                    |                         |                         | PROPERTY DAMAGE (Per accident)                                       | \$           |
|          | <input checked="" type="checkbox"/> PIP \$10,000                                               |                                                                     |          |                    |                         |                         |                                                                      | \$           |
|          | <b>UMBRELLA LIAB</b>                                                                           |                                                                     |          |                    |                         |                         | EACH OCCURRENCE                                                      | \$           |
|          | <b>EXCESS LIAB</b>                                                                             | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE |          |                    |                         |                         | AGGREGATE                                                            | \$           |
|          | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>                             |                                                                     |          |                    |                         |                         |                                                                      | \$           |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                           |                                                                     |          |                    |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |              |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | Y / N <input type="checkbox"/> N / A <input type="checkbox"/>       |          |                    |                         |                         | E.L. EACH ACCIDENT                                                   | \$           |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                         |                                                                     |          |                    |                         |                         | E.L. DISEASE - EA EMPLOYEE                                           | \$           |
|          |                                                                                                |                                                                     |          |                    |                         |                         | E.L. DISEASE - POLICY LIMIT                                          | \$           |
|          |                                                                                                |                                                                     |          |                    |                         |                         |                                                                      |              |
|          |                                                                                                |                                                                     |          |                    |                         |                         |                                                                      |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                               |                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Florida Municipal Power Agency<br>8553 Commodity Cir<br>Orlando FL 32819-9002 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Kyle Futch</i> |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** SUNZ Insurance Solutions, LLC ID: (Convergence)  
c/o Convergence Employee Leasing, Inc.  
9393-1 Mill Springs Drive  
Jacksonville, FL 32257

**CONTACT NAME:** Convergence  
**PHONE (A/C, No, Ext):** 904-731-9014 **FAX (A/C, No):** 904-731-0059  
**E-MAIL ADDRESS:** Info@convergencepeo.com

| INSURER(S) AFFORDING COVERAGE     | NAIC # |
|-----------------------------------|--------|
| INSURER A: SUNZ Insurance Company | 34762  |
| INSURER B:                        |        |
| INSURER C:                        |        |
| INSURER D:                        |        |
| INSURER E:                        |        |
| INSURER F:                        |        |

**INSURED**  
Convergence Employee Leasing, Inc.  
Convergence Employee Leasing II Inc  
Convergence Employee Leasing III Inc  
9393-1 Mill Springs Drive  
Jacksonville FL 32257

**COVERAGES****CERTIFICATE NUMBER:** 71107046**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL INSD | SUBR WVD | POLICY NUMBER                      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                 |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                                    |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                  |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                |           |          |                                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                      |           |          |                                    |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                               |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                       |           | N/A      | WC006-00001-022<br>WC006-00001-021 | 10/1/2022<br>10/1/2021  | 10/1/2023<br>10/1/2022  | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: FLO POWER LLC Client Eff Date: 3/22/2022

**CERTIFICATE HOLDER**Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando FL 32819**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

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April 18, 2023 Regular Session Agenda Packet

71107046 | 5255 | Convergence I, II, III PEO 006 | Adrienne Garcia | 11/2/2022 1:41:46 PM (EDT) | Page 1 of 1

Page 476 of 842



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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Approval of Change Order #4 and Change Order #5 to Wharton-Smith Purchase Order #22-00052 for Fire Station #35

---

**Introduction:**

This is a request to approve Change Order #4 and Change Order #5 to Wharton Smith Purchase Order #22-00052 for Fire Station 35.

**Discussion:**

Wharton-Smith, Construction Manager At-Risk (CMAR) on Fire Station 35, has provided Change Order #4 and Change Order #5 to City Council for approval to close out the project. Change Order #4 in the amount of \$96,394.07 covers delays in the project due to Hurricanes Ian and Nicole and permitting and supply chain issues. Change Order #5 in the amount of \$160,848.00 covers impacts due to right-of-way design and HVAC supply chain delays. Wharton-Smith has waived executive, management, and mark-up fees in the change orders and seeks compensation for actual work on the site.

**Budget Impact:**

If approved, the total amount of \$257,242.07 will be included in a future budget amendment.

**Strategic Impact:**

Public Safety/Infrastructure

**Recommendation:**

City Council approve Change Order #4 and Change Order #5 to Wharton-Smith Purchase Order #22-00052 for Fire Station 35.

**Attachment(s):**

1. PO# 22-00052 CO#4 Revised-Construction Change Order 01-20-21
2. PO# 22-00052 CO#5 Revised-Construction Change Order 01-20-21

Prepared by: Merry Lovern, Executive Assistant  
Reviewed by: Chet Cramer, Project Manager  
Aneta Barton, Budget Director  
Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/12/2023  
Approved - 4/12/2023  
New -





**CITY OF  
MOUNT  
DORA**

**Marilyn Douglas – Purchasing Manager**  
**510 North Baker Street**  
**Mount Dora, FL 32757**  
**Phone: 352-735-7179**  
[douglasm@cityofmountdora.com](mailto:douglasm@cityofmountdora.com)

Purchasing Division

## CONSTRUCTION CHANGE ORDER FORM

Today's Date: 4/18/2023 Original PO Number: 22-00052  
 Original PO Amount: \$ 5,120,847.00 Cancel PO? Yes ☐ No ☒  
 Change Order Number: 4 Work Order #: \_\_\_\_\_  
 PO issued to: Wharton-Smith, Inc.  
 (Vendor Name)

The following change(s) are requested to the purchase order amount per the attached documentation:

☒ - line # 1 by 1 (qty) @ \$ 96,394.07 /unit GL #: 310-5555-562.00-35-FS0035  
 + / - line # \_\_\_\_\_ by \_\_\_\_\_ (qty) @ \$ \_\_\_\_\_ /unit GL #: \_\_\_\_\_  
 + / - line # \_\_\_\_\_ by \_\_\_\_\_ (qty) @ \$ \_\_\_\_\_ /unit GL #: \_\_\_\_\_

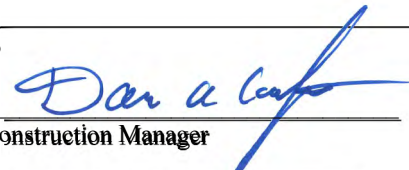
**Reason for Purchase Order Change:** Additional General Conditions associated with project delay of  
77 days due to supply chain and loss of economies of scale due to cancellation of Fire Station 34.

**New Purchase Order Total with Change Order:** \$ 4,074,800.86

All back-up documentation must be attached by the originator of this form and forwarded to each approval point. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The cumulative total of all change orders cannot exceed \$50,000 of the original award amount. The City Council must approve all change orders exceeding \$50,000. Signature below is approval for this change to be made. Any change made to a City Council approved PO, must be approved by City Council again.

### SIGNATURE APPROVALS

\_\_\_\_\_  
 Architect/Engineer  
 \_\_\_\_\_  
 Project Manager  
 \_\_\_\_\_  
 Finance Director  
 \_\_\_\_\_  
 City Council (To Exceed \$50,000)

  
 Construction Manager  
 \_\_\_\_\_  
 Department Head  
 \_\_\_\_\_  
 City Manager (Not to Exceed \$50,000  
 cumulative total)



# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406  
E-mail: [cramerc@cityofmoundora.com](mailto:cramerc@cityofmoundora.com)

October 19, 2022

Revised January 19, 2023, with Actual General Condition Impact's thru December 24, 2002

To: Chet Cramer, Construction Project Manager  
City of Mount Dora-Construction Department  
510 N. Baker Street  
Mount Dora, FL 32757

From: Jeffery Williams, Project Executive  
Wharton Smith, Inc.  
750 Monroe Road  
Sanford, FL 32771

RE: **City of Mount Dora FS35 Purchase Order No.: 220052 Change Order Request #004 Supplementation**

Dear Chet,

Please accept this letter as a supplemental update based on today's OAC meeting, containing the backup of the actual impacts incurred to the general conditions superseding the one issued on December 20, 2022. In accordance with the requirements of our Agreement on the above-referenced, this correspondence, along with the information included on Change Order Request #004 provided on December 20, 2022, will serve as our formal request as Construction Manager at Risk (CMAR) for additional funding of General Conditions in the updated actual incurred thru December 24, 2022, in the amount of **\$96,394.07**.

Mount Dora Fire Station  
General Conditions Budget versus Cost Analysis  
Time Period 11/6/21 thru 12/24/22

| Line | Code     | Title                                          | GMP GC's Amounts | GC's - Actual Cost |
|------|----------|------------------------------------------------|------------------|--------------------|
| 1    | 01-2-102 | Supervision                                    | \$ 127,382.00    | \$ 180,354.68      |
| 2    | 01-2-111 | Project Assistant                              | \$ 24,979.00     | \$ 35,468.37       |
| 3    | 01-2-114 | Project Scheduler                              | \$ 1,549.00      | \$ 8,233.84        |
| 4    | 01-2-130 | Executive Management                           | \$ 10,346.00     | \$ 11,685.54       |
| 5    | 01-2-131 | Project Manager                                | \$ 140,682.00    | \$ 139,033.48      |
| 6    | 01-2-133 | Project Engineer                               | \$ 79,464.00     | \$ 147,030.14      |
| 7    | 01-2-140 | Project Accountant                             | \$ 3,972.00      | \$ 3,920.02        |
| 8    | 01-2-142 | Safety Engineer                                | \$ 5,958.00      | \$ -               |
| 9    | -        | Additional GC's included in Change Order No. 2 | \$ 35,000.00     | \$ -               |
| 10   |          | Subtotals                                      | \$ 429,332.00    | \$ 525,726.07      |
| 12   |          | Variance                                       |                  | \$ 96,394.07       |



# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406

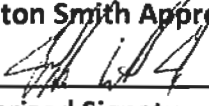
E-mail: [cramerc@cityofmoundora.com](mailto:cramerc@cityofmoundora.com)

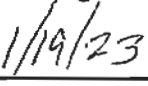
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**Total GMP Change = \$96,394.07**

|                                                                             |                        |
|-----------------------------------------------------------------------------|------------------------|
| <b>Fire Station #35 GMP:</b>                                                | <b>\$5,120,847.00</b>  |
| <b>Change Order #001 ODP Deduction:</b>                                     | <b>(\$ 711,954.43)</b> |
| <b>Change Order #002 Relocation of Buyout to GC's &amp; Time Extension:</b> | <b>\$ 0.00</b>         |
| <b>Change Order #003 ODP Deduction:</b>                                     | <b>(\$ 430,485.78)</b> |
| <b>Change Order #004 Additional GC's &amp; Time Extension:</b>              | <b>\$ 96,394.07</b>    |
| <b>Revised GMP Contract Amount:</b>                                         | <b>\$ 4,077,800.86</b> |

**Wharton Smith Approval of Listed Deduction(s):**

  
\_\_\_\_\_  
**Authorized Signature**

  
\_\_\_\_\_  
**Date**



# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406

E-mail: [cramerc@cityofmoundora.com](mailto:cramerc@cityofmoundora.com)

October 19, 2022 – Revised December 20, 2022

To: Chet Cramer, Construction Project Manager  
City of Mount Dora-Construction Department  
510 N. Baker Street  
Mount Dora, FL 32757

From: Jeffery Williams, Project Executive  
Wharton Smith, Inc.  
750 Monroe Road  
Sanford, FL 32771

RE: **City of Mount Dora FS35 Purchase Order No.: 220052 Change Order Request #004**

Dear Chet,

Please accept this letter as a complete replacement to that one issued on October 19, 2022. In accordance with the contract requirements to the above referenced Project, this correspondence will serve as our formal request as the Construction Manager at Risk (CMAR) for additional funding of General Conditions in the amount of \$99,388.00 as well as additional time to complete the project, due to both the halt of the upcoming Fire Station #34/EOC Project, and various challenges that have caused delays to the project schedule which will be outlined below:

- Recovery from Hurricane Ian
- Recovery from Hurricane Nicole
- Dewater Challenges – Took longer to install lift station as retention pond water levels exceeded design assumptions
- Delays associated with the kitchen hood permit
- Challenges with establishing Comcast network service to the building
- Trane HVAC AHU-1 / AC-4 Mini-split and Control Delays
- Lift station power variance – change out pumps
- Addition of Condensing Unit for the Ice Maker
- Glass delivery delays due to material shortages of specified Low-E film
- Additional irrigation zone and Landscaping added during permitting process
- Headwall realignment to avoid power pole
- Shortages in concrete pavement material

#### Updated Milestones:

- Revised Substantial Completion Date: **Refer to Change Order #005**
- Revised Owner Move-In Date: **Refer to Change Order #005**



# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406

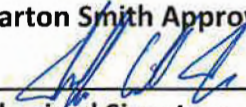
E-mail: [cramerc@cityofmoundora.com](mailto:cramerc@cityofmoundora.com)

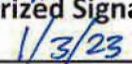
- Revised Final Completion Date: **Refer to Change Order #005**

**Total GMP Change = \$99,388.00**

|                                                                             |                        |
|-----------------------------------------------------------------------------|------------------------|
| <b>Fire Station #35 GMP:</b>                                                | <b>\$5,120,847.00</b>  |
| <b>Change Order #001 ODP Deduction:</b>                                     | <b>(\$ 711,954.43)</b> |
| <b>Change Order #002 Relocation of Buyout to GC's &amp; Time Extension:</b> | <b>\$ 0.00</b>         |
| <b>Change Order #003 ODP Deduction:</b>                                     | <b>(\$ 430,485.78)</b> |
| <b>Change Order #004 Additional GC's &amp; Time Extension:</b>              | <b>\$ 99,388.00</b>    |
| <b>Revised GMP Contract Amount:</b>                                         | <b>\$ 4,077,794.79</b> |

**Wharton Smith Approval of Listed Deduction(s):**

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Date

## Change Order #004 – Narrative

### Loss of Economy of Scales with the Cancellation of Fire Station No. 34/EOC thru October 26, 2022 (mentioned Change Order #002 Relocation of Buyout to GC's & Time Extension)

The City of Mount Dora Council meeting voted to cancel the Mount Dora Fire Station No. 34/EOC on the October 18, 2022, City Council Regular Session. Based on this cancellation the General Conditions established via an economy of scale of multiple projects being constructed with some overlap is not existing now. For consideration of this request:

- The Original GMP for Fire Station No. 35 provided for a clarification in Exhibit "H" Attachment 7 Assumptions and Clarifications, 1.0 General, Item 5 – "General Conditions cost are based up the forecasted start of Fire Station No. 34 on June 2022."
- The General Conditions Clarification was further modified via Change Order #002 which partially covered the \$54,966 request to \$35,000 with the understanding a Notice to Proceed on Fire Station No. 34/EOC.
- Economy of scales lost is calculated at \$19,966.

### Loss of Economy of Scales with the various challenges that caused delays to the project schedule October 27, 2022 thru December 23, 2022

- As listed above, there were various challenges that created delays to the project schedule. In correlation with the Notice of Material Delay email provided on June 17, 2022 as well as the initial Change Order #004, AHU-1 was delayed from the manufacturer with an estimated ship





date of January 4, 2023 solely due to an industry-wide shortage of main circuit boards. On November 30, 2022, the delayed AHU-1 was delivered to the jobsite. Similarly, the AC-4 ductless mini-split air handler was estimated to be shipped on October 13, 2022 but was delayed by the manufacturer due to material shortages and was not delivered to the jobsite until November 15, 2023.

- The Dewatering well point system for the lift station structure was installed on July 22, 2022. A holding cell / temporary pond was constructed at the back of site to relocate the water from the existing pond and allow for adequate drainage of the dewatering system, due to the retention pond water levels exceeding the design assumptions. This delayed the lift station from being set in place until August 23, 2022. Additionally, the specified power of the lift station pump motors (230V/3ph) shown on the contract drawings did not correspond with the power supplied from the building of 208V/3ph. This required alteration of the pump motors by the manufacturer for proper function of the lift station pumps.
- Hurricane Ian impacted Central Florida as a large and destructive category 4 hurricane. The project team spent the (2) two days prior to Ian's landfall prepping and safing the jobsite, before closing down the site from September 28, 2022 to September 30, 2022 due to unsafe conditions and state wide shelter-in-place orders. On November 9, 2022 Hurricane Nicole made landfall in Florida which required preparation and safing of the jobsite leading up to the storm followed by closure of the jobsite on November 9, 2022 through November 10, 2022.
- On October 14, 2022, the storefront subcontractor was notified by the manufacturer that the glazing for the storefront systems would not be shipping out on the anticipated date of October 14, 2022 due to material shortages on the film specified within the argon gas filled glass. A portion of the glazing order was delivered on October 20, 2022. The remainder of the glazing was delayed until November 1, 2022 due to the above mentioned film material shortages.
- Throughout the duration of the heavy-duty concrete driveway placement activities, the concrete supplier delayed the pour dates due to an industry-wide shortage of both concrete truck drivers and concrete aggregate. This pushed the completion of the concrete driveway later than originally scheduled.
- RFI 081 was submitted on November 2, 2022 regarding a missed Irrigation zone along the west perimeter of the pond. After further investigation, it appears that there were also additional oak trees that were placed at this location during the permitting process, which did not appear in the bid documents but was confirmed by ADG on November 21, 2022. RFI 091 was submitted on December 16, 2022 for additional clarification on the plant counts for the west side perimeter buffer, as there appeared to be a discrepancy with the count shown on the plant schedule. The Landscape Architect provided a corrected plant schedule count to clarify the count discrepancy.
- The Endwall structure DS-18 was designated on the drawings to be installed atop an existing power pole. This required additional field coordination to relocate the structure to the east and prevent conflict with the existing concrete pole.
- RFI 088 was submitted on December 2, 2022 regarding clarification on the ice maker condensing unit location, as this was required to be installed on the exterior of the building, but did not appear on any of the contract drawings.





# CITY OF MOUNT DORA

**Chet Cramer**  
**Construction Project Manager**  
 510 N. Baker Street  
 Mount Dora, FL 32767  
 Voice: 352-736-7176  
 Fax: 352-736-1406  
 E-mail: [cramerch@cityofmoundora.com](mailto:cramerch@cityofmoundora.com)

| General Conditions - Economics of Scales 10/27/22 thru 12/23/22 |                                       |      |      |              |                  |
|-----------------------------------------------------------------|---------------------------------------|------|------|--------------|------------------|
| LINE                                                            |                                       |      |      | UNIT         | TOTALS           |
| NO                                                              | DESCRIPTION                           | QTY  | UNIT | PRICE        |                  |
| 1                                                               | Project Executive                     | 0.74 | mo   | \$ 17,794.40 | \$ 13,141        |
| 2                                                               | Project Manager                       | 1.85 | mo   | \$ 9,734.40  | \$ 17,972        |
| 3                                                               | Superintendent                        | 1.85 | mo   | \$ 12,330.93 | \$ 22,765        |
| 4                                                               | Project Engineer                      | 1.85 | mo   | \$ 7,143.07  | \$ 13,188        |
| 5                                                               | Project Assistant                     | 0.00 | mo   | \$ -         | \$ -             |
| 6                                                               | Project Accountant                    | 0.14 | mo   | \$ 6,304.13  | \$ 873           |
| 7                                                               | Safety Engineer                       | 0.09 | mo   | \$ 8,134.53  | \$ 751           |
| 8                                                               | Scheduler                             | 0.02 | mo   | \$ 16,350.53 | \$ 378           |
| 9                                                               | Total Months of Staff                 | 6.53 | mo   |              | \$ -             |
| 10                                                              |                                       |      |      |              |                  |
| 11                                                              | <b>Project Staffing Support Costs</b> |      |      |              | \$ -             |
| 12                                                              | Vehicles                              | 6.53 | mo   | \$ 900.00    | \$ 5,878         |
| 13                                                              | Fuel                                  | 6.53 | mo   | \$ 500.00    | \$ 3,266         |
| 14                                                              | Phones                                | 6.53 | mo   | \$ 85.00     | \$ 556           |
| 15                                                              | Computers for Staff                   | 6.53 | mo   | \$ 100.00    | \$ 654           |
| 16                                                              |                                       |      |      |              |                  |
| 17                                                              | <b>Total</b>                          |      |      |              | <b>\$ 79,422</b> |

## Change Order Request #004 Summary

|                                                                 |           |               |
|-----------------------------------------------------------------|-----------|---------------|
| General Conditions - Economics of Scales 08/17/22 thru 10/26/22 | \$        | 19,966        |
| General Conditions - Economics of Scales 10/27/22 thru 12/23/21 | \$        | 79,422        |
| <b>Total</b>                                                    | <b>\$</b> | <b>99,388</b> |

Your consideration of this request is greatly appreciated. Please let us know if you have any questions.

Sincerely,

**Jeffery Williams**  
 Project Executive  
 Wharton-Smith, Inc.



**CITY OF  
MOUNT  
DORA**

**Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406**

**E-mail: [cramerc@cityofmoundora.com](mailto:cramerc@cityofmoundora.com)**

---

**CC: Merry Lovern, Executive Assistant to the City Manager  
Bert Fonseca, WSI  
Duncan Graham, WSI**



# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406  
E-mail: [cramerch@cityofmountdora.com](mailto:cramerch@cityofmountdora.com)

October 24, 2022

To: Chet Cramer, Construction Project Manager  
City of Mount Dora-Construction Department  
510 N. Baker Street  
Mount Dora, FL 32757

From: Jeffery Williams, Project Executive  
Wharton Smith, Inc.  
750 Monroe Road  
Sanford, FL 32771

RE: City of Mount Dora FS35 Purchase Order No.: 220052 Change Order Request #004

In accordance with the contract requirements to the above referenced Project, this correspondence will serve as our formal request as the Construction Manager at Risk (CMAR) for additional funding of General Conditions in the amount of \$113,055 as well as additional time in the amount of (77) seventy-seven calendar days to complete the project, due to:

1. Lost of economy of scales lost with the cancelation of the Fire Station #34/EOC Project,
2. Continued supply chain issues associated with Air Handling Unit – 1, and
3. Unforeseen delays to the project schedule associated with Civil modifications outlined below.

**Updated Milestones:**

- Revised Substantial Completion Date: **December 16, 2022**
- Revised Owner Move-In Date: **January 4, 2023**
- Revised Final Completion Date: **March 3, 2023**

**Total GMP Change = \$113,055.00**

|                                                                  |    |              |
|------------------------------------------------------------------|----|--------------|
| Fire Station #35 GMP:                                            | \$ | 5,120,847.00 |
| Change Order #001 ODP Deduction:                                 | \$ | (711,954.43) |
| Change Order #002 Relocation of Buyout to GC's & Time Extension: | \$ | -            |
| Change Order #003 ODP Deduction:                                 | \$ | (430,485.78) |
| Change Order #004 Additional GC's & Time Extension:              | \$ | 113,055.00   |

**Revised GMP Contract Amount:** \$ **4,091,461.79**





**Wharton Smith Approval of Listed Deduction(s):**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

**Change Order # 004 – Narrative**

**Lost of Economy of Scales with the cancellation of Fire Station No. 34/EOC thru October 26, 2022**  
**(mentioned Change Order #002 Relocation of Buyout to GC's & Time Extension)**

The City of Mount Dora Council meeting voted to cancel the Mount Dora Fire Station No. 34 / EOC on the October 18, 2022, City Council Regular Session. Based on this cancellation the General Conditions established via an economy of scale of multiple projects being constructed with some overlap is not existing now. For consideration of this request:

- The Original GMP for Fire Station No. 35 provided for a clarification in Exhibit "H" Attachment 7 Assumptions and Clarifications, 1.0 General, Item 5 – "General Conditions cost are based up the forecasted start of Fire Station No. 34 on June 2022."
- The General Conditions Clarification was further modified via Change Order #002 which partially covered the \$54,966 request to \$35,000 with the understanding a Notice to Proceed on Fire Station No. 34/EOC.
- Economy of scales lost is calculated at \$19,966.

**Timeline of ROW Delays:**

On June 30, 2022, Wharton Smith (WSI) submitted RFI #050 regarding conflicts with required clearances between the existing underground utility lines and the locations of the proposed stormwater pipes that were to be installed in the Right-of-Way (ROW).

On July 5, 2022, a proposed revision was provided by the Civil EOR to relocate the existing underground water main line to provide the required clearance for the stormwater pipe to be installed as shown in the Contract Documents. WSI reviewed and investigated the proposed solution in the field. WSI provided an additional response to the Owner and Design Team requesting additional information to accurately price the potential implementation of the proposed solution from the Civil EOR.





A virtual meeting was conducted on July 14, 2022, between AVCON, the City of Mount Dora Utility Department and WSI to discuss all requirements of the proposed changes. Following the virtual meeting, on July 21, 2022, the City of Mount Dora Utilities requested a sketch of the proposed solution to relocate the existing water main in the ROW, to investigate alternate options.

WSI continued to discuss with the Utility Department to explore alternate options that would be less cost impactful to the City of Mount Dora. WSI proposed an alternate solution to relocate the stormwater pipe closer to the existing County Road (CR) 19A to provide adequate clearance between the stormwater pipe and existing utility lines in the ROW (approx. 1-2 feet per directive from the City of Mount Dora Utility Department) to prevent relocating the existing water main line.

AVCON performed a site visit on July 28, 2022, to investigate and confirm the feasibility of the proposed solutions in the ROW. A formal response to RFI #050 was provided along with revised drawings on August 1, 2022, with the directive to relocate the stormwater pipe closer to CR 19A in the ROW.

This response noted that a smaller portion of the utility lines would still need to be relocated at M.E.S DS-9 in order to accommodate the elevation of this structure that had been set at the direction of Lake County Engineering. The City of Mount Dora requested to seek out alternate options at M.E.S DS-9 location to prevent taking on additional costs and risk that would be associated with relocating the existing utility lines in the ROW.

On August 4, 2022, WSI submitted RFI #062 regarding the DS-9 structure, in follow up to the previous discussions with the City of Mount Dora and AOR. On August 18, 2022, the Civil EOR provided a response with the proposed solution of reducing the concrete pipe at this location to a smaller size and changing the M.E.S to a Type C DBI structure which would prevent the costly relocation of the existing water main while still providing the City/County with the desired tie-in structure at the ROW. WSI investigated the lead times and cost associated with this change and determined that procuring a precast structure would not align with the projects overall schedule.

The WSI contacted the City of Mount Dora and the Civil EOR on August 25, 2022, requesting the ability to pour this structure in place, in lieu of procuring a precast structure. All parties deemed this option acceptable, and the Civil EOR forwarded the request to Lake County on August 26, 2022, for their acceptance/approval prior to proceeding with any pricing or implementation of this additional work. The Civil EOR received an initial response requiring follow up discussions on September 9, 2022. Lake County provided final approval via email response on September 12, 2022.





To date, WSI has completed all remaining site work within the ROW, including the tie-in of the building utilities to the respective water, fire and force main lines and installation of all other stormwater pipes in the ROW, minus the 44LF section of the pond overflow stormwater pipe to the DS-9 structure that received the change in design to the smaller sized pipe.

**Timeline of Air Handling Unit 1 Delays:**

On June 15, 2022 (as previously documented in a notice of material delay dated June 16, 2022), WSI informed that the specified Trane AHU-1 material was not estimated to be shipped from the manufacturer (Trane) until November 3, 2022, due to an industry wide shortage of main circuit boards. On July 29, 2022, WSI was notified by the Trane that the estimated ship date had again been delayed further until January 4, 2023.

As was previously noted during initial notification discussions of the material delays from Trane, communication continues with the manufacturer (Trane) in our best efforts to improve the above-mentioned estimated ship date. To date, WSI has acquired and installed a temporary AHU to provide the building with temporary conditioned air permitting the remainder of the work to progress.

We are dedicated to creating a positive project outcome for the City of Mt. Dora and its Citizens and will continue to provide updates on these above-mentioned matters as they are discovered.

As a result, we are requesting the stated (55) fifty-five calendar days time extension to the project schedule to reflect a revised Exhibit "H" Attachment 9 – Project Milestones as follows:

| Item | Milestone                     | Original Milestone | Revised Milestone |
|------|-------------------------------|--------------------|-------------------|
| 1    | Substantial Completion / TCO* | October 26, 2022   | December 16, 2022 |
| 2    | Owner Move-In                 | November 14, 2022  | January 4, 2023   |
| 3    | Final Completion / CO*        | December 21, 2022  | March 3, 2023     |

TCO – Temporary Certificate of Occupancy issued by the City of Mount Dora Building Department.

CO - Certificate of Occupancy issued by the City of Mount Dora Building Department.

Revised Exhibit "H", Attachment 10 – Project Schedule Mount Dora Fire Station #35 Project Schedule – 10/24/2022, is attached which prescribes the revisions to the sequence and dates for the TCO and CO.





**General Conditions associated with the ROW Impacts and Efficiency Lost due to cancellation of FS 34/EOC from October 26 thru March 3, 2023  
 (No time is included for the period between December 17, 2022, thru January 30, 2023):**

| LINE NO | DESCRIPTION                    | QTY  | UNIT | UNIT PRICE   | TOTALS    |
|---------|--------------------------------|------|------|--------------|-----------|
| 1       | Project Executive              | 0.65 | mo   | \$ 17,794.40 | \$ 11,498 |
| 2       | Project Manager                | 2.54 | mo   | \$ 9,734.40  | \$ 24,711 |
| 3       | Superintendent                 | 2.54 | mo   | \$ 12,330.93 | \$ 31,302 |
| 4       | Project Engineer               | 1.62 | mo   | \$ 7,143.07  | \$ 11,539 |
| 5       | Project Assistant              | 0.00 | mo   | \$ -         | \$ -      |
| 6       | Project Accountant             | 0.14 | mo   | \$ 6,304.13  | \$ 873    |
| 7       | Safety Engineer                | 0.09 | mo   | \$ 8,134.53  | \$ 751    |
| 8       | Scheduler                      | 0.02 | mo   | \$ 16,350.53 | \$ 378    |
| 9       | Total Months of Staff          | 7.59 | mo   |              | \$ -      |
| 10      |                                |      |      |              |           |
| 11      | Project Staffing Support Costs |      |      |              | \$ -      |
| 12      | Vehicles                       | 7.59 | mo   | \$ 900.00    | \$ 6,834  |
| 13      | Fuel                           | 7.59 | mo   | \$ 500.00    | \$ 3,797  |
| 14      | Phones                         | 7.59 | mo   | \$ 85.00     | \$ 646    |
| 15      | Computers for Staff            | 7.59 | mo   | \$ 100.00    | \$ 760    |
| 16      |                                |      |      |              |           |
| 17      | Total                          |      |      |              | \$ 93,089 |

**Change Order # 004 Summary:**

|                                                                                                      |                      |
|------------------------------------------------------------------------------------------------------|----------------------|
| Efficiency Lost due to cancellation of FS 34/EOC thru October 26, 2022 (mentioned in CO 2)           | \$ 19,966.00         |
| ROW Impacts and Efficiency Lost due to cancellation of FS 34/EOC October 26, 2023 thru March 3, 2023 | \$ 93,089.00         |
| <b>Change Order #004 Amount</b>                                                                      | <b>\$ 113,055.00</b> |



**CITY OF  
MOUNT  
DORA**

**Chet Cramer**  
**Construction Project Manager**  
**510 N. Baker Street**  
**Mount Dora, FL 32757**  
**Voice: 352-735-7176**  
**Fax: 352-735-1406**  
**E-mail: [cramerch@cityofmoundora.com](mailto:cramerch@cityofmoundora.com)**

Your consideration of this request is greatly appreciated. Please let us know if you have any questions.

Sincerely,

**Jeffery Williams**  
**Project Executive**  
**Wharton-Smith, Inc.**

**CC: Merry Lovern, Executive Assistant to the City Manager**  
**Bert Fonseca, WSI**  
**Duncan Graham, WSI**

**Enclosed:**  
**Mount Dora Fire Station #35 Project Schedule – 10/24/2022**  
**RFI No. 50 and 62**  
**Email: MDFS #35 – AHU-1 Delays dated August 1, 2022.**

# Mount Dora Fire Station #35

# Trane Email Correspondence

## Duncan Graham

---

**From:** Greig, Greg <Greg.Greig@tranetechnologies.com>  
**Sent:** Monday, August 1, 2022 11:11 AM  
**To:** Duncan Graham; Proudfit, Randy  
**Cc:** Taurasi, Tommy; Jeffery Williams; Jason Anderson  
**Subject:** RE: MDFS #35 - AHU-1 Delays

Good Morning,

Unfortunately, it has been pushed to that date. We are doing everything we can to stay on top of the factory to improve this date.

Thanks,  
Greg

**Gregory W. Greig II, CSSYB**

Office: 407-551-1102

Mobile: 407-717-6508

---

**From:** Duncan Graham <dgraham@whartonsmith.com>  
**Sent:** Monday, August 1, 2022 7:10 AM  
**To:** Greig, Greg <Greg.Greig@tranetechnologies.com>; Proudfit, Randy <RPROUDFIT@TRANE.COM>  
**Cc:** Taurasi, Tommy <Tommy.Taurasi@trane.com>; Jeffery Williams <jwilliams@whartonsmith.com>; Jason Anderson <janderson@whartonsmith.com>  
**Subject:** MDFS #35 - AHU-1 Delays  
**Importance:** High

**Alert: This is an external email.**

Greg,

Good morning. Our HVAC sub received the following email notification from their Trane contact on Friday:

*We received a reschedule notification below on the AHU -1, new estimated ship date is 1/4/2023.*

Is there any way this date can be improved upon? We have approved pricing and temporary conditioning implemented until November, which was determined from the initial ship date you all had provided to us. If adjustments need to be made, we need to get conversations started now. Any insight on this is greatly appreciated.

Thanks,

**Duncan Graham | Assistant Project Manager**

**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

**750 Monroe Road, Sanford, FL, 32771**

**Office: (407) 321-8410 ext. 3844**

Cell: (407) 432-6492

---

**From:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>

**Sent:** Thursday, July 21, 2022 4:08 PM

**To:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>

**Cc:** Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** RE: MDFS #35 - AHU Info

Duncan,

The 2-ton AH should be heading your way tomorrow or Monday.

Thanks,

Greg

**Gregory W. Greig II, CSSYB**

Office: 407-551-1102

Mobile: 407-717-6508

---

**From:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>

**Sent:** Thursday, July 21, 2022 1:56 PM

**To:** Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>; Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>

**Cc:** Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** Re: MDFS #35 - AHU Info

**Alert: This is an external email.**

Can we lock in Delivery for next Wednesday 07/27? Also, what size supply and return duct will be provided with it?

**Duncan Graham | Assistant Project Manager**

**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 ext. 3844

Cell: (407) 432-6492

---

**From:** Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>

**Sent:** Thursday, July 21, 2022 9:59:10 AM

**To:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>

**Cc:** Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** RE: MDFS #35 - AHU Info

Still good for the temp unit on Monday right?

**Jeremy T. Sockwell | Trane Commercial Systems | +1.407.506.4184**



---

**From:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>  
**Sent:** Thursday, July 21, 2022 9:58 AM  
**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>  
**Cc:** Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>  
**Subject:** RE: MDFS #35 - AHU Info

**Alert: This is an external email.**

Greg,

See attached for AHU schedule and give me a call when you have an update on these units. We have CU-2 on site, but are missing the remaining AHU-1, CU-1 and AHU-2.

Thanks,

**Duncan Graham | Assistant Project Manager**  
**Wharton-Smith, Inc. | Construction Group of Choice |** [www.whartonsmith.com](http://www.whartonsmith.com)

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 ext. 3844

Cell: (407) 432-6492

---

**From:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>  
**Sent:** Thursday, July 21, 2022 7:23 AM  
**To:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>  
**Cc:** Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>  
**Subject:** RE: MDFS #35 - AHU Info

Duncan,

I apologize, I was on calls just about the entire day yesterday. I followed up last night, it looks like there was an inventory error. I am searching for comparable units we can do that would be available.

Thanks,

Greg

**Gregory W. Greig II, CSSYB**

Office: 407-551-1102

Mobile: 407-717-6508

---

**From:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>  
**Sent:** Wednesday, July 20, 2022 10:27 AM  
**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>  
**Cc:** Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>  
**Subject:** RE: MDFS #35 - AHU Info

**Alert: This is an external email.**



Greg,

Good morning. Last time we spoke, you mentioned that AHU-2 has shipped. Is there a tracking number or shipping update you can provide so we can make the proper accommodations on site in preparation for it's arrival?

Thanks,

**Duncan Graham | Assistant Project Manager**

**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

**750 Monroe Road, Sanford, FL, 32771**

**Office: (407) 321-8410 ext. 3844**

**Cell: (407) 432-6492**

---

**From:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>

**Sent:** Friday, July 1, 2022 1:24 PM

**To:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>

**Cc:** Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** RE: MDFS #35 - AHU Info

Good Afternoon,

AHU-2 is shipping on Tuesday.

Thanks,

Greg

**Gregory W. Greig II, CSSYB**

**Office: 407-551-1102**

**Mobile: 407-717-6508**

---

**From:** Greig, Greg

**Sent:** Friday, July 1, 2022 8:42 AM

**To:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>

**Cc:** Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** RE: MDFS #35 - AHU Info

Duncan,

I sent the factory another message on if it shipped, I know they are short staffed most of this week. I checked local stock and there are plenty in Florida, so I can always switch it to that and delivers within 2 business days.

Thanks,

Greg

**Gregory W. Greig II, CSSYB**

**Office: 407-551-1102**

**Mobile: 407-717-6508**

---

**From:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>

**Sent:** Friday, July 1, 2022 8:17 AM

**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>  
**Cc:** Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>  
**Subject:** RE: MDFS #35 - AHU Info

**Alert: This is an external email.**

Greg,

I'm working to get approval on this alternate CU today. I don't think we ever confirmed that AHU-2 did in fact ship out on 06/27/22. Can you confirm this is the case?

Thanks,

**Duncan Graham | Project Engineer**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 ext. 3844

Cell: (407) 432-6492

---

**From:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>  
**Sent:** Thursday, June 30, 2022 11:42 AM  
**To:** Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>; Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>  
**Cc:** Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>  
**Subject:** RE: MDFS #35 - AHU Info

Duncan,

Submittal attached, please review and sign as we are changing to a 14 SEER. As of right now, we have this CU reserved so nobody can take it.

Thanks,  
Greg

**Gregory W. Greig II, CSSYB**  
Office: 407-551-1102  
Mobile: 407-717-6508

---

**From:** Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>  
**Sent:** Thursday, June 30, 2022 10:52 AM  
**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>  
**Cc:** Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>  
**Subject:** RE: MDFS #35 - AHU Info

Greg...please have a submittal sent for it

---

**From:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>  
**Sent:** Thursday, June 30, 2022 10:51 AM

**To:** Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>; Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>  
**Cc:** Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>  
**Subject:** RE: MDFS #35 - AHU Info

Duncan,

I found an alternate unit (CU-2), it should ship mid next week.

Thanks,  
Greg

**Gregory W. Greig II, CSSYB**

Office: 407-551-1102

Mobile: 407-717-6508

---

**From:** Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>  
**Sent:** Thursday, June 30, 2022 10:46 AM  
**To:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Sockwell, Jeremy <[Jeremy.Sockwell@trane.com](mailto:Jeremy.Sockwell@trane.com)>  
**Cc:** Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>  
**Subject:** RE: MDFS #35 - AHU Info

Copying Jeremy Sockwell

You can work with him to get a price for a rental unit

---

**From:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>  
**Sent:** Thursday, June 30, 2022 7:39 AM  
**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>  
**Cc:** Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>  
**Subject:** RE: MDFS #35 - AHU Info

**Alert: This is an external email.**

Thanks Greg, let us know what you find out. Also, for AHU-1 that is not due in until November, would it be possible for you to explore the option of getting a temporary A/C rental unit to condition that units portion of the building?

Thanks,

**Duncan Graham | Project Engineer**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

750 Monroe Road, Sanford, FL, 32771  
Office: (407) 321-8410 ext. 3844  
Cell: (407) 432-6492

---

**From:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>  
**Sent:** Wednesday, June 29, 2022 4:58 PM  
**To:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>  
**Cc:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>; Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy

<[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** Re: MDFS #35 - AHU Info

Duncan,

I am currently searching for comparable units, I'll have an update in the morning.

Gregory W. Greig II  
Project Manager Team Leader  
Central & North Florida

Trane Technologies

Mobile: 407.717.6508

---

**From:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>

**Sent:** Wednesday, June 29, 2022 4:55:23 PM

**To:** Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>; Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>

**Cc:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>; Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** Re: MDFS #35 - AHU Info

**Alert: This is an external email.**

Greg,

Can you confirm if this would be a possibility? Are there similar units that are easier to get a hold?

Thanks,

**Duncan Graham | Project Engineer**  
**Wharton-Smith, Inc. | Construction Group of Choice** | [www.whartonsmith.com](http://www.whartonsmith.com)

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 ext. 3844

Cell: (407) 432-6492

---

**From:** Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>

**Sent:** Tuesday, June 28, 2022 4:21:47 PM

**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>

**Cc:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>; Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** RE: MDFS #35 - AHU Info

Greg....can we look at substituting the "requested" CU-2 to a 14 SEER or something that is close?

---

**From:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>

**Sent:** Tuesday, June 28, 2022 4:10 PM

**To:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>



**Cc:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>; Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** RE: MDFS #35 - AHU Info

You're Welcome! I already requested the tracking info, my side can be a day behind the factory

Thanks,  
Greg

**Gregory W. Greig II, CSSYB**

Office: 407-551-1102

Mobile: 407-717-6508

---

**From:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>

**Sent:** Tuesday, June 28, 2022 4:09 PM

**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>

**Cc:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>; Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** RE: MDFS #35 - AHU Info

**Alert: This is an external email.**

Greg,

Thanks for keeping us in the loop. Based off the dates you provided, it appears that AHU-2 should have shipped yesterday (06/27/22). Is there a way to confirm if this has actually shipped out?

Thanks,

**Duncan Graham | Project Engineer**

**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 ext. 3844

Cell: (407) 432-6492

---

**From:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>

**Sent:** Tuesday, June 28, 2022 3:58 PM

**To:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>

**Cc:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>; Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>; Taurasi, Tommy <[Tommy.Taurasi@trane.com](mailto:Tommy.Taurasi@trane.com)>

**Subject:** RE: MDFS #35 - AHU Info

Duncan,

Unfortunately, no improvement yet. We are experiencing supply chain issues that is extending our lead times. We are going to have weekly calls to see if there has been any improvement and what they are doing to improve.

AHU-1: Trane CSAA010UA – **ESD 11/11/22**

CU-1: 12.5 Ton TTA15043DAA\*\*AS – **8/26/22**

AHU-2: Trane TEM4A0B24 – ESD 6/27/22

CU-2: Trane 4TTR3024 – Requested

Thanks,  
Greg

**Gregory W. Greig II, CSSYB**

Office: 407-551-1102

Mobile: 407-717-6508

---

**From:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>

**Sent:** Tuesday, June 28, 2022 3:13 PM

**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>

**Cc:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>; Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>

**Subject:** RE: MDFS #35 - AHU Info

Alert: This is an external email.

Greg,

Were you able to get any updates?

Thanks,

**Duncan Graham | Project Engineer**

**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 ext. 3844

Cell: (407) 432-6492

---

**From:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>

**Sent:** Thursday, June 23, 2022 9:13 AM

**To:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>

**Cc:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>; Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>

**Subject:** RE: MDFS #35 - AHU Info

Good Morning,

I have a follow up call this afternoon, I will send you an e-mail as soon as I finish.

Thanks,  
Greg

**Gregory W. Greig II, CSSYB**

Office: 407-551-1102

Mobile: 407-717-6508

---

**From:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>

**Sent:** Wednesday, June 22, 2022 5:36 PM



**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>  
**Cc:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>; Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>  
**Subject:** Re: MDFS #35 - AHU Info

**Alert: This is an external email.**

Greg,

Good afternoon. Any updates on the status of the AHUs?

Thanks,

**Duncan Graham | Project Engineer**  
**Wharton-Smith, Inc. | Construction Group of Choice |** [www.whartonsmith.com](http://www.whartonsmith.com)

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 ext. 3844

Cell: (407) 432-6492

---

**From:** Duncan Graham  
**Sent:** Wednesday, June 15, 2022 11:24:54 AM  
**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>; Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>  
**Cc:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>  
**Subject:** RE: MDFS #35 - AHU Info

Greg,

That would be greatly appreciated. Just to give you a timeline -- based on the 16 week lead time we were originally given, our scheduled date for availability of conditioned air for this project is on or around 07/28/22; as (to our knowledge) this order should have been released into production sometime on or around 03/04/22.

Feel free to give me a call for any additional information.

Thanks,

**Duncan Graham | Project Engineer**  
**Wharton-Smith, Inc. | Construction Group of Choice |** [www.whartonsmith.com](http://www.whartonsmith.com)

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 ext. 3844

Cell: (407) 432-6492

---

**From:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>  
**Sent:** Wednesday, June 15, 2022 11:16 AM  
**To:** Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>  
**Cc:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>  
**Subject:** RE: MDFS #35 - AHU Info

Good Morning,

I will take a look and speak with the factories to see if there is anything we can do.

Thanks,  
Greg

**Gregory W. Greig II, CSSYB**

Office: 407-551-1102

Mobile: 407-717-6508

---

**From:** Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>

**Sent:** Wednesday, June 15, 2022 10:59 AM

**To:** Greig, Greg <[Greg.Greig@tranetechnologies.com](mailto:Greg.Greig@tranetechnologies.com)>

**Cc:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>; James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>

**Subject:** RE: MDFS #35 - AHU Info

Greg

This is for Mt Dora Fire Station

Can you look into this and let Duncan know where the unit is and if there are options to expedite

**Randy Proudfit**

Account Manager – Team Leader, Orlando

Florida Region

Commercial HVAC Americas

2301 Lucien Way, Suite 430

Maitland, FL 32751

+1 407 468 4259 Cell

---

**From:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>

**Sent:** Wednesday, June 15, 2022 10:28 AM

**To:** Proudfit, Randy <[RPROUDFIT@TRANE.COM](mailto:RPROUDFIT@TRANE.COM)>

**Cc:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>

**Subject:** FW: MDFS #35 - AHU Info

**Alert: This is an external email.**

Randy – Can you please look into this and contact Bert Fonseca for some solutions dialogue on this project. The new dates are detrimental to the project opening date.

Bert Fonseca | Area Manager, Central Florida – Commercial Mobile: [\(407\) 675-7566](tel:(407)675-7566)

Project Name: City of Mount Dora Fire Station #35 (Lake County)

HVAC Subcontractor: Holiday Ent. Heating, & Air

Project Engineer: SGM Engineering

Respectfully,

**James R. Manyette | Senior Preconstruction Services Manager**

**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

750 Monroe Road, Sanford, FL 32771

Office: (407) 321-8410 x3663 | Cell: (407) 810-9590

**From:** Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>  
**Sent:** Wednesday, June 15, 2022 10:17 AM  
**To:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>  
**Subject:** Fwd: MDFS #35 - AHU Info

**Bert Fonseca | Area Manager, Central Florida - Commercial**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

[750 Monroe Road, Sanford, FL, 32771](#)  
Office: [\(407\) 321-8410](tel:(407)321-8410) | Mobile: [\(407\) 675-7566](tel:(407)675-7566)  
Sent from my iPhone

Begin forwarded message:

**From:** Duncan Graham <[dgraham@whartonsmith.com](mailto:dgraham@whartonsmith.com)>  
**Date:** June 15, 2022 at 9:40:10 AM EDT  
**To:** Bert Fonseca <[bfonseca@whartonsmith.com](mailto:bfonseca@whartonsmith.com)>  
**Cc:** Jeffery Williams <[jwilliams@whartonsmith.com](mailto:jwilliams@whartonsmith.com)>, Jason Anderson <[janderson@whartonsmith.com](mailto:janderson@whartonsmith.com)>  
**Subject:** MDFS #35 - AHU Info

Bert,

As discussed during our phone call, the estimated ship date on the Trane AHU-1 and AHU-2 is 11/03.  
Here is this info on the Trane unit models:

AHU-1: Trane CSAA010UA  
CU-1: 12.5 Ton TTA15043DAA\*\*AS010000000000000000000000

AHU-2: Trane TEM4A0B24  
CU-2: Trane 4TTR3024

Our current schedule shows a conditioned air milestone of 07/28/22. Let me know if you need any additional info.

Thanks,

**Duncan Graham | Project Engineer**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

[750 Monroe Road, Sanford, FL, 32771](#)  
Office: (407) 321-8410 ext. 3844  
Cell: (407) 432-6492

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# Mount Dora Fire Station #35

## RFI 050



## REQUEST FOR INFORMATION

|            |                                        |              |              |
|------------|----------------------------------------|--------------|--------------|
| Date:      | 06/30/2022                             | RFI #:       | 050          |
| To:        | ADG ARCHITECTURE, LLC                  | Required by: | 07/07/2022   |
| Attention: | Hector Caraballo                       | Phone:       | 407-647-1706 |
| Project:   | City of Mount Dora FS 95               | Project #:   | 21-147       |
| By:        | John Shaw, Project Engineer Technician |              |              |

|          |              |
|----------|--------------|
| Subject: | ROW Conflict |
| Ref:     | C-901A       |

### Information Request / Description:

Per previous discussions between AVCON / WSI / ADG and COMD there are conflicts between the existing utilities and the locations of storm water pipe to be installed in the ROW. Please reference the attached mark-up and advise how we are to proceed with the work in the ROW.

### Suggestion:

### Dialog/Attachment:

- RFI 050 - ROW Markup



### Stormwater Pond Outfall Pipe

The existing force main and water main located in the right-of-way, as they currently exist, are in direct conflict with the proposed 24" storm pipe that serves as the outfall conveyance for the stormwater ponds. The 24" storm pipe was designed so that the end of the pipe that has a M.E.S. (DS-9) proposed to be constructed with the FS35 improvements would be constructed in a location that it could easily connected to a future structure (S-200) that is proposed on the Lake County Eudora roundabout road improvements. This was a condition of approval from Lake County. The future structure (S-200), according to the plans provided by Lake County, is proposed to be constructed with a top elevation of 82.27' and a south invert elevation of 77.27'.

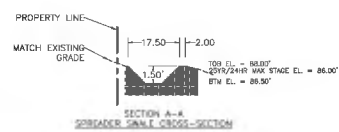
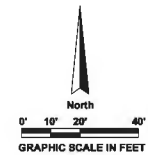
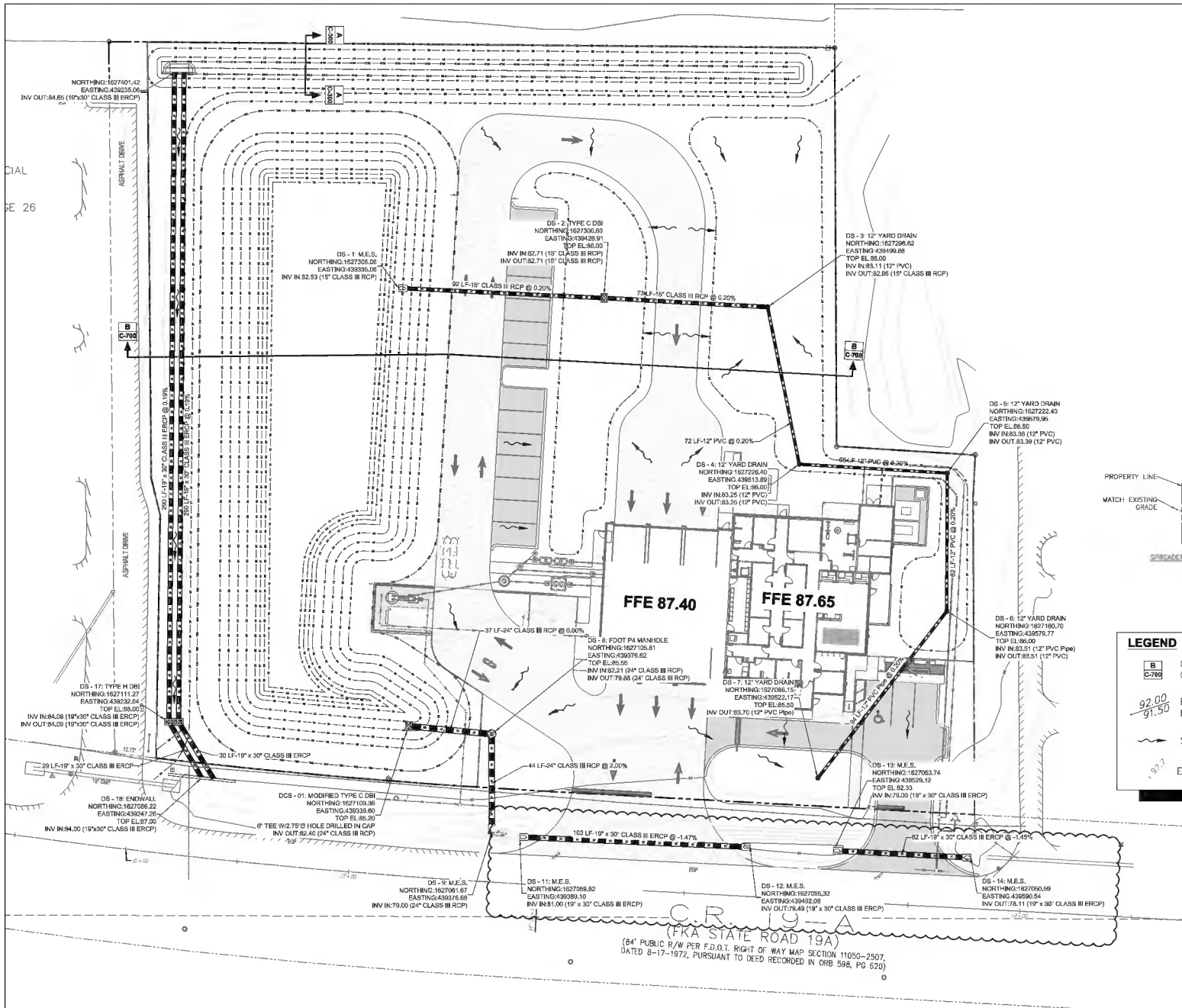
Discussions held at the OAC meeting between AVOCN and Wharton Smith indicated that we would look at raising the storm pipe up to avoid the conflict with the force main and water main. Based on the information collected from the Lake County roadway improvements, revising the storm pipe's elevation is not a feasible solution to avoiding the conflicts.

Another solution was to evaluate the possibility to relocate the outfall structure (DCS-01) to the west side of the pond and connect the outfall pipe into structure DS-17. This option is not a feasible solution because the elevations of the pipes that connect into structure DS-17 are 2' higher than the elevation of the pipe that is connected to DSC-01.

The only real feasible solution to solve the utility conflict issue is to relocate both the force main and water main below the storm pipe. There shall be at least 12" of separation between the utilities and the storm pipe. Please refer to the attached cross-section for a graphical representation of the resolution to the conflict.

### Driveway Culverts

As discussed at the OAC meeting, the proposed 19" x 30" storm pipes that traverse both driveway connections conflict with the existing water main located in the ROW. The two (2) 19" x 30" driveway culverts, located beneath each driveway apron, are to be shifted to the south (approximately 1-2') to create a horizontal separation distance of at least 1-foot.



**LEGEND**

|  |                          |
|--|--------------------------|
|  | CROSS-SEC DETAIL ID      |
|  | CROSS-SEC LOCATION SHEET |
|  | FINISHED ELEVATION       |
|  | M.E.G. = MATCH EX. GRADE |
|  | STORMWATER FLOW ARROW    |
|  | EXISTING SPOT GRADE      |

**AVCON**  
AVCON, Inc.  
430 W. New York Ave.  
Deland, FL 32720  
FBPE Lic: CA5057

CALL 48 HOURS BEFORE YOU DIG ITS THE LAW! 1-800-454-7479  
BUILDING STATE'S ORIGINAL OF FLORIDA, INC.

**Architects Design Group**  
Architects and Planners  
J.K. Roberts V. F.A.I.A.  
W.A. Roberts V. F.A.I.A.  
Susan Galt, A.I.A., LEED-AP  
333 N. Krome Ave.  
Winter Park, Florida 32789  
P (407) 847-1706  
Corporate Registration Number: A000000000

In Association With:  
**Wharton-Smith, Inc.**  
CONSTRUCTION GROUP  
750 Monroe Road  
Sarasota, FL 35777  
P (941) 551-5410

**Professional Engineer**  
No. 70599  
STATE OF FLORIDA  
MICHAEL KERRIE P.E.  
P.E. #00000000000000000000

**CITY OF MT. DORA FIRE STATION #35**

**CITY OF MT. DORA**

**PERMIT DOCUMENTS**

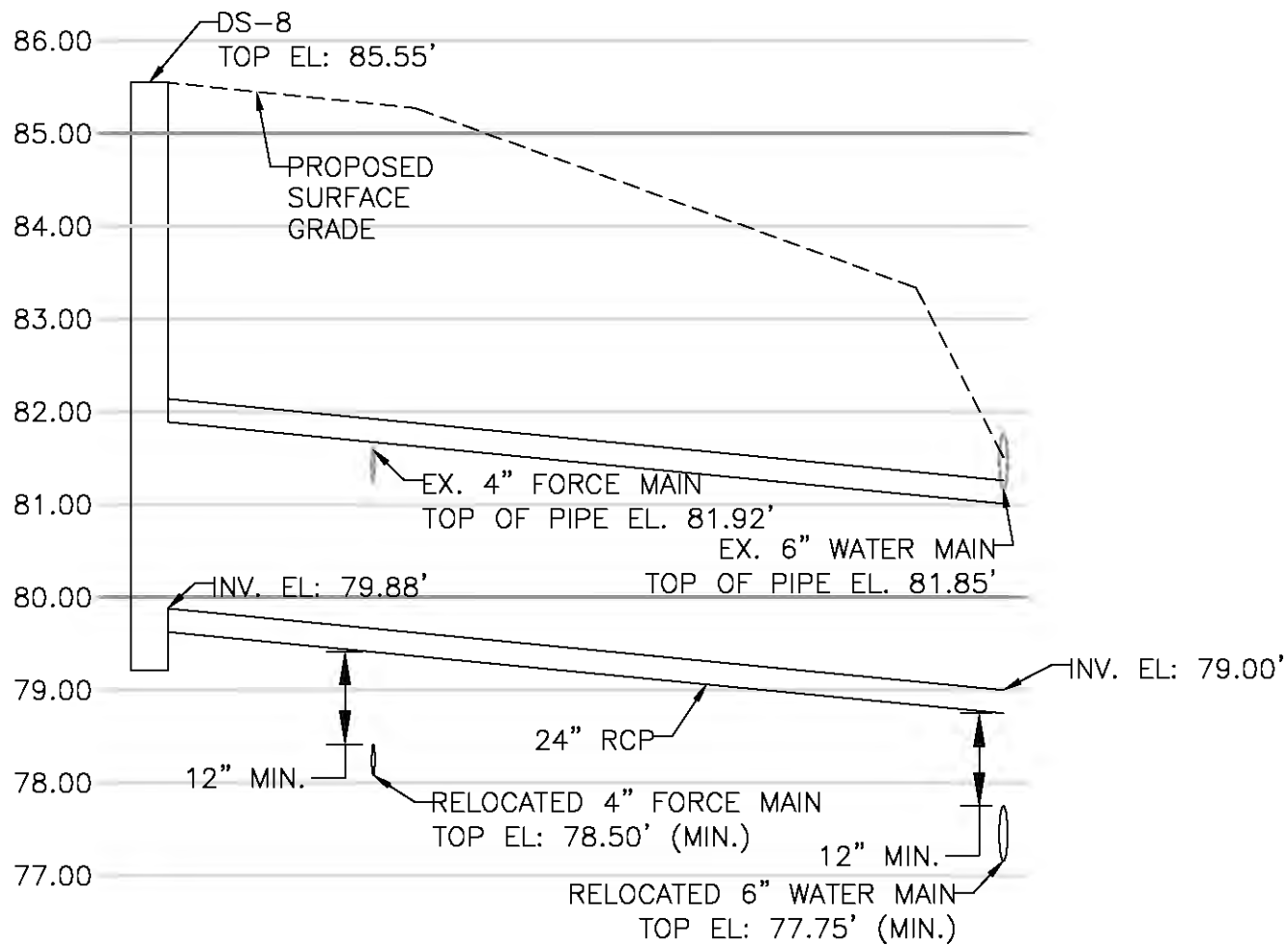
The architect hereby expressly reserves his common law copyright and other property rights in these drawings. These drawings shall not be reproduced without written permission and consent of the architect, nor are they to be assigned to any party without first obtaining written permission and consent.

• revisions/addenda  
• sheet title

**DRAINAGE PLAN**

• scale: 1" = 40'  
• drawn: MZ  
• checked: MK  
• approved: MK  
• date: 10/18/2021

• project #:  
• sheet number:  
**2020.0156.02**  
**C-301A**



### RFI #50 - OUTFALL PIPE CROSS-SECTION

N.T.S.

# Mount Dora Fire Station #35

## RFI 062



## REQUEST FOR INFORMATION

|                   |                           |                     |              |
|-------------------|---------------------------|---------------------|--------------|
| <b>Date:</b>      | 08/04/2022                | <b>RFI #:</b>       | 062          |
| <b>To:</b>        | ADG ARCHITECTURE, LLC     | <b>Required by:</b> | 08/11/2022   |
| <b>Attention:</b> | Hector Caraballo          | <b>Phone:</b>       | 407-647-1706 |
| <b>Project:</b>   | City of Mount Dora FS 35  | <b>Project #:</b>   | 21-147       |
| <b>By:</b>        | John Shaw, Field Engineer |                     |              |

|                 |                        |
|-----------------|------------------------|
| <b>Subject:</b> | DS-9 ROW RCP Follow Up |
| <b>Ref:</b>     | C-301A                 |

### Information Request / Description:

In follow up to the RFI 050 response, a meeting was held on site between WSI, the site contractor, and the City of Mount Dora Utilities, to discuss concerns related to the relocation of the existing utility lines in the ROW at DS-9. To mitigate cost impact and risk of relocating the existing utility lines, it was proposed to change the 24" RCP pipe to either 19' x 30" ERCP or 18" RCP to provide adequate clearance between the new storm water line and existing utilities, and prevent having to reroute any existing lines. Please see the attached sketch with proposed solutions and advise.

### Suggestion:

### DialogAttachment:

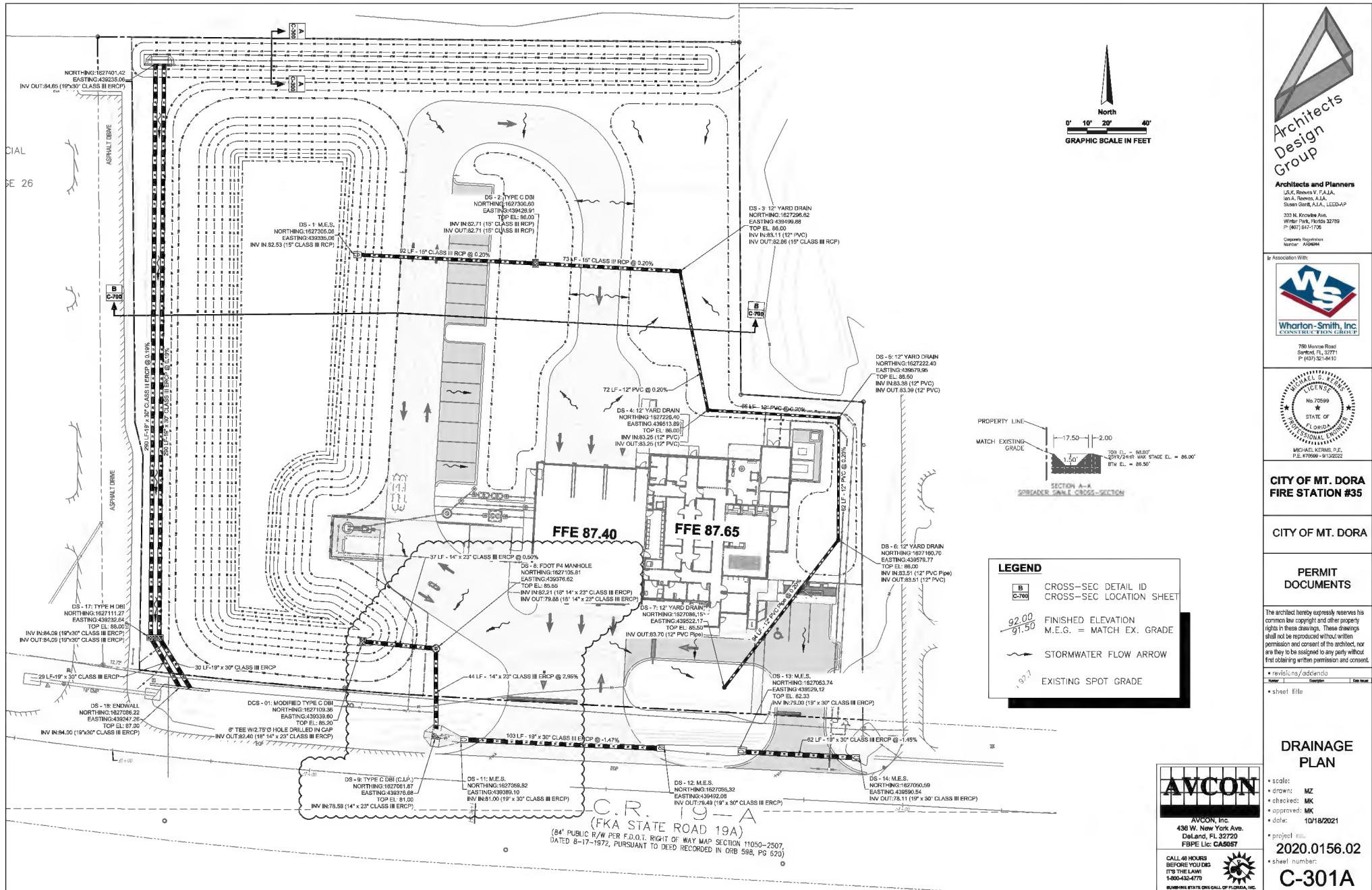
- RFI 062 - DS-9 ROW RCP Follow Up\_markup  
<https://redteam.link/u5nudzd>

The drainage system has been revised to accommodate the request to mitigate the cost and risk associated with relocating the existing utilities located in the R-O-W. As a result, a revised design was coordinated between the contractor, design team, city & county staff.

The attached revised design reflects discussions between all parties and includes, but not limited to, changing the drainage pipe sizes, adding a cast-in-place structure (instead of a MES in the ROW), and concrete erosion control measures.

Refer to the attached documents for additional information.

Mike Zaffuto  
AVCON, INC.  
9/14/2022



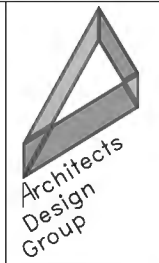
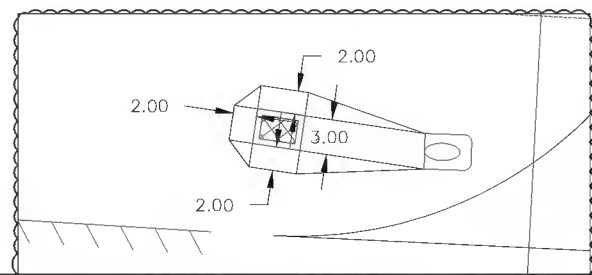
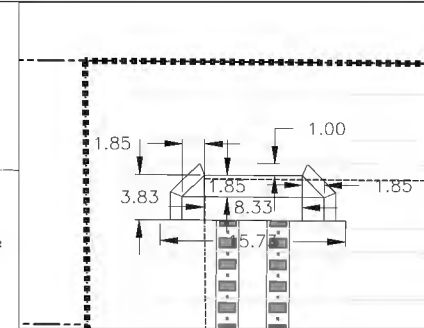
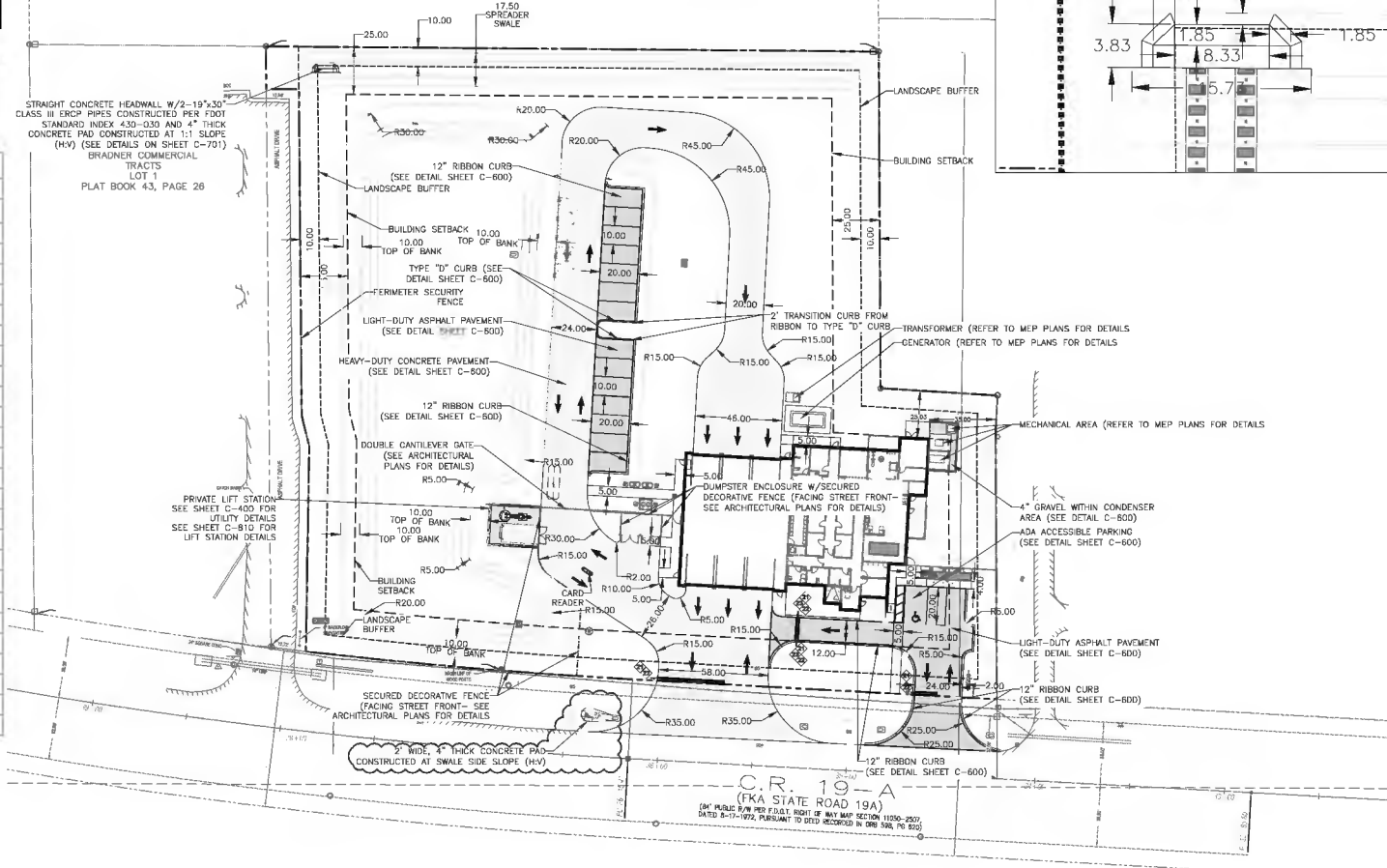
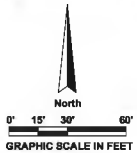


| LEGEND |                                         |
|--------|-----------------------------------------|
|        | LIGHT-DUTY CONCRETE PAVEMENT / SIDEWALK |
|        | HEAVY-DUTY CONCRETE PAVEMENT            |
|        | WHEELSTOP                               |
|        | SINGLE-COLUMN SIGN                      |
|        | PROPERTY LINE                           |

#### KEYNOTE LEGEND:

- ⊕ STOP SIGN (30"x30") (R1-1)
- ⊕ 24" STOP BAR
- ⊕ "DO NOT ENTER" SIGN

| SITE DATA                                 |                                           |
|-------------------------------------------|-------------------------------------------|
| PARCEL INFORMATION                        |                                           |
| PARCEL ID#                                | 28-17-18-0115-000-00000                   |
| OWNER                                     | CITY OF MOUNT DORA                        |
| PROPERTY ADDRESS                          | 3300 NORTH HWY 15-A                       |
| MUNICIPALITY                              | MOUNT DORA, FL                            |
| CLARITY ZONING                            | C-2A, C-3                                 |
| FUTURE LAND USE                           | PERIPHERAL COMMERCIAL, HIGHWAY COMMERCIAL |
| ADJACENT ZONING                           | C-2A, C-3                                 |
| ADJACENT FUTURE LAND USE                  | PERIPHERAL COMMERCIAL, HIGHWAY COMMERCIAL |
| TERMINAL FLOOD ZONE                       | ZONE "A" (MAP PANEL 130600358)            |
| LAND USE CALCULATIONS                     |                                           |
| PROJECT AREA                              | 111,259 SF = 2.554 AC                     |
| EXISTING LAND USE                         | 8089-VACANT GOVERNMENT/MUNICIPAL          |
| PROPOSED LAND USE                         | FIRE STATION #35                          |
| AREA CALCULATIONS                         |                                           |
| EXISTING IMPERVIOUS AREA                  | 32,815 SF = 0.753 AC (29.48%)             |
| EXISTING PAVEMENT AREA                    | 78,444 SF = 1.801 AC (70.52%)             |
| PROPOSED IMPERVIOUS AREA                  | 35,739 SF = 0.820 AC (32.12%)             |
| PROPOSED PAVEMENT AREA                    | 75,778 SF = 1.734 AC (67.88%)             |
| PARKING CALCULATIONS                      |                                           |
| PUBLIC PARKING SPACES PROVIDED            | 2 REGULAR SPACES / 1 ADA SPACE            |
| PRIVATE/PERMITTED PARKING SPACES PROVIDED | 14 REGULAR SPACES                         |
| BUILDING DATA                             |                                           |
| BUILDING AREA                             | 9,142 SF                                  |
| BUILDING HEIGHT                           | 8' - 24'                                  |
| MAX. FLOOR AREA RATIO (FAR)               | 0.35                                      |
| MIN. FLOOR AREA RATIO (FAR)               | 9,142 SF / 111,259 SF = 0.08              |



**Architects and Planners**  
 L.S.K. Reeves V. F.A.A.  
 Lori A. Reeves, A.A.  
 Susan Garth, A.A., LEED-AP  
 333 N. Kynard Ave.  
 Winter Park, Florida 32789  
 P: (407) 947-1708

Corporate Registration Number: A104646

In Association With:



750 Monroe Road  
 Sanford, FL 32771  
 P: (407) 321-9415



**CITY OF MT. DORA  
 FIRE STATION #35**

**CITY OF MT. DORA**

**PERMIT  
 DOCUMENTS**

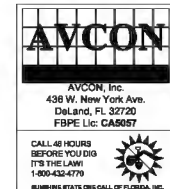
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• revisions/addenda  
 Number: \_\_\_\_\_ Date: \_\_\_\_\_  
 • sheet title

• scale:  
 • drawn: MK  
 • checked: MK  
 • approved: MK  
 • date: 10/18/2021

**SITE &  
 GEOMETRY  
 PLAN**

• project no.  
**2020.0156.02**  
 • sheet number:  
**C-200A**

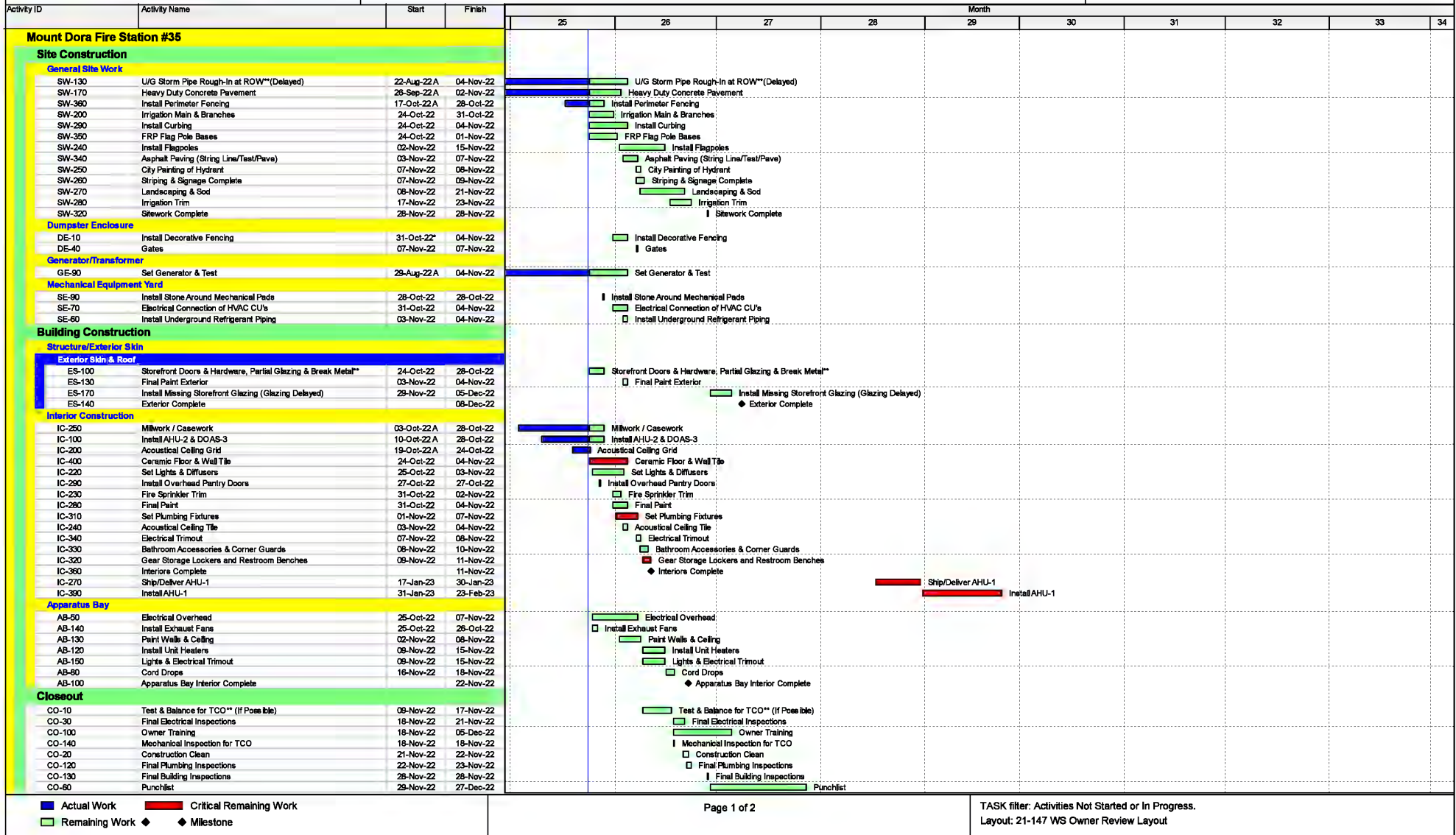


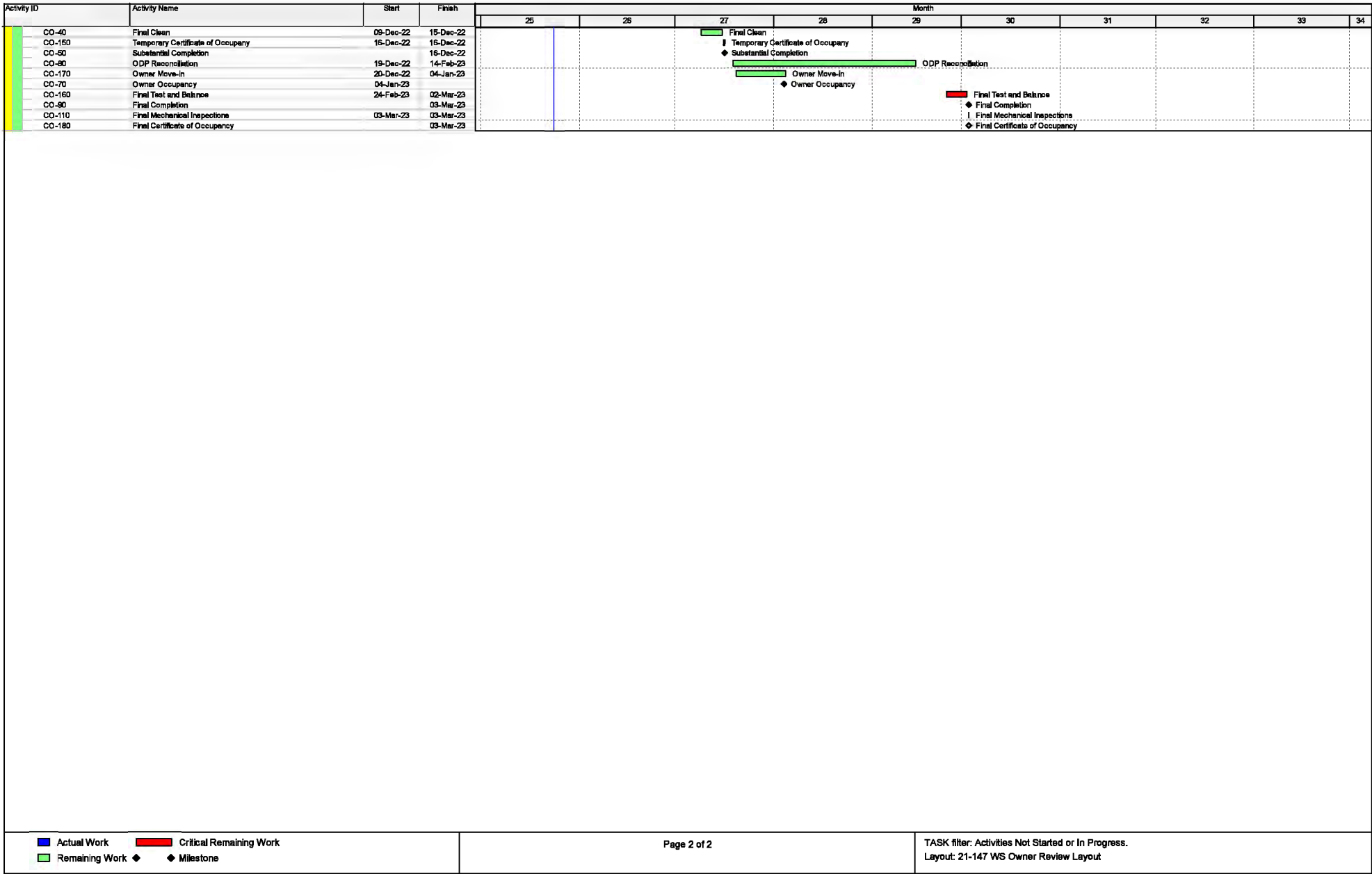


Wharton-Smith, Inc.  
CONSTRUCTION GROUP

## Mount Dora Fire Station #35 Project Schedule

Project ID: 21-147-U/D-22.10.24  
Data Date: 24-Oct-22







**CITY OF  
MOUNT  
DORA**

**Marilyn Douglas – Purchasing Manager**  
**510 North Baker Street**  
**Mount Dora, FL 32757**  
**Phone: 352-735-7179**  
[douglasm@cityofmountdora.com](mailto:douglasm@cityofmountdora.com)

Purchasing Division

## CONSTRUCTION CHANGE ORDER FORM

Today's Date: 4/18/2023 Original PO Number: 22-00052  
 Original PO Amount: \$ 5,120,847.00 Cancel PO? Yes ☐ No ☒  
 Change Order Number: 5 Work Order #: \_\_\_\_\_  
 PO issued to: Wharton-Smith, Inc.  
 (Vendor Name)

The following change(s) are requested to the purchase order amount per the attached documentation:

☒ line # 1 by 1 (qty) @ \$ 160,848.00 /unit GL #: 310-5555-562.00-35-FS0035  
 + / - line # \_\_\_\_\_ by \_\_\_\_\_ (qty) @ \$ \_\_\_\_\_ /unit GL #: \_\_\_\_\_  
 + / - line # \_\_\_\_\_ by \_\_\_\_\_ (qty) @ \$ \_\_\_\_\_ /unit GL #: \_\_\_\_\_

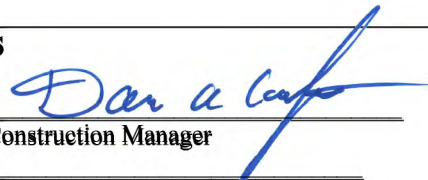
Reason for Purchase Order Change: Additional General Conditions associated with  
project delay of 121 calendar days due to ROW engineering design change.

New Purchase Order Total with Change Order: \$ 4,235,648.86

All back-up documentation must be attached by the originator of this form and forwarded to each approval point. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The cumulative total of all change orders cannot exceed \$50,000 of the original award amount. The City Council must approve all change orders exceeding \$50,000. Signature below is approval for this change to be made. Any change made to a City Council approved PO, must be approved by City Council again.

### SIGNATURE APPROVALS

\_\_\_\_\_  
 Architect/Engineer  
 \_\_\_\_\_  
 Project Manager  
 \_\_\_\_\_  
 Finance Director  
 \_\_\_\_\_  
 City Council (To Exceed \$50,000)

  
 Construction Manager  
 \_\_\_\_\_  
 Department Head  
 \_\_\_\_\_  
 City Manager (Not to Exceed \$50,000  
 cumulative total)



# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406

E-mail: [cramerc@cityofmoundora.com](mailto:cramerc@cityofmoundora.com)

January 3, 2023 – Revised with Actual Cost Thru 02/04/23 and Forecasted Cost Thru 03/27/23

To: Chet Cramer, Construction Project Manager  
City of Mount Dora-Construction Department  
510 N. Baker Street  
Mount Dora, FL 32757

From: Jeffery Williams, Project Executive  
Wharton Smith, Inc.  
750 Monroe Road  
Sanford, FL 32771

RE: **City of Mount Dora FS35 Purchase Order No.: 220052 Change Order Request #005 Supplementation**

Dear Chet,

Please accept this letter as a supplemental update containing the backup of actual impacts incurred to the general conditions superseding the one issued on January 3, 2023. In accordance with the contract requirements to the above referenced Project, this correspondence will serve as our formal request as the Construction Manager at Risk (CMAR) for change order in the amount of \$ 160,848 and one hundred twenty-one (121) additional calendar days in order to complete the modifications to the stormwater system in the right-of-way. A history of the ROW changes is included below along with a breakdown of the associated costs:

Revised Milestone Dates:

- **Updated Substantial Completion: February 24, 2023**
- **Updated Owner Occupancy: February 27, 2023**
- **Updated Final Completion: April 21, 2023**

**Total GMP Change = \$160,848.00**

|                                                                             |                        |
|-----------------------------------------------------------------------------|------------------------|
| <b>Fire Station #35 GMP:</b>                                                | <b>\$5,120,847.00</b>  |
| <b>Change Order #001 ODP Deduction:</b>                                     | <b>(\$ 711,954.43)</b> |
| <b>Change Order #002 Relocation of Buyout to GC's &amp; Time Extension:</b> | <b>\$ 0.00</b>         |
| <b>Change Order #003 ODP Deduction:</b>                                     | <b>(\$ 430,485.78)</b> |
| <b>Change Order #004 Additional GC's &amp; Time Extension (Pending):</b>    | <b>\$ 96,394.07</b>    |
| <b>Change Order #005 ROW Modifications:</b>                                 | <b>\$ 160,848.00</b>   |
| <b>Revised GMP Contract Amount:</b>                                         | <b>\$ 4,235,648.86</b> |

**Wharton Smith Approval of Listed Amount(s):**

  
Authorized Signature

  
Date

**Timeline of ROW Delays:**

On June 30, 2022, Wharton Smith (WSI) submitted RFI #050 regarding conflicts with required





clearances between the existing underground utility lines and the locations of the proposed stormwater pipes that were to be installed in the Right-of-Way (ROW).

AVCON performed a site visit on July 28, 2022, to investigate and confirm the feasibility of the proposed solutions in the ROW. A formal response to RFI #050 was provided along with revised drawings on August 1, 2022, with the directive to relocate the stormwater pipe closer to CR 19A in the ROW.

On August 4, 2022, WSI submitted RFI #062 regarding the DS-9 structure, in follow up to the previous discussions with the City of Mount Dora and AOR. On August 18, 2022, the Civil EOR provided a response with the proposed solution of reducing the concrete pipe at this location to a smaller size and changing the M.E.S to a Type C DBI structure which would prevent the costly relocation of the existing water main while still providing the City/County with the desired tie-in structure at the ROW.

WSI contacted the City of Mount Dora and the Civil EOR on August 25, 2022, requesting the ability to pour this structure in place, in lieu of procuring a precast structure. All parties deemed this option acceptable, and the Civil EOR forwarded the request to Lake County on August 26, 2022, for their acceptance/approval prior to proceeding with any pricing or implementation of this additional work. The Civil EOR received an initial response requiring follow up discussions on September 9, 2022. Lake County provided final approval via email response on September 12, 2022. WSI provided Contingency Request #10 for the changes associated with the RFI #062 response.

On October 26, 2022 WSI notified the design team of a steep drop off from the road to the top of the M.E.S. which would create a potentially unsafe roadside condition. The survey confirmed that the storm water pipe had all been installed at the noted elevations on the contract drawings. On November 9, 2022 AVCON provided the drawing revisions to the COMD and WSI for preliminary review. After some final adjustments based on review and input from the precast manufacturer, AVCON submitted the drawings to Lake County for approval on November 22, 2022. On November 29, 2022 WSI walked the ROW conditions on site with a Lake County representative. Comments were provided from the County to AVCON following the site walk requesting some modifications to the proposed changes. On December 2, 2022 Lake county provided approval on the proposed changes. AVCON notified WSI of the approval on December 5, 2022. WSI continued to finalize cost and schedule impacts of the modifications.

After review with the site contractor and precast manufacturer, it is our belief that constructing three (3) cast-in-place boxes will be the most effective method of construction as the current lead times on precast stormwater structures is 12 weeks minimum. As a result, we are requesting the stated (121) one hundred twenty-one calendar day time extension to the project schedule to reflect a revised Exhibit "H" Attachment 9 – Project





# CITY OF MOUNT DORA

**Chet Cramer**  
**Construction Project Manager**  
**510 N. Baker Street**  
**Mount Dora, FL 32757**  
**Voice: 352-735-7176**  
**Fax: 352-735-1406**

**E-mail: [cramerch@cityofmoundora.com](mailto:cramerch@cityofmoundora.com)**

---

## Milestones as follows:

| Item | Milestone              | Original Milestone | Revised Milestone |
|------|------------------------|--------------------|-------------------|
| 1    | Substantial Completion | October 26, 2022   | February 24, 2023 |
| 2    | Owner Occupancy        | November 14, 2022  | February 27, 2023 |
| 3    | Final Completion       | December 23, 2022  | April 21, 2023    |

**General Conditions associated with the ROW Changes (time included from December 27, 2022 through February 24, 2023):**



# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32767  
Voice: 352-735-7176  
Fax: 352-735-1406  
E-mail: [cramerch@cityofmoundora.com](mailto:cramerch@cityofmoundora.com)

| General Conditions - ROW Changes |                                       |      |      |              |                  |
|----------------------------------|---------------------------------------|------|------|--------------|------------------|
| LINE NO                          | DESCRIPTION                           | QTY  | UNIT | UNIT PRICE   | TOTALS           |
| 1                                | Project Executive                     | 0.00 | mo   | \$ 17,794.40 | \$ -             |
| 2                                | Project Manager                       | 2.31 | mo   | \$ 9,498.67  | \$ 21,920        |
| 3                                | Superintendent                        | 3.23 | mo   | \$ 9,637.33  | \$ 31,136        |
| 4                                | Project Engineer                      | 1.85 | mo   | \$ 6,890.00  | \$ 12,720        |
| 5                                | Project Assistant                     | 0.00 | mo   | \$ -         | \$ -             |
| 6                                | Project Accountant                    | 0.12 | mo   | \$ 6,304.13  | \$ 728           |
| 7                                | Safety Engineer                       | 0.14 | mo   | \$ 8,134.53  | \$ 1,127         |
| 8                                | Scheduler                             | 0.00 | mo   | \$ 16,350.53 | \$ -             |
| 9                                | Total Months of Staff                 | 7.64 | mo   |              | \$ -             |
| 10                               |                                       |      |      |              |                  |
| 11                               | <b>Project Staffing Support Costs</b> |      |      |              | \$ -             |
| 12                               | Vehicles                              | 7.64 | mo   | \$ 900.00    | \$ 6,875         |
| 13                               | Fuel                                  | 7.64 | mo   | \$ 500.00    | \$ 3,820         |
| 14                               | Phones                                | 7.64 | mo   | \$ 85.00     | \$ 650           |
| 15                               | Computers for Staff                   | 7.64 | mo   | \$ 100.00    | \$ 764           |
| 16                               |                                       |      |      |              |                  |
| 17                               | <b>Total</b>                          |      |      |              | <b>\$ 79,740</b> |

| Change Order #005 Pricing Table |                              |      |      |              |                   |
|---------------------------------|------------------------------|------|------|--------------|-------------------|
| LINE NO                         | DESCRIPTION                  | QTY  | UNIT | UNIT PRICE   | TOTALS            |
| 1                               | General Conditions           | 1.00 | LS   | \$ 79,740.00 | \$ 79,740         |
| 2                               | General Liability            | 0.57 | %    | \$ 905.27    | \$ 905            |
| 3                               | Builders Risk Insurance      | 0.11 | %    | \$ 174.70    | \$ 175            |
| 4                               | Bond                         | 0.70 | %    | \$ 1,111.74  | \$ 1,112          |
| 5                               | Site Subcontractor           | 1.00 | LS   | \$ 57,357.35 | \$ 57,358         |
| 6                               | C.I.P Concrete Subcontractor | 1.00 | LS   | \$ 21,557.78 | \$ 21,558         |
| 7                               | <b>Total</b>                 |      |      |              | <b>\$ 160,848</b> |

Your consideration of this request is greatly appreciated. Please let us know if you have any questions.



**CITY OF  
MOUNT  
DORA**

**Chet Cramer**  
**Construction Project Manager**  
**510 N. Baker Street**  
**Mount Dora, FL 32757**  
**Voice: 352-735-7176**  
**Fax: 352-735-1406**

**E-mail: [cramerch@cityofmoundora.com](mailto:cramerch@cityofmoundora.com)**

---

**Sincerely,**

**Jeffery Williams**  
**Project Executive**  
**Wharton-Smith, Inc.**

**CC: Merry Lovern, Executive Assistant to the City Manager**  
**Bert Fonseca, WSI**  
**Duncan Graham, WSI**

**Enclosed:**  
**Mount Dora Fire Station #35 Project Schedule – 12/31/2022**  
**RFI No. 50 and 62**  
**Revised Civil Drawings with Lake County Approval – 12/05/2022**



## Change Order Request

11/23/2022

To: Wharton Smith

Attention: Duncan Gram

Project: Mt. Dora Fire Station

**Description: Provide E inets in swale at ROW and connect pipes as per plan**

Provide fill material in swale at these areas(Dirt) and grade

|                 |                         | Unit Cost      | TOTAL              | WSI Internal Equipment Pricing Comparison |
|-----------------|-------------------------|----------------|--------------------|-------------------------------------------|
| Remob Fee       |                         |                | \$2,500.00         |                                           |
| Labor Cost:     | 5 Days                  | \$2,550        | \$12,750           | Excavator                                 |
|                 |                         |                |                    | Rental: \$6,380                           |
| Equipment Cost: |                         |                |                    | Delivery Fee: \$800                       |
| Excuvator       | 4 Days                  | \$1,850.00     | 7,400.00           | Fuel: \$250                               |
| Loader          | 5 days                  | \$1,550.00     | \$7,750.00         | Total Est: \$7,430                        |
|                 |                         |                |                    | Loader                                    |
|                 |                         |                |                    | Rental: \$5,860                           |
| Material Cost:  |                         |                |                    | Delivery Fee: \$1,500                     |
| 19x30 ERCP      | 84LF                    | \$145.00 LF    | \$12,180.00        | Fuel: \$415                               |
| CMP Collar      | 1                       | 500            | \$500              | Total Est.: \$7,775                       |
| 57 rock         | 40 tons                 | \$950.00       | \$950              |                                           |
| Misc            | Bick & Portland, Fabric | LS             | \$2,200            |                                           |
| Dewatering      |                         | LS             | \$3,500            |                                           |
| MOT             | 4 Weeks                 | \$500.00 Wk    | \$2,000            |                                           |
| Fill Material   | 5 Loads                 | \$375.00       | \$1,875            |                                           |
|                 |                         |                | \$53,605           |                                           |
|                 |                         | Sub TOTAL      | \$53,605           |                                           |
|                 |                         | 7 % M/U        | \$3,752.35         |                                           |
|                 |                         | <b>TOTAL :</b> | <b>\$57,357.35</b> |                                           |

Please provide written direction for work can be scheduled and materials ordered

NOTE: any additional work not noted in this change order is not included or implied

Regards,

Clark Dickson

Project Manager

Allstate Paving & Site Development

Cell 407-509-4566





Ch

Change Order Proposal

43 1st Street Winter Garden, FL 34787 Phone (407) 347-9536

NO. : 1

|                                                     |                    |                           |
|-----------------------------------------------------|--------------------|---------------------------|
| <b>CIVIL:</b>                                       | <b>COMMERCIAL:</b> | <b>INDUSTRIAL:</b>        |
| <b>PROJECT:</b> City of Mount Dora Fire Station #35 | <b>Vendor</b>      | <b>PROJECT NO.:</b>       |
| civil: 0                                            |                    | <b>DATE:</b> 9-Dec-22     |
| Owner: 0                                            |                    | <b>DRAWING NO.:</b>       |
| GC: Wharton Smith                                   |                    | <b>SPEC. SECTION:</b> N/A |
| <b>REFERENCE:</b>                                   | <b>RFP NO.:</b>    | <b>RFI NO.:</b> N/A       |
|                                                     |                    | <b>ELD ORDER NO.:</b>     |
|                                                     |                    | <b>OTHER:</b>             |

Description

Quantity: #1 CIP FDOT Type D DBI, #2 CIP FDOT Type E DBI. per sheet 425-052 email sent by duncan PM 11/22/22. This will be outsourced to another Subcontractor. Any changes to drawings will be increase of change order. 2023 prices are subject to change

#### PRICING INFORMATION

| 1. DIRECT LABOR: | SKILL/TRADE                 | MAN-HOURS | RATE     | COST      |
|------------------|-----------------------------|-----------|----------|-----------|
| DIRECT LABOR     | Carpenter                   | 0 MH      | \$ 41.20 | \$ -      |
| NOTES/ REMARKS   | Carpenter helper            | 0 MH      | \$ 35.50 | \$ -      |
|                  | Labor                       | 0 MH      | \$ 29.40 | \$ -      |
|                  | Working Foreman             | 8 MH      | \$ 44.60 | \$ 356.80 |
|                  | Concrete Finisher           | 0 MH      | \$ 42.20 | \$ -      |
|                  | Reinforcing Steel Installer | 0 MH      | \$ 44.00 | \$ -      |
|                  | Project Manager             | 0 MH      | \$ 68.00 | \$ -      |
|                  | Surveyor/ Layout            | 0 MH      | \$ 72.00 | \$ -      |
|                  | <b>SUBTOTAL (1)</b>         |           |          | \$ 356.80 |

| 2. MATERIALS   | DESCRIPTION                       | QUANTITY | UNIT PRICE  | COST |
|----------------|-----------------------------------|----------|-------------|------|
| NOTES/ REMARKS | Concrete                          | 0.00 QTY | \$ 124.00   | \$ - |
|                | Reinforcement Rebar / Tag, Bundle | 0 TON    | \$ 1,200.00 | \$ - |
|                | Plywood Material 4x8 sheets       | 0 QTY    | \$ 2.50     | \$ - |
|                | Soil Treatment                    | 0 SF     | \$ 0.19     | \$ - |
|                | Vapor Barrier                     | 0 SF     | \$ 0.24     | \$ - |
|                | Short load fee less than 7CY      | 0 QTY    | \$ 350.00   | \$ - |
|                | 2x6x16 Material                   | 0 QTY    | \$ 11.57    | \$ - |
|                | Scupper                           | 0 QTY    | \$ 285.00   | \$ - |
|                | Epoxy 200                         | 0 QTY    | \$ 65.75    | \$ - |
|                | Engineering                       | 0 LS     | \$ -        | \$ - |
|                |                                   |          | LS          | \$ - |
|                | <b>SUBTOTAL (2)</b>               |          |             | \$ - |

| 3. EQUIPMENT   | DESCRIPTION                            | QUANTITY | UNIT PRICE  | COST      |
|----------------|----------------------------------------|----------|-------------|-----------|
| NOTES/ REMARKS | Mini Excavator                         | 0 WK     | \$ 827.00   | \$ -      |
|                | Forklift 6k 42' Reach                  | 0 WK     | \$ 1,105.00 | \$ -      |
|                | Man Lift 60' reach                     | 0 WK     | \$ 1,200.00 | \$ -      |
|                | Skid Steer 1900lb T590                 | 0 WK     | \$ 1,120.00 | \$ -      |
|                | Plate Compactor                        | 0 WK     | \$ 270.00   | \$ -      |
|                | Power Buggy                            | 0 WK     | \$ 920.00   | \$ -      |
|                | Light Towers                           | 0 WK     | \$ 430.00   | \$ -      |
|                | Scissor Lift                           | 0 WK     | \$ 320.00   | \$ -      |
|                | Air Compressor /Hose /Blow Pipe        | 0 WK     | \$ 700.00   | \$ -      |
|                | Concrete Pump                          | 0 HR     | \$ 450.00   | \$ -      |
|                | Bonds and Insurance 1.5% if Bonded Job |          | LS          | See Below |
|                | <b>SUBTOTAL (2)</b>                    |          |             | \$ -      |

| FEE STRUCURE    | NAME               | DESCRIPTION OF WORK | COST                |
|-----------------|--------------------|---------------------|---------------------|
|                 |                    | %                   | Tax                 |
| 1. Direct Labor | \$ 356.80          | 6.5%                | \$ 23.19            |
| 2. Material     | \$ -               | 6.5%                | \$ -                |
| 3. Quote        | \$ 18,561.00       | 6.5%                | \$ 1,206.47         |
|                 |                    | 10% OHP             | \$ 1,410.32         |
|                 | BOND IF BONDED JOB |                     | \$ -                |
|                 | <b>VMG TOTAL</b>   |                     | <b>\$ 21,557.78</b> |

VMG\FORMS\CONS.

# Proposal



Phone: (407) 960-4032  
Email: Bids@dacginc.com

**Proposal:** 2022227  
**Date:**

| To:                                                                                      | Project:                                                                           |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| VMG Construction, Inc<br>Attn: Alan Sandoval<br>43 1st Street<br>Winter Garden, FL 34787 | CIP Structure for City of Mount Dora<br>3201 N Highway 19a<br>Mount Dora, FL 32757 |

| Salesperson     |  |  |
|-----------------|--|--|
| DACG Estimating |  |  |

## Scope of Work

DACG Inc. is pleased to present you with this proposal for the construction services for install CIP storm structures. Our proposal is based upon Information provided by VMG Construction, Inc and FDOT FY 2033-24 Stantard Plans.

### Inclusions:

- Temporary protection of work area.**
- Tools, equipment and materials.
- Safety measures during construction operations.**
- Form, place and finish 1 type D CIP structure per plans.
- Form, place and finish 2 type E CIP structures per plans.
- Grates and angles included.
- Rebar, concrete, manpower and material to complete CIP structure.

### We have also included the following:

- Normal working hours. 7 AM till 3:30 PM.
- Any and all access equipment.
- Tools, equipment, and fuel necessary to complete the work described herein.

## Exclusions

- MOT.
- Dewatering or Well pointing.
- Electrical, mechanical and/or plumbing work, except if noted above.
- **Any work not specified above.**
- **SWPPP report and temporary storm water drainage or ponds.**
- **Import of infill material.**
- **No unsuitable, hazardous materials management and/or removal.**
- **Irrigation repair or replace.**
- **Tree trimming or demo.**
- **Tree warranty cannot be provided for trees next to trench excavation, should roots be affected.**
- Any unforeseen circumstances discovered while working on the site. Additional work to what is described above, will be added to contract via Change Order.



# Proposal



Phone: (407) 960-4032  
 Email: Bids@dacginc.com

**Proposal:** 2022227  
**Date:**

| To:                                                                                      | Project:                                                                           |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| VMG Construction, Inc<br>Attn: Alan Sandoval<br>43 1st Street<br>Winter Garden, FL 34787 | CIP Structure for City of Mount Dora<br>3201 N Highway 19a<br>Mount Dora, FL 32757 |

| Salesperson     |  |  |
|-----------------|--|--|
| DACG Estimating |  |  |

| Reference                | Description                                                                                  | Quantity | UOM | Unit Price | Extended Price   |
|--------------------------|----------------------------------------------------------------------------------------------|----------|-----|------------|------------------|
| <b>03 Concrete</b>       |                                                                                              |          |     |            |                  |
|                          | 01 - SP type D inlet, 5'-5"x 4' 5" x 5'-6", 4000 psi PRPM, #4 @ 12" ew, chamfer 1x. grate.   | 1.0000   | EA  | 6,366.18   | 6,366.18         |
|                          | 02 - SP type E inlet, 5'-10"x 4'- 4" x 4'-0", 4000 psi PRPM, #4 @ 12" ew, chamfer 1x. grate. | 2.0000   | EA  | 6,097.41   | 12,194.82        |
| <b>Total 03 Concrete</b> |                                                                                              |          |     |            | <b>18,561.00</b> |

|                        |                  |
|------------------------|------------------|
| <b>Proposal Total:</b> | <b>18,561.00</b> |
|------------------------|------------------|

| Acceptance   |       |
|--------------|-------|
| Accepted by: | _____ |
| Title:       | _____ |
| Date:        | _____ |

# Mount Dora Fire Station #35

## RFI 050



## REQUEST FOR INFORMATION

|            |                                        |              |              |
|------------|----------------------------------------|--------------|--------------|
| Date:      | 06/30/2022                             | RFI #:       | 050          |
| To:        | ADG ARCHITECTURE, LLC                  | Required by: | 07/07/2022   |
| Attention: | Hector Caraballo                       | Phone:       | 407-647-1706 |
| Project:   | City of Mount Dora FS 95               | Project #:   | 21-147       |
| By:        | John Shaw, Project Engineer Technician |              |              |

|          |              |
|----------|--------------|
| Subject: | ROW Conflict |
| Ref:     | C-901A       |

### Information Request / Description:

Per previous discussions between AVCON / WSI / ADG and COMD there are conflicts between the existing utilities and the locations of storm water pipe to be installed in the ROW. Please reference the attached mark-up and advise how we are to proceed with the work in the ROW.

### Suggestion:

### Dialog/Attachment:

- RFI 050 - ROW Markup

### Stormwater Pond Outfall Pipe

The existing force main and water main located in the right-of-way, as they currently exist, are in direct conflict with the proposed 24" storm pipe that serves as the outfall conveyance for the stormwater ponds. The 24" storm pipe was designed so that the end of the pipe that has a M.E.S. (DS-9) proposed to be constructed with the FS35 improvements would be constructed in a location that it could easily connected to a future structure (S-200) that is proposed on the Lake County Eudora roundabout road improvements. This was a condition of approval from Lake County. The future structure (S-200), according to the plans provided by Lake County, is proposed to be constructed with a top elevation of 82.27' and a south invert elevation of 77.27'.

Discussions held at the OAC meeting between AVOCN and Wharton Smith indicated that we would look at raising the storm pipe up to avoid the conflict with the force main and water main. Based on the information collected from the Lake County roadway improvements, revising the storm pipe's elevation is not a feasible solution to avoiding the conflicts.

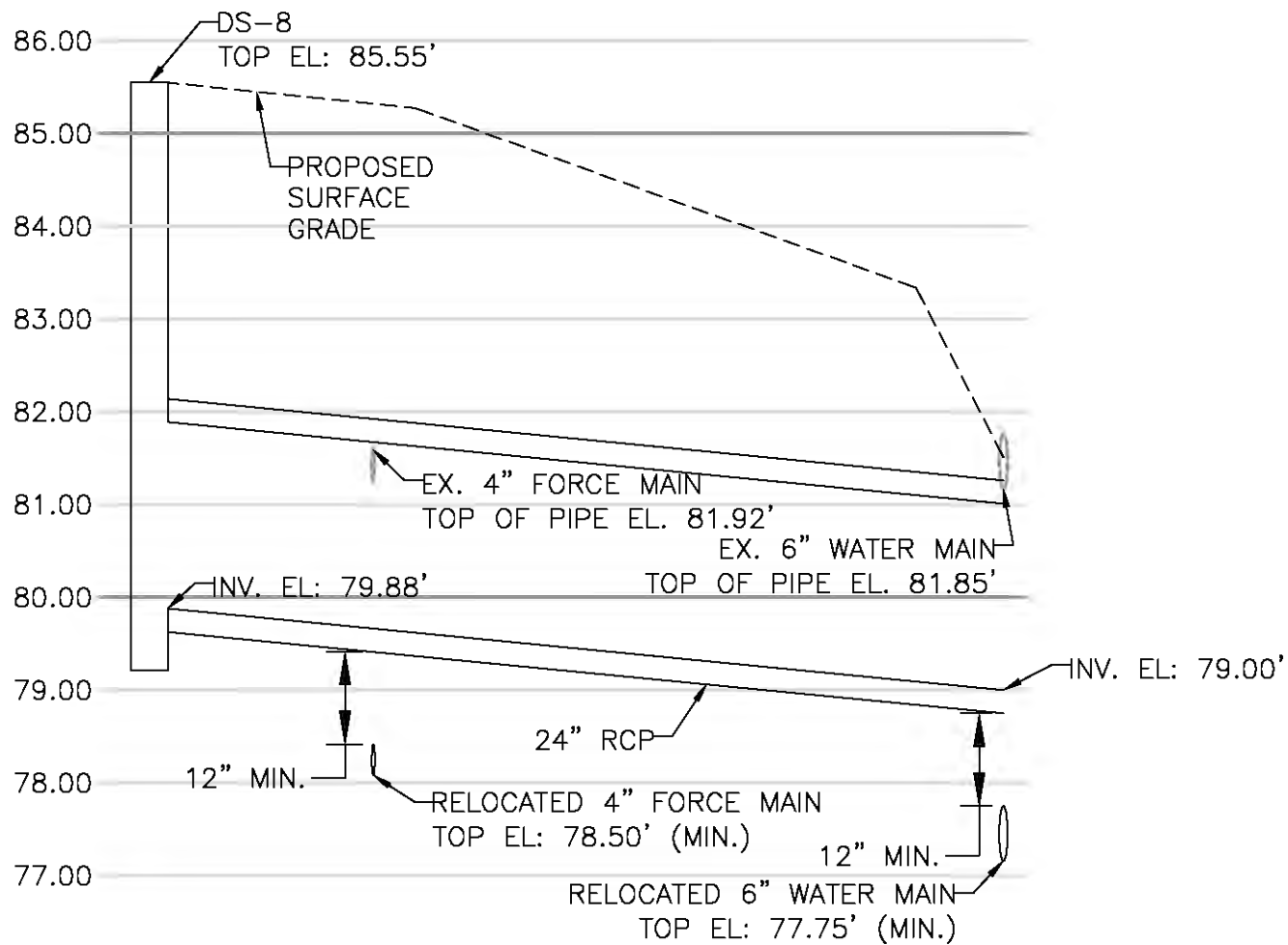
Another solution was to evaluate the possibility to relocate the outfall structure (DCS-01) to the west side of the pond and connect the outfall pipe into structure DS-17. This option is not a feasible solution because the elevations of the pipes that connect into structure DS-17 are 2' higher than the elevation of the pipe that is connected to DSC-01.

The only real feasible solution to solve the utility conflict issue is to relocate both the force main and water main below the storm pipe. There shall be at least 12" of separation between the utilities and the storm pipe. Please refer to the attached cross-section for a graphical representation of the resolution to the conflict.

### Driveway Culverts

As discussed at the OAC meeting, the proposed 19" x 30" storm pipes that traverse both driveway connections conflict with the existing water main located in the ROW. The two (2) 19" x 30" driveway culverts, located beneath each driveway apron, are to be shifted to the south (approximately 1-2') to create a horizontal separation distance of at least 1-foot.





### RFI #50 - OUTFALL PIPE CROSS-SECTION

N.T.S.



# Mount Dora Fire Station #35

## RFI 062



## REQUEST FOR INFORMATION

|                   |                           |                     |              |
|-------------------|---------------------------|---------------------|--------------|
| <b>Date:</b>      | 08/04/2022                | <b>RFI #:</b>       | 062          |
| <b>To:</b>        | ADG ARCHITECTURE, LLC     | <b>Required by:</b> | 08/11/2022   |
| <b>Attention:</b> | Hector Caraballo          | <b>Phone:</b>       | 407-647-1706 |
| <b>Project:</b>   | City of Mount Dora FS 35  | <b>Project #:</b>   | 21-147       |
| <b>By:</b>        | John Shaw, Field Engineer |                     |              |

|                 |                        |
|-----------------|------------------------|
| <b>Subject:</b> | DS-9 ROW RCP Follow Up |
| <b>Ref:</b>     | C-301A                 |

### Information Request / Description:

In follow up to the RFI 050 response, a meeting was held on site between WSI, the site contractor, and the City of Mount Dora Utilities, to discuss concerns related to the relocation of the existing utility lines in the ROW at DS-9. To mitigate cost impact and risk of relocating the existing utility lines, it was proposed to change the 24" RCP pipe to either 19' x 30" ERCP or 18" RCP to provide adequate clearance between the new storm water line and existing utilities, and prevent having to reroute any existing lines. Please see the attached sketch with proposed solutions and advise.

### Suggestion:

### DialogAttachment:

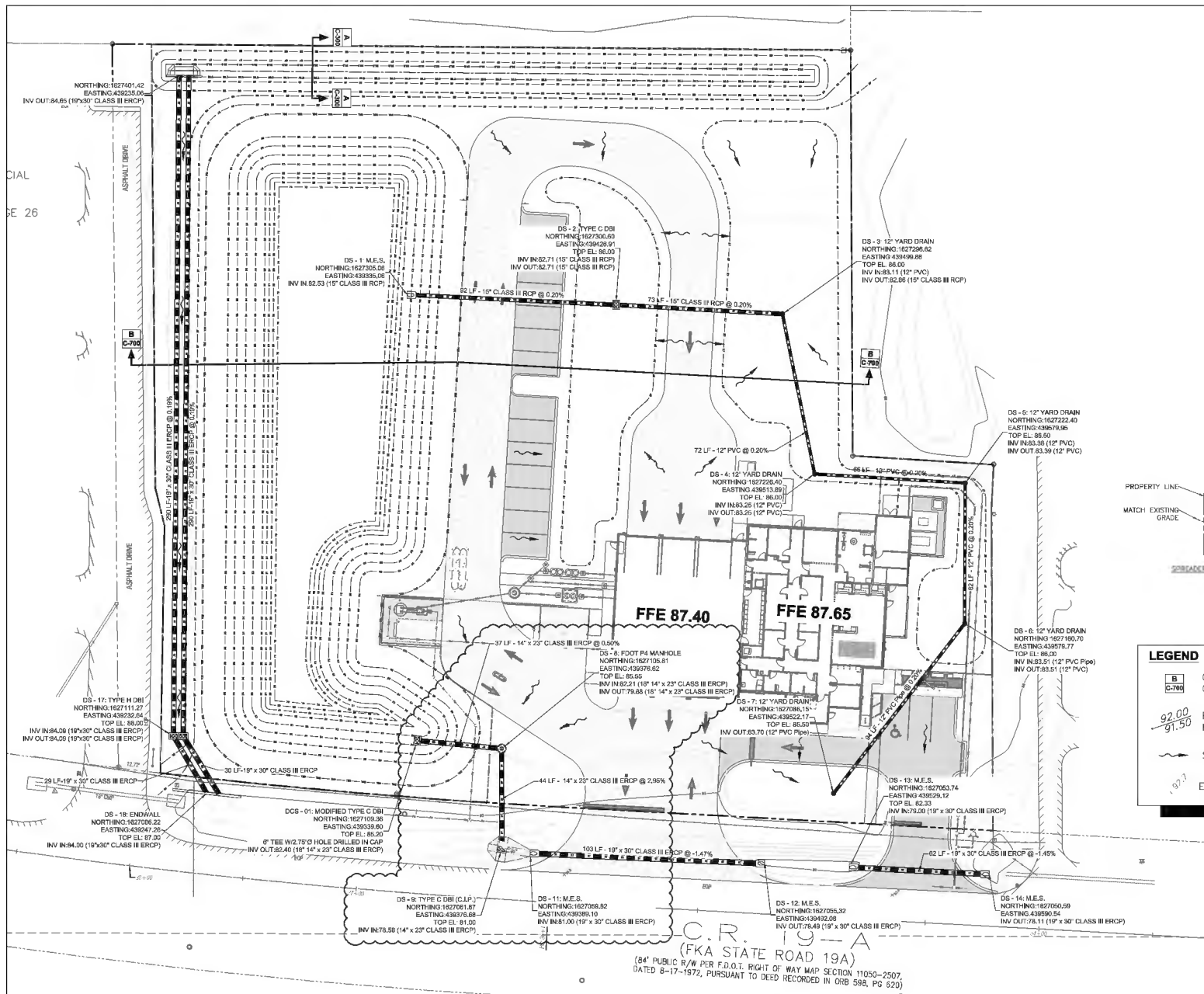
- RFI 062 - DS-9 ROW RCP Follow Up\_markup  
<https://redteam.link/u5nudzd>

The drainage system has been revised to accommodate the request to mitigate the cost and risk associated with relocating the existing utilities located in the R-O-W. As a result, a revised design was coordinated between the contractor, design team, city & county staff.

The attached revised design reflects discussions between all parties and includes, but not limited to, changing the drainage pipe sizes, adding a cast-in-place structure (instead of a MES in the ROW), and concrete erosion control measures.

Refer to the attached documents for additional information.

Mike Zaffuto  
AVCON, INC.  
9/14/2022

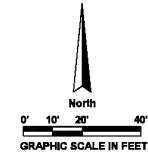
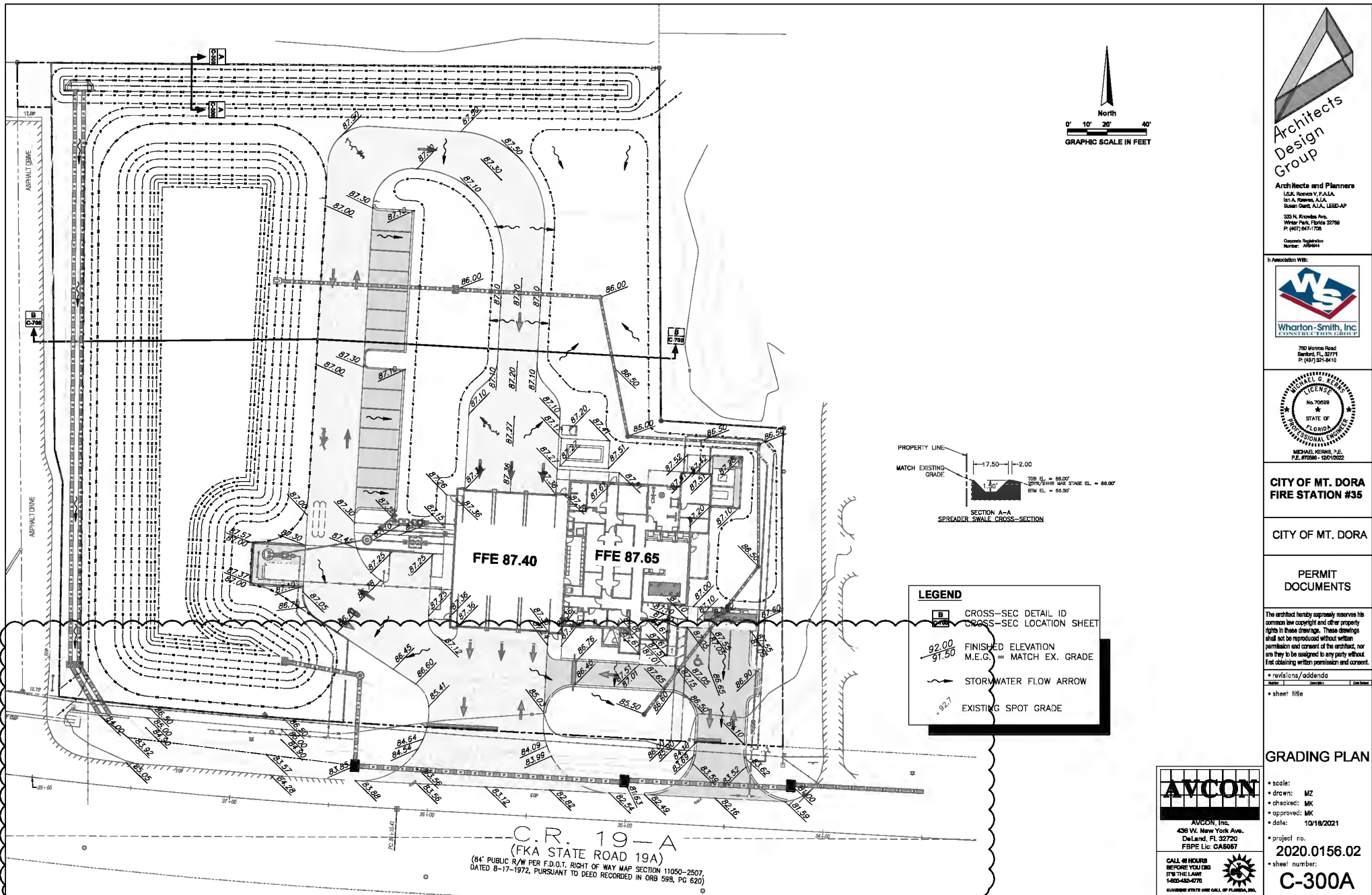




# Mount Dora Fire Station #35

## Revised Civil Drawings with Lake County Approval 12/05/22





Architects and Planners  
J&K, Robert V. F.A.A.  
181 A. Thomas, A.A.  
Susan Galt, A.A., LEED-AP  
333 N. Krome Ave.  
West Palm Beach, Florida 33411  
P: (407) 847-1708  
Corporate Registration  
Number: 105844



CITY OF MT. DORA  
FIRE STATION #35

CITY OF MT. DORA

PERMIT  
DOCUMENTS

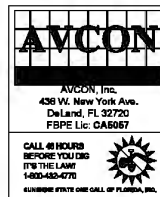
The architect hereby expressly reserves his common law copyright and other property rights in these drawings. These drawings shall not be reproduced without written permission and consent of the architect, nor are they to be assigned to any party without first obtaining written permission and consent.

GRADING PLAN

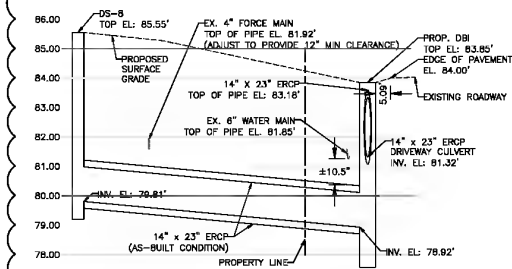
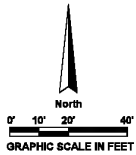
scale:  
drawn: MZ  
checked: MK  
approved: MK  
date: 10/18/2021

project no.  
2020.0156.02  
sheet number:

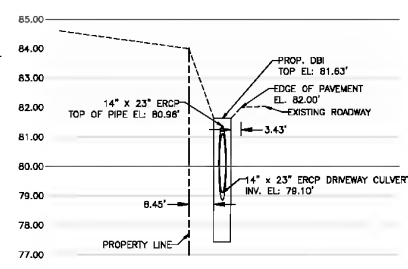
C-300A



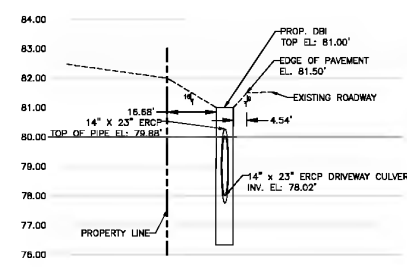




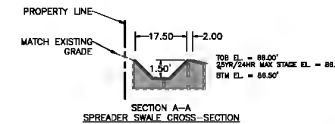
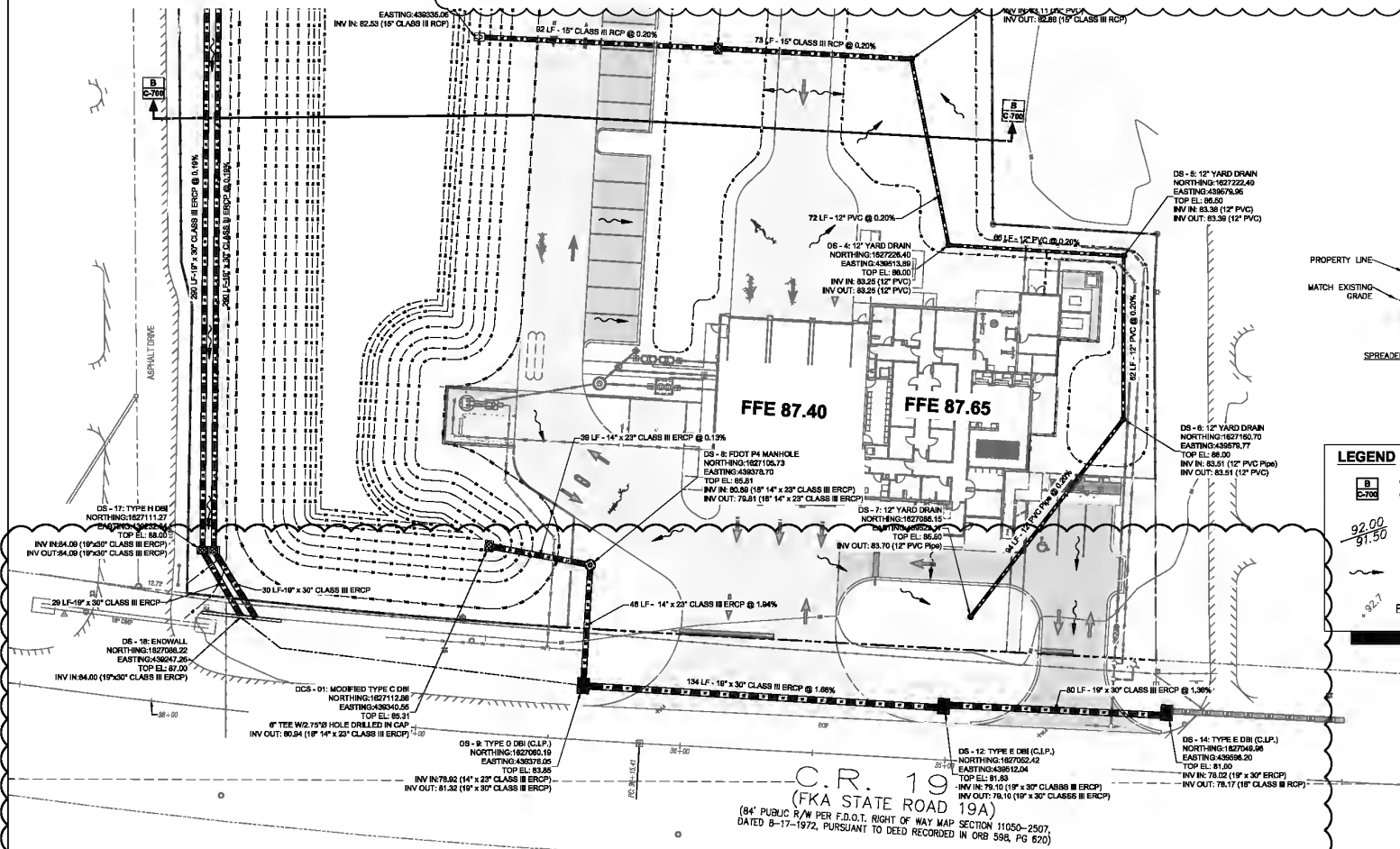
**DS-9 CROSS-SECTION**  
SCALE: HORIZONTAL: 1" = 20'  
VERTICAL: 1" = 2'



**DS-12 CROSS-SECTION**  
SCALE: HORIZONTAL: 1" = 20'  
VERTICAL: 1" = 2'



**DS-14 CROSS-SECTION**  
SCALE: HORIZONTAL: 1" = 20'  
VERTICAL: 1" = 2'

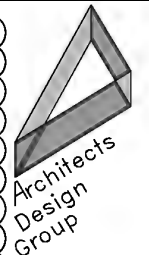


**LEGEND**

- CROSS-SEC DETAIL ID
- CROSS-SEC LOCATION SHEET
- FINISHED ELEVATION
- M.E.G. = MATCH EX. GRADE
- STORMWATER FLOW ARROW
- EXISTING SPOT GRADE



CALL 48 HOURS BEFORE YOU DIG IT'S THE LAW  
1-888-455-4770  
BIRMINGHAM STATE ROAD CALL UP FLORIDA, INC.



**Architects  
Design  
Group**

Architects and Planners  
L&K Reeves V. FAIA  
Teri A. Reeves AIA  
Susan Grant AIA, LEED-AP  
333 N. Knoxville Ave.  
West Palm, Florida 33709  
P: (407) 847-1708

Corporate Registration  
Number: A000000

---



**Wharton-Smith, Inc.**  
CONSTRUCTION GROUP

750 Main St. Road  
Burlington, FL 32711  
P: (407) 251-5410

---



**MICHAEL J. KERNS, P.E.**  
P.E. #70988 - 12/01/2022

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**CITY OF MT. DORA  
FIRE STATION #36**

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**CITY OF MT. DORA**

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**PERMIT  
DOCUMENTS**

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• revisions/advance  

| DATE       | BY | REVISION |
|------------|----|----------|
| 10/18/2021 |    |          |

• sheet title

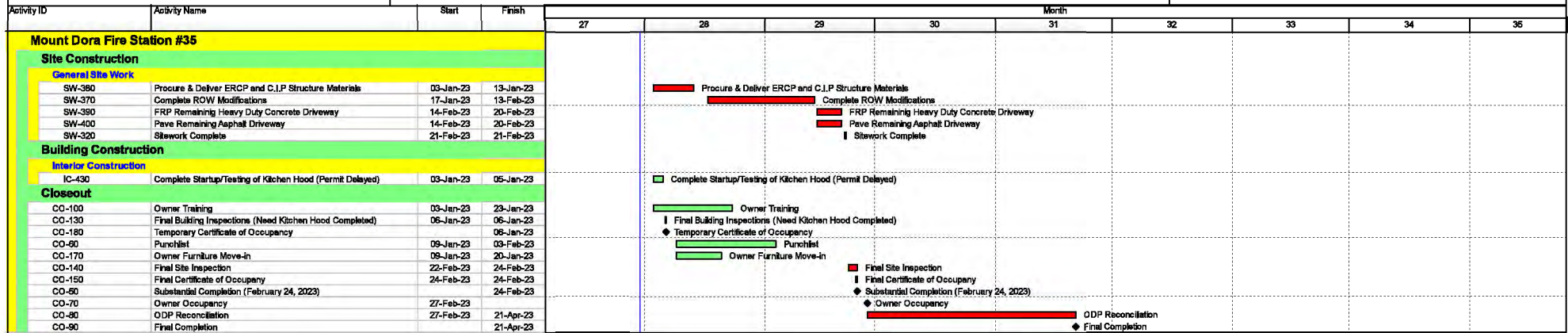
---

**DRAINAGE  
PLAN**

• scale:  
 • drawn: MZ  
 • checked: MK  
 • approved: MK  
 • date: 10/18/2021  
 • project no.: 2020.0156.02  
 • sheet number: **C-301A**

## Mount Dora Fire Station #35 Project Schedule

Project ID: 21-147-U/D-22.12.30  
Data Date: 31-Dec-22



■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ♦ Milestone

Page 1 of 1

TASK filter: Activities Not Started or In Progress.  
Layout: 21-147 WS Executive Review Layout



# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406

E-mail: [cramerc@cityofmoundora.com](mailto:cramerc@cityofmoundora.com)

January 3, 2023 – Revised with Updated CO #004 Total on January 24, 2023

To: Chet Cramer, Construction Project Manager  
City of Mount Dora-Construction Department  
510 N. Baker Street  
Mount Dora, FL 32757

From: Jeffery Williams, Project Executive  
Wharton Smith, Inc.  
750 Monroe Road  
Sanford, FL 32771

RE: **City of Mount Dora FS35 Purchase Order No.: 220052 Change Order Request #005**

Dear Chet,

In accordance with the contract requirements to the above referenced Project, this correspondence will serve as our formal request as the Construction Manager at Risk (CMAR) for change order in the amount of \$ 161,013 and (121) one hundred twenty-one additional calendar days in order to complete the modifications to the stormwater system in the right-of-way. A history of the ROW changes is included below along with a breakdown of the associated costs:

Revised Milestone Dates:

- **Updated Substantial Completion: February 24, 2023**
- **Updated Final Certificate of Occupancy: February 24, 2023**
- **Updated Owner Occupancy: February 27, 2023**
- **Updated Final Completion: April 21, 2023**

**Total GMP Change = \$161,013.00**

|                                                                             |                        |
|-----------------------------------------------------------------------------|------------------------|
| <b>Fire Station #35 GMP:</b>                                                | <b>\$5,120,847.00</b>  |
| <b>Change Order #001 ODP Deduction:</b>                                     | <b>(\$ 711,954.43)</b> |
| <b>Change Order #002 Relocation of Buyout to GC's &amp; Time Extension:</b> | <b>\$ 0.00</b>         |
| <b>Change Order #003 ODP Deduction:</b>                                     | <b>(\$ 430,485.78)</b> |
| <b>Change Order #004 Additional GC's &amp; Time Extension (Pending):</b>    | <b>\$ 96,394.07</b>    |
| <b>Change Order #005 ROW Modifications:</b>                                 | <b>\$ 161,013.00</b>   |
| <b>Revised GMP Contract Amount:</b>                                         | <b>\$ 4,235,903.86</b> |

**Wharton Smith Approval of Listed Amount(s):**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date





---

**Timeline of ROW Delays:**

On June 30, 2022, Wharton Smith (WSI) submitted RFI #050 regarding conflicts with required clearances between the existing underground utility lines and the locations of the proposed stormwater pipes that were to be installed in the Right-of-Way (ROW).

AVCON performed a site visit on July 28, 2022, to investigate and confirm the feasibility of the proposed solutions in the ROW. A formal response to RFI #050 was provided along with revised drawings on August 1, 2022, with the directive to relocate the stormwater pipe closer to CR 19A in the ROW.

On August 4, 2022, WSI submitted RFI #062 regarding the DS-9 structure, in follow up to the previous discussions with the City of Mount Dora and AOR. On August 18, 2022, the Civil EOR provided a response with the proposed solution of reducing the concrete pipe at this location to a smaller size and changing the M.E.S to a Type C DBI structure which would prevent the costly relocation of the existing water main while still providing the City/County with the desired tie-in structure at the ROW.

WSI contacted the City of Mount Dora and the Civil EOR on August 25, 2022, requesting the ability to pour this structure in place, in lieu of procuring a precast structure. All parties deemed this option acceptable, and the Civil EOR forwarded the request to Lake County on August 26, 2022, for their acceptance/approval prior to proceeding with any pricing or implementation of this additional work. The Civil EOR received an initial response requiring follow up discussions on September 9, 2022. Lake County provided final approval via email response on September 12, 2022. WSI provided Contingency Request #10 for the changes associated with the RFI #062 response.

On October 26, 2022 WSI notified the design team of a steep drop off from the road to the top of the M.E.S. which would create a potentially unsafe roadside condition. The survey confirmed that the storm water pipe had all been installed at the noted elevations on the contract drawings. On November 9, 2022 AVCON provided the drawing revisions to the COMD and WSI for preliminary review. After some final adjustments based on review and input from the precast manufacturer, AVCON submitted the drawings to Lake County for approval on November 22, 2022. On November 29, 2022 WSI walked the ROW conditions on site with a Lake County representative. Comments were provided from the County to AVCON following the site walk requesting some modifications to the proposed changes. On December 2, 2022 Lake county provided approval on the proposed changes. AVCON notified WSI of the approval on December 5, 2022. WSI continued to finalize cost and schedule impacts of the modifications.

After review with the site contractor and precast manufacturer, it is our belief that constructing three (3) cast-in-place boxes will be the most effective method of construction



# CITY OF MOUNT DORA

**Chet Cramer**  
**Construction Project Manager**  
**510 N. Baker Street**  
**Mount Dora, FL 32757**  
**Voice: 352-735-7176**  
**Fax: 352-735-1406**

**E-mail: [cramerch@cityofmoundora.com](mailto:cramerch@cityofmoundora.com)**

as the current lead times on precast stormwater structures is 12 weeks minimum.  
As a result, we are requesting the stated (121) one hundred twenty-one calendar day time extension to the project schedule to reflect a revised Exhibit "H" Attachment 9 – Project Milestones as follows:

| Item | Milestone                      | Original Milestone | Revised Milestone |
|------|--------------------------------|--------------------|-------------------|
| 1    | Substantial Completion         | October 26, 2022   | February 24, 2023 |
| 2    | Owner Occupancy                | November 14, 2022  | February 27, 2023 |
| 3    | Final Certificate of Occupancy | November 13, 2022  | February 24, 2023 |
| 4    | Final Completion               | December 23, 2022  | April 21, 2023    |

**General Conditions associated with the ROW Changes (time included from December 27, 2022 through February 24, 2022):**





# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32767  
Voice: 352-736-7176  
Fax: 352-736-1406  
E-mail: [cramerch@cityofmoundora.com](mailto:cramerch@cityofmoundora.com)

| General Conditions - ROW Changes |                                       |      |      |              |                  |
|----------------------------------|---------------------------------------|------|------|--------------|------------------|
| LINE                             |                                       |      |      | UNIT         | TOTALS           |
| NO                               | DESCRIPTION                           | QTY  | UNIT | PRICE        |                  |
| 1                                | Project Executive                     | 0.83 | mo   | \$ 17,794.40 | \$ 14,784        |
| 2                                | Project Manager                       | 1.27 | mo   | \$ 9,734.40  | \$ 12,356        |
| 3                                | Superintendent                        | 2.08 | mo   | \$ 12,330.93 | \$ 25,611        |
| 4                                | Project Engineer                      | 2.08 | mo   | \$ 7,143.07  | \$ 14,836        |
| 5                                | Project Assistant                     | 0.00 | mo   | \$ -         | \$ -             |
| 6                                | Project Accountant                    | 0.14 | mo   | \$ 6,304.13  | \$ 873           |
| 7                                | Safety Engineer                       | 0.09 | mo   | \$ 8,134.53  | \$ 751           |
| 8                                | Scheduler                             | 0.02 | mo   | \$ 16,350.53 | \$ 378           |
| 9                                | Total Months of Staff                 | 6.51 | mo   |              | \$ -             |
| 10                               |                                       |      |      |              |                  |
| 11                               | <b>Project Staffing Support Costs</b> |      |      |              | \$ -             |
| 12                               | Vehicles                              | 6.51 | mo   | \$ 900.00    | \$ 5,857         |
| 13                               | Fuel                                  | 6.51 | mo   | \$ 500.00    | \$ 3,254         |
| 14                               | Phones                                | 6.51 | mo   | \$ 85.00     | \$ 554           |
| 15                               | Computers for Staff                   | 6.51 | mo   | \$ 100.00    | \$ 651           |
| 16                               |                                       |      |      |              |                  |
| 17                               | <b>Total</b>                          |      |      |              | <b>\$ 79,905</b> |

| Change Order #005 Pricing Table |                              |      |      |              |                   |
|---------------------------------|------------------------------|------|------|--------------|-------------------|
| LINE                            |                              |      |      | UNIT         | TOTALS            |
| NO                              | DESCRIPTION                  | QTY  | UNIT | PRICE        |                   |
| 1                               | General Conditions           | 1.00 | LS   | \$ 79,905.00 | \$ 79,905         |
| 2                               | General Liability            | 0.57 | %    | \$ 905.27    | \$ 905            |
| 3                               | Builders Risk Insurance      | 0.11 | %    | \$ 174.70    | \$ 175            |
| 4                               | Bond                         | 0.70 | %    | \$ 1,111.74  | \$ 1,112          |
| 5                               | Site Subcontractor           | 1.00 | LS   | \$ 57,357.35 | \$ 57,358         |
| 6                               | C.I.P Concrete Subcontractor | 1.00 | LS   | \$ 21,558.78 | \$ 21,558         |
| 7                               | <b>Total</b>                 |      |      |              | <b>\$ 161,013</b> |

Your consideration of this request is greatly appreciated. Please let us know if you have any questions.





**CITY OF  
MOUNT  
DORA**

**Chet Cramer**  
**Construction Project Manager**  
**510 N. Baker Street**  
**Mount Dora, FL 32757**  
**Voice: 352-735-7176**  
**Fax: 352-735-1406**  
**E-mail: [cramerch@cityofmoundora.com](mailto:cramerch@cityofmoundora.com)**

**Sincerely,**

**Jeffery Williams**  
**Project Executive**  
**Wharton-Smith, Inc.**

**CC: Merry Lovern, Executive Assistant to the City Manager**  
**Bert Fonseca, WSI**  
**Duncan Graham, WSI**

**Enclosed:**  
**Mount Dora Fire Station #35 Project Schedule – 12/31/2022**  
**RFI No. 50 and 62**  
**Revised Civil Drawings with Lake County Approval – 12/05/2022**



## Change Order Request

11/23/2022

To: Wharton Smith

Attention: Duncan Gram

Project: Mt. Dora Fire Station

**Description: Provide E inets in swale at ROW and connect pipes as per plan**

Provide fill material in swale at these areas(Dirt) and grade

|                              |         | Unit Cost      | TOTAL              | WSI Internal Equipment Pricing Comparison |
|------------------------------|---------|----------------|--------------------|-------------------------------------------|
| Remob Fee                    |         |                | \$2,500.00         |                                           |
| Labor Cost:                  | 5 Days  | \$2,550        | \$12,750           | Excavator                                 |
| Equipment Cost:              |         |                |                    | Rental: \$6,380                           |
| Excuvator                    | 4 Days  | \$1,850.00     | 7,400.00           | Delivery Fee: \$800                       |
| Loader                       | 5 days  | \$1,550.00     | \$7,750.00         | Fuel: \$250                               |
| Material Cost:               |         |                |                    | Total Est: \$7,430                        |
| 19x30 ERCP                   | 84LF    | \$145.00 LF    | \$12,180.00        | Loader                                    |
| CMP Collar                   | 1       | 500            | \$500              | Rental: \$5,860                           |
| 57 rock                      | 40 tons | \$950.00       | \$950              | Delivery Fee: \$1,500                     |
| Misc Bick & Portland, Fabric | LS      |                | \$2,200            | Fuel: \$415                               |
| Dewatering                   | LS      |                | \$3,500            | Total Est.:\$7,775                        |
| MOT                          | 4 Weeks | \$500.00 Wk    | \$2,000            |                                           |
| Fill Material                | 5 Loads | \$375.00       | \$1,875            |                                           |
|                              |         |                | \$53,605           |                                           |
|                              |         | Sub TOTAL      | \$53,605           |                                           |
|                              |         | 7 % M/U        | \$3,752.35         |                                           |
|                              |         | <b>TOTAL :</b> | <b>\$57,357.35</b> |                                           |

Please provide written direction for work can be scheduled and materials ordered

NOTE: any additional work not noted in this change order is not included or implied

Regards,

Clark Dickson

Project Manager

Allstate Paving & Site Development

Cell 407-509-4566



Ch

Change Order Proposal

43 1st Street Winter Garden, FL 34787 Phone (407) 347-9536

NO. : 1

|                                                     |                    |                           |
|-----------------------------------------------------|--------------------|---------------------------|
| <b>CIVIL:</b>                                       | <b>COMMERCIAL:</b> | <b>INDUSTRIAL:</b>        |
| <b>PROJECT:</b> City of Mount Dora Fire Station #35 | <b>Vendor</b>      | <b>PROJECT NO.:</b>       |
| civil: 0                                            |                    | <b>DATE:</b> 9-Dec-22     |
| Owner: 0                                            |                    | <b>DRAWING NO.:</b>       |
| GC: Wharton Smith                                   |                    | <b>SPEC. SECTION:</b> N/A |
| <b>REFERENCE:</b>                                   | <b>RFP NO.:</b>    | <b>RFI NO.:</b> N/A       |
|                                                     |                    | <b>ELD ORDER NO.:</b>     |
|                                                     |                    | <b>OTHER:</b>             |

Description

Quantity: #1 CIP FDOT Type D DBI, #2 CIP FDOT Type E DBI. per sheet 425-052 email sent by duncan PM 11/22/22. This will be outsourced to another Subcontractor. Any changes to drawings will be increase of change order. 2023 prices are subject to change

#### PRICING INFORMATION

| 1. DIRECT LABOR: | SKILL/TRADE                 | MAN-HOURS | RATE     | COST      |
|------------------|-----------------------------|-----------|----------|-----------|
| DIRECT LABOR     | Carpenter                   | 0 MH      | \$ 41.20 | \$ -      |
| NOTES/ REMARKS   | Carpenter helper            | 0 MH      | \$ 35.50 | \$ -      |
|                  | Labor                       | 0 MH      | \$ 29.40 | \$ -      |
|                  | Working Foreman             | 8 MH      | \$ 44.60 | \$ 356.80 |
|                  | Concrete Finisher           | 0 MH      | \$ 42.20 | \$ -      |
|                  | Reinforcing Steel Installer | 0 MH      | \$ 44.00 | \$ -      |
|                  | Project Manager             | 0 MH      | \$ 68.00 | \$ -      |
|                  | Surveyor/ Layout            | 0 MH      | \$ 72.00 | \$ -      |
|                  | <b>SUBTOTAL (1)</b>         |           |          | \$ 356.80 |

| 2. MATERIALS   | DESCRIPTION                       | QUANTITY | UNIT PRICE  | COST |
|----------------|-----------------------------------|----------|-------------|------|
| NOTES/ REMARKS | Concrete                          | 0.00 QTY | \$ 124.00   | \$ - |
|                | Reinforcement Rebar / Tag, Bundle | 0 TON    | \$ 1,200.00 | \$ - |
|                | Plywood Material 4x8 sheets       | 0 QTY    | \$ 2.50     | \$ - |
|                | Soil Treatment                    | 0 SF     | \$ 0.19     | \$ - |
|                | Vapor Barrier                     | 0 SF     | \$ 0.24     | \$ - |
|                | Short load fee less than 7CY      | 0 QTY    | \$ 350.00   | \$ - |
|                | 2x6x16 Material                   | 0 QTY    | \$ 11.57    | \$ - |
|                | Scupper                           | 0 QTY    | \$ 285.00   | \$ - |
|                | Epoxy 200                         | 0 QTY    | \$ 65.75    | \$ - |
|                | Engineering                       | 0 LS     | \$ -        | \$ - |
|                |                                   |          | LS          | \$ - |
|                | <b>SUBTOTAL (2)</b>               |          |             | \$ - |

| 3. EQUIPMENT   | DESCRIPTION                            | QUANTITY | UNIT PRICE  | COST      |
|----------------|----------------------------------------|----------|-------------|-----------|
| NOTES/ REMARKS | Mini Excavator                         | 0 WK     | \$ 827.00   | \$ -      |
|                | Forklift 6k 42' Reach                  | 0 WK     | \$ 1,105.00 | \$ -      |
|                | Man Lift 60' reach                     | 0 WK     | \$ 1,200.00 | \$ -      |
|                | Skid Steer 1900lb T590                 | 0 WK     | \$ 1,120.00 | \$ -      |
|                | Plate Compactor                        | 0 WK     | \$ 270.00   | \$ -      |
|                | Power Buggy                            | 0 WK     | \$ 920.00   | \$ -      |
|                | Light Towers                           | 0 WK     | \$ 430.00   | \$ -      |
|                | Scissor Lift                           | 0 WK     | \$ 320.00   | \$ -      |
|                | Air Compressor /Hose /Blow Pipe        | 0 WK     | \$ 700.00   | \$ -      |
|                | Concrete Pump                          | 0 HR     | \$ 450.00   | \$ -      |
|                | Bonds and Insurance 1.5% if Bonded Job |          | LS          | See Below |
|                | <b>SUBTOTAL (2)</b>                    |          |             | \$ -      |

| FEE STRUCURE    | NAME               | DESCRIPTION OF WORK | COST                |
|-----------------|--------------------|---------------------|---------------------|
|                 |                    | % Tax               |                     |
| 1. Direct Labor | \$ 356.80          | 6.5%                | \$ 23.19            |
| 2. Material     | \$ -               | 6.5%                | \$ -                |
| 3. Quote        | \$ 18,561.00       | 6.5%                | \$ 1,206.47         |
|                 |                    | 10% OHP             | \$ 1,410.32         |
|                 | BOND IF BONDED JOB |                     | \$ -                |
|                 | <b>VMG TOTAL</b>   |                     | <b>\$ 21,557.78</b> |

VMG\FORMS\CONS.



# Proposal



Phone: (407) 960-4032  
 Email: Bids@dacginc.com

**Proposal:** 2022227  
**Date:**

| To:                                                                                      | Project:                                                                           |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| VMG Construction, Inc<br>Attn: Alan Sandoval<br>43 1st Street<br>Winter Garden, FL 34787 | CIP Structure for City of Mount Dora<br>3201 N Highway 19a<br>Mount Dora, FL 32757 |

| Salesperson     |  |  |
|-----------------|--|--|
| DACG Estimating |  |  |

## Scope of Work

DACG Inc. is pleased to present you with this proposal for the construction services for install CIP storm structures. Our proposal is based upon Information provided by VMG Construction, Inc and FDOT FY 2033-24 Stantard Plans.

### Inclusions:

- Temporary protection of work area.
- Tools, equipment and materials.
- Safety measures during construction operations.
- Form, place and finish 1 type D CIP structure per plans.
- Form, place and finish 2 type E CIP structures per plans.
- Grates and angles included.
- Rebar, concrete, manpower and material to complete CIP structure.

### We have also included the following:

- Normal working hours. 7 AM till 3:30 PM.
- Any and all access equipment.
- Tools, equipment, and fuel necessary to complete the work described herein.

## Exclusions

- MOT.
- Dewatering or Well pointing.
- Electrical, mechanical and/or plumbing work, except if noted above.
- Any work not specified above.
- SWPPP report and temporary storm water drainage or ponds.
- Import of infill material.
- No unsuitable, hazardous materials management and/or removal.
- Irrigation repair or replace.
- Tree trimming or demo.
- Tree warranty cannot be provided for trees next to trench excavation, should roots be affected.
- Any unforeseen circumstances discovered while working on the site. Additional work to what is described above, will be added to contract via Change Order.

# Proposal



Phone: (407) 960-4032  
 Email: Bids@dacginc.com

**Proposal:** 2022227  
**Date:**

| To:                                                                                      | Project:                                                                           |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| VMG Construction, Inc<br>Attn: Alan Sandoval<br>43 1st Street<br>Winter Garden, FL 34787 | CIP Structure for City of Mount Dora<br>3201 N Highway 19a<br>Mount Dora, FL 32757 |

| Salesperson     |  |  |
|-----------------|--|--|
| DACG Estimating |  |  |

| Reference                | Description                                                                                  | Quantity | UOM | Unit Price | Extended Price   |
|--------------------------|----------------------------------------------------------------------------------------------|----------|-----|------------|------------------|
| <b>03 Concrete</b>       |                                                                                              |          |     |            |                  |
|                          | 01 - SP type D inlet, 5'-5"x 4' 5" x 5'-6", 4000 psi PRPM, #4 @ 12" ew, chamfer 1x. grate.   | 1.0000   | EA  | 6,366.18   | 6,366.18         |
|                          | 02 - SP type E inlet, 5'-10"x 4'- 4" x 4'-0", 4000 psi PRPM, #4 @ 12" ew, chamfer 1x. grate. | 2.0000   | EA  | 6,097.41   | 12,194.82        |
| <b>Total 03 Concrete</b> |                                                                                              |          |     |            | <b>18,561.00</b> |

|                        |                  |
|------------------------|------------------|
| <b>Proposal Total:</b> | <b>18,561.00</b> |
|------------------------|------------------|

| Acceptance   |       |
|--------------|-------|
| Accepted by: | _____ |
| Title:       | _____ |
| Date:        | _____ |

# Mount Dora Fire Station #35

## RFI 050





## REQUEST FOR INFORMATION

|                   |                                        |                     |              |
|-------------------|----------------------------------------|---------------------|--------------|
| <b>Date:</b>      | 06/30/2022                             | <b>RFI #:</b>       | 050          |
| <b>To:</b>        | ADG ARCHITECTURE, LLC                  | <b>Required by:</b> | 07/07/2022   |
| <b>Attention:</b> | Hector Caraballo                       | <b>Phone:</b>       | 407-647-1706 |
| <b>Project:</b>   | City of Mount Dora FS 95               | <b>Project #:</b>   | 21-147       |
| <b>By:</b>        | John Shaw, Project Engineer Technician |                     |              |

|                 |              |
|-----------------|--------------|
| <b>Subject:</b> | ROW Conflict |
| <b>Ref:</b>     | C-901A       |

### Information Request / Description:

Per previous discussions between AVCON / WSI / ADG and COMD there are conflicts between the existing utilities and the locations of storm water pipe to be installed in the ROW. Please reference the attached mark-up and advise how we are to proceed with the work in the ROW.

### Suggestion:

### Dialog/Attachment:

- RFI 050 - ROW Markup

### Stormwater Pond Outfall Pipe

The existing force main and water main located in the right-of-way, as they currently exist, are in direct conflict with the proposed 24" storm pipe that serves as the outfall conveyance for the stormwater ponds. The 24" storm pipe was designed so that the end of the pipe that has a M.E.S. (DS-9) proposed to be constructed with the FS35 improvements would be constructed in a location that it could easily connect to a future structure (S-200) that is proposed on the Lake County Eudora roundabout road improvements. This was a condition of approval from Lake County. The future structure (S-200), according to the plans provided by Lake County, is proposed to be constructed with a top elevation of 82.27' and a south invert elevation of 77.27'.

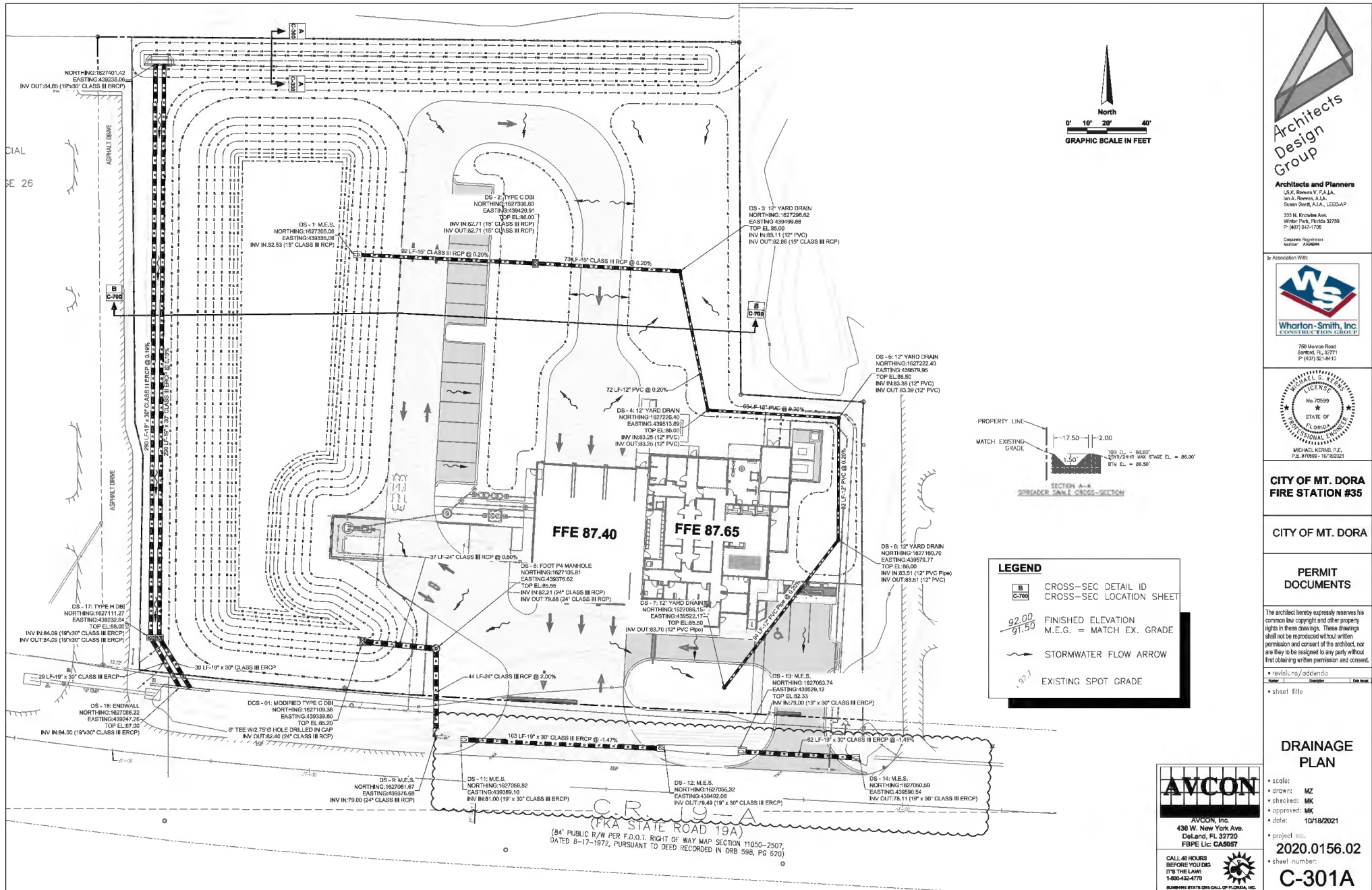
Discussions held at the OAC meeting between AVOCN and Wharton Smith indicated that we would look at raising the storm pipe up to avoid the conflict with the force main and water main. Based on the information collected from the Lake County roadway improvements, revising the storm pipe's elevation is not a feasible solution to avoiding the conflicts.

Another solution was to evaluate the possibility to relocate the outfall structure (DCS-01) to the west side of the pond and connect the outfall pipe into structure DS-17. This option is not a feasible solution because the elevations of the pipes that connect into structure DS-17 are 2' higher than the elevation of the pipe that is connected to DSC-01.

The only real feasible solution to solve the utility conflict issue is to relocate both the force main and water main below the storm pipe. There shall be at least 12" of separation between the utilities and the storm pipe. Please refer to the attached cross-section for a graphical representation of the resolution to the conflict.

### Driveway Culverts

As discussed at the OAC meeting, the proposed 19" x 30" storm pipes that traverse both driveway connections conflict with the existing water main located in the ROW. The two (2) 19" x 30" driveway culverts, located beneath each driveway apron, are to be shifted to the south (approximately 1-2') to create a horizontal separation distance of at least 1-foot.



**Architects and Planners**  
 J.A.K. Roberts V. F.A.I.A.  
 J.A.K. Roberts V. F.A.I.A.  
 Susan Galt, A.I.A., LEED AP  
 333 N. Krome Ave.  
 Winter Park, Florida 32789  
 P: (407) 847-1706  
 Corporate Representation  
 Member: AIA/Florida



750 Monroe Road  
 Sanford, FL 32771  
 P: (407) 321-9410



**CITY OF MT. DORA**  
**FIRE STATION #35**

**CITY OF MT. DORA**

**PERMIT DOCUMENTS**

The architect hereby expressly reserves his common law copyright and other property rights in these drawings. These drawings shall not be reproduced without written permission and consent of the architect, nor are they to be assigned to any party without first obtaining written permission and consent.

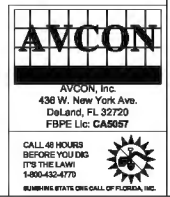
• revisions/addenda  
 Number Completion Date  
 • sheet title

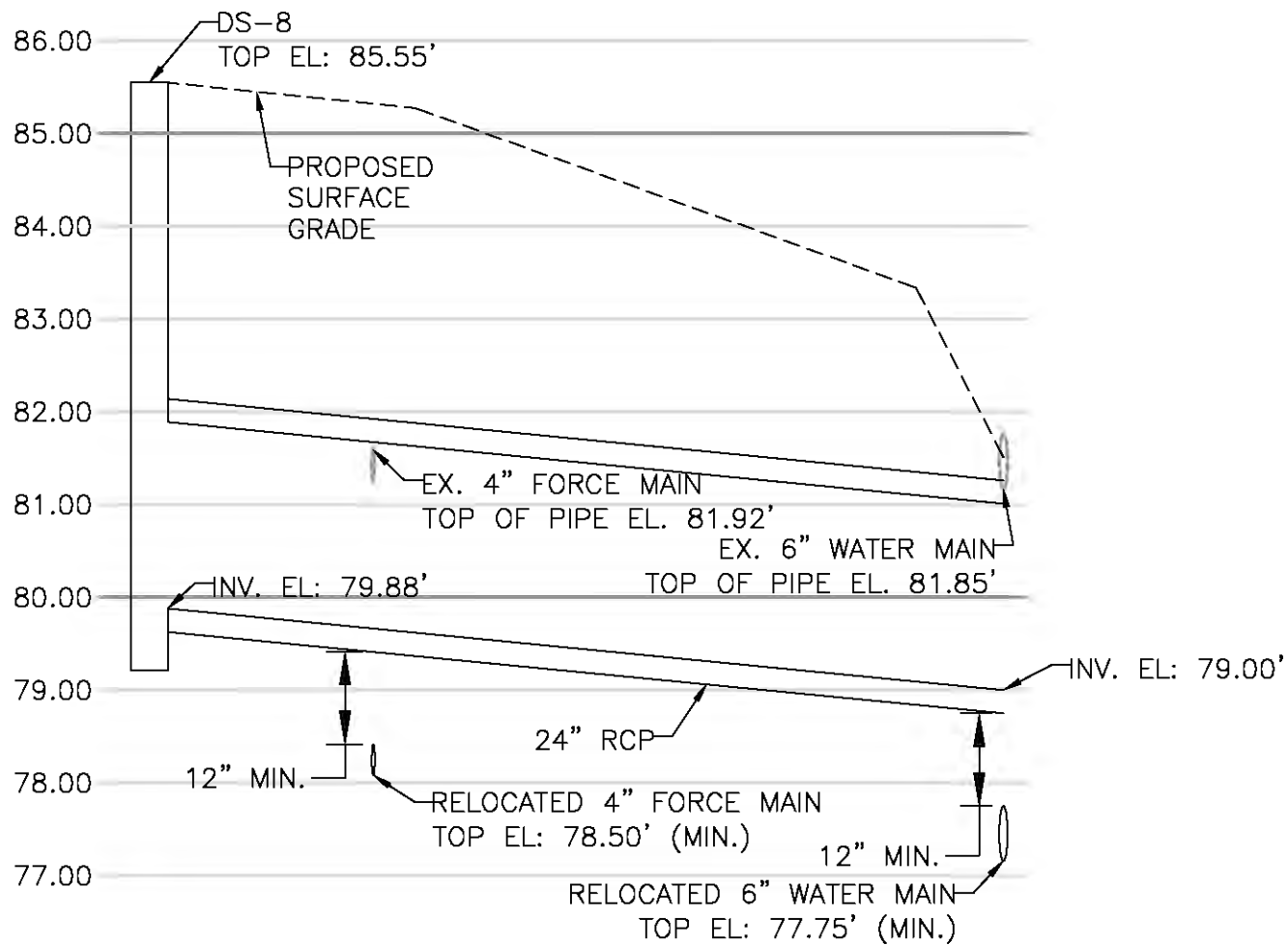
**DRAINAGE PLAN**

• scale:  
 • drawn: MZ  
 • checked: MK  
 • approved: MK  
 • date: 10/18/2021

• project #:  
 2020.0156.02  
 • sheet number:

**C-301A**





### RFI #50 - OUTFALL PIPE CROSS-SECTION

N.T.S.

# Mount Dora Fire Station #35

## RFI 062



## REQUEST FOR INFORMATION

|                   |                           |                     |              |
|-------------------|---------------------------|---------------------|--------------|
| <b>Date:</b>      | 08/04/2022                | <b>RFI #:</b>       | 062          |
| <b>To:</b>        | ADG ARCHITECTURE, LLC     | <b>Required by:</b> | 08/11/2022   |
| <b>Attention:</b> | Hector Caraballo          | <b>Phone:</b>       | 407-647-1706 |
| <b>Project:</b>   | City of Mount Dora FS 35  | <b>Project #:</b>   | 21-147       |
| <b>By:</b>        | John Shaw, Field Engineer |                     |              |

|                 |                        |
|-----------------|------------------------|
| <b>Subject:</b> | DS-9 ROW RCP Follow Up |
| <b>Ref:</b>     | C-301A                 |

### Information Request / Description:

In follow up to the RFI 050 response, a meeting was held on site between WSI, the site contractor, and the City of Mount Dora Utilities, to discuss concerns related to the relocation of the existing utility lines in the ROW at DS-9. To mitigate cost impact and risk of relocating the existing utility lines, it was proposed to change the 24" RCP pipe to either 19' x 30" ERCP or 18" RCP to provide adequate clearance between the new storm water line and existing utilities, and prevent having to reroute any existing lines. Please see the attached sketch with proposed solutions and advise.

### Suggestion:

### DialogAttachment:

- RFI 062 - DS-9 ROW RCP Follow Up\_markup  
<https://redteam.link/u5nudzd>

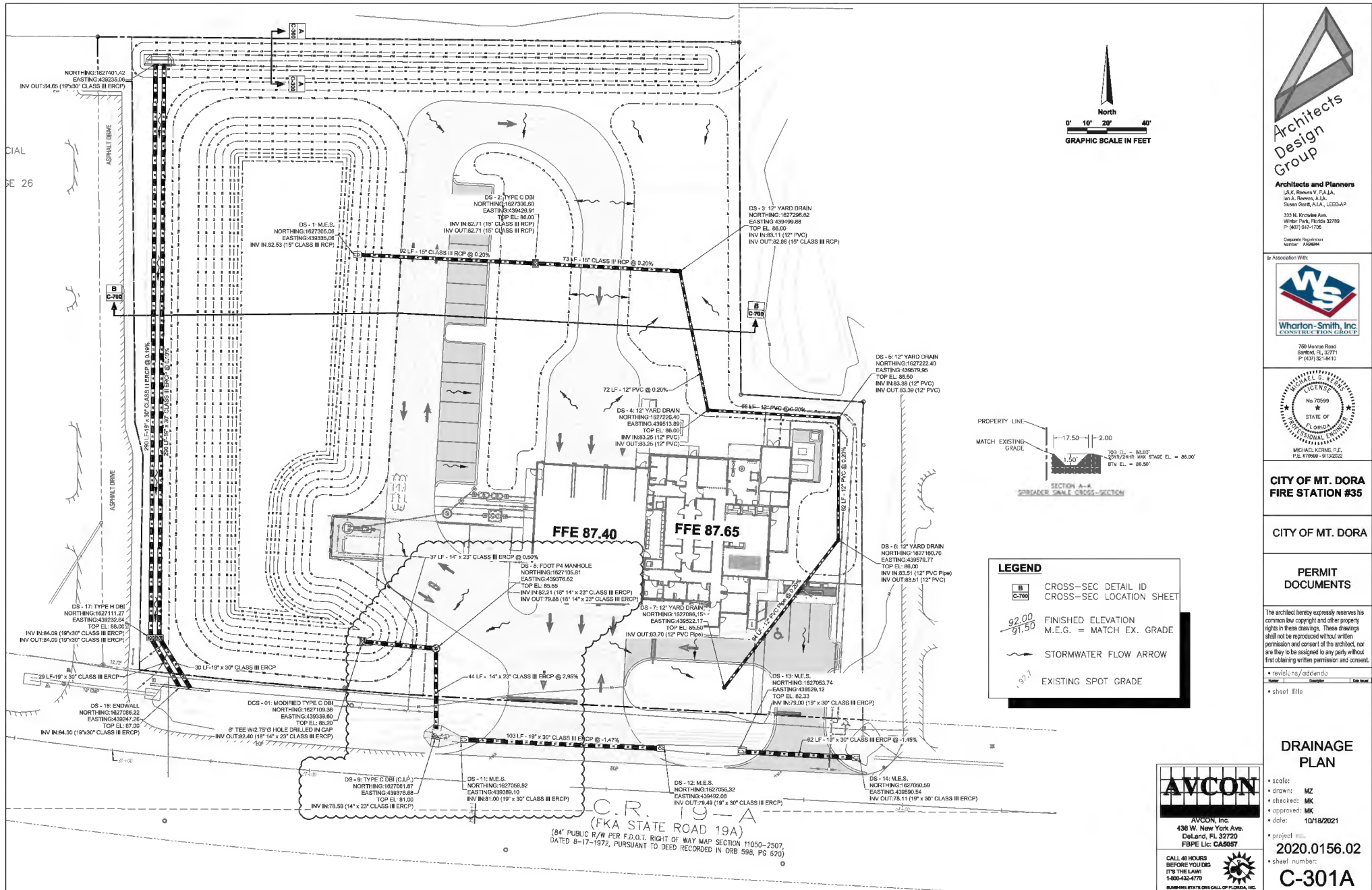
The drainage system has been revised to accommodate the request to mitigate the cost and risk associated with relocating the existing utilities located in the R-O-W. As a result, a revised design was coordinated between the contractor, design team, city & county staff.

The attached revised design reflects discussions between all parties and includes, but not limited to, changing the drainage pipe sizes, adding a cast-in-place structure (instead of a MES in the ROW), and concrete erosion control measures.

Refer to the attached documents for additional information.

Mike Zaffuto  
AVCON, INC.  
9/14/2022

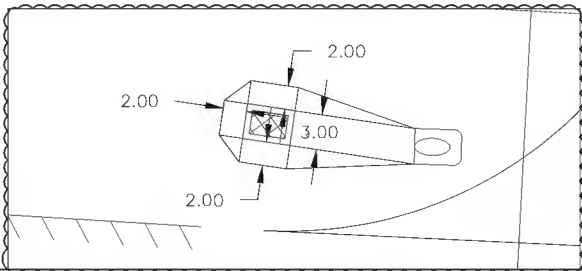
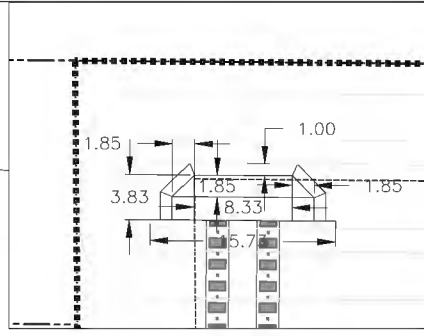
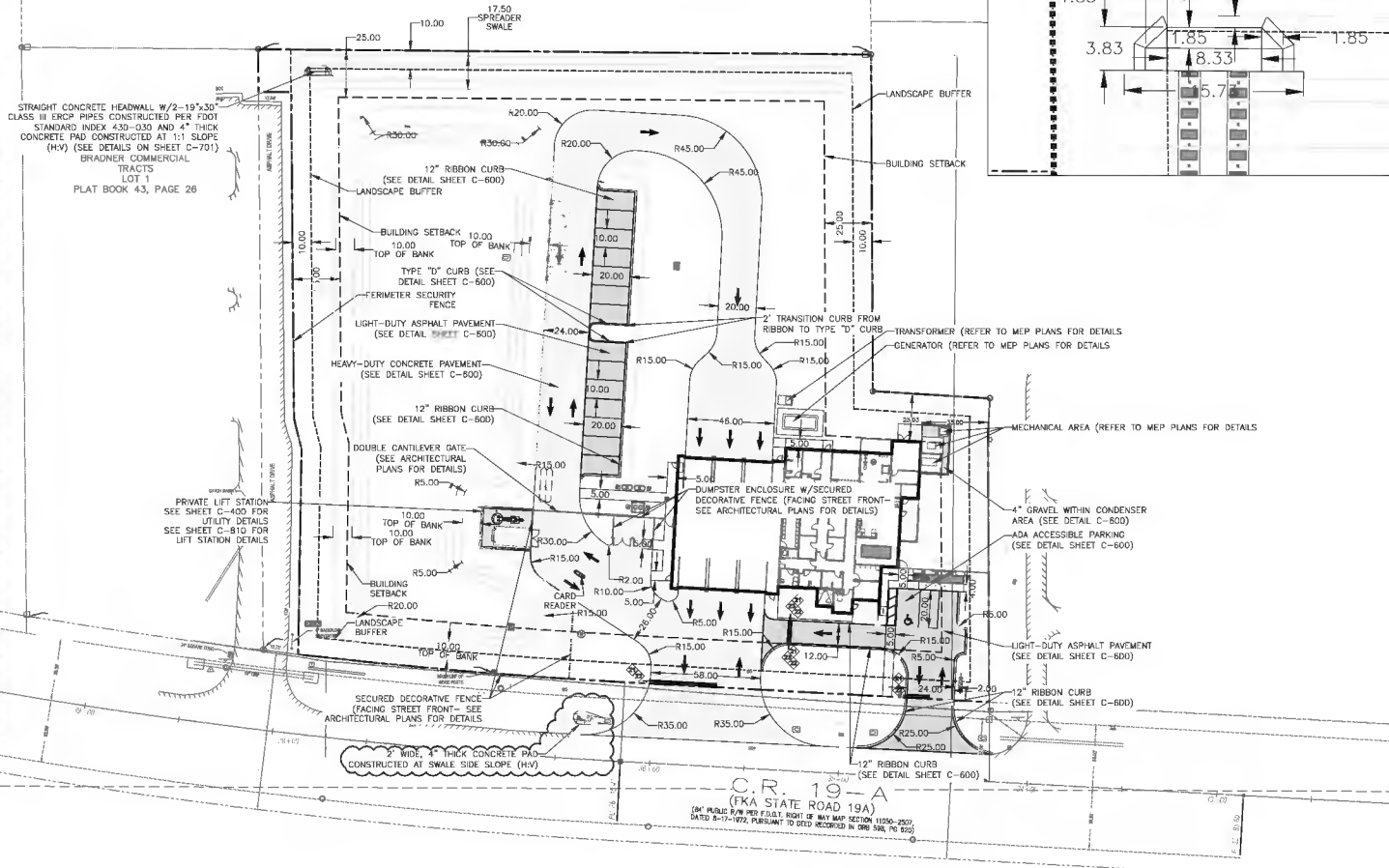
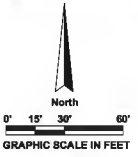




| LEGEND |                                         |
|--------|-----------------------------------------|
|        | LIGHT-DUTY CONCRETE PAVEMENT / SIDEWALK |
|        | HEAVY-DUTY CONCRETE PAVEMENT            |
|        | WHEELSTOP                               |
|        | SINGLE-COLUMN SIGN                      |
|        | PROPERTY LINE                           |

| KEYNOTE LEGEND: |                            |
|-----------------|----------------------------|
|                 | STOP SIGN (30"x30") (R1-1) |
|                 | 24" STOP BAR               |
|                 | "DO NOT ENTER" SIGN        |

| SITE DATA                                 |                                           |
|-------------------------------------------|-------------------------------------------|
| PARCEL INFORMATION                        |                                           |
| PARCEL ID#                                | 28-17-18-001-000-0000                     |
| OWNER                                     | CITY OF MOUNT DORA                        |
| PROPERTY ADDRESS                          | 3300 NORTH HWY 19-A                       |
| MUNICIPALITY                              | MOUNT DORA, FL                            |
| CLAYTON ZONING                            | C-2A, C-3                                 |
| FUTURE LAND USE                           | PERIPHERAL COMMERCIAL, HIGHWAY COMMERCIAL |
| ADJACENT ZONING                           | C-2A, C-3                                 |
| ADJACENT FUTURE LAND USE                  | PERIPHERAL COMMERCIAL, HIGHWAY COMMERCIAL |
| TERMINAL FLOOD ZONE                       | ZONE "A" (MAP PANEL 130600358)            |
| LAND USE CALCULATIONS                     |                                           |
| PROPOSED AREA                             | 111,259 SF = 2.554 AC.                    |
| EXISTING LAND USE                         | 8089-VOLUNTARY GOVERNMENT/MUNICIPAL       |
| PROPOSED LAND USE                         | FIRE STATION #35                          |
| AREA CALCULATIONS                         |                                           |
| EXISTING IMPERVIOUS AREA                  | 32,815 SF = 0.753 AC (29.48%)             |
| EXISTING PAVEMENT AREA                    | 78,444 SF = 1.801 AC (70.52%)             |
| PROPOSED IMPERVIOUS AREA                  | 35,739 SF = 0.820 AC (32.12%)             |
| PROPOSED PAVEMENT AREA                    | 75,778 SF = 1.734 AC (67.88%)             |
| PARKING CALCULATIONS                      |                                           |
| PUBLIC PARKING SPACES PROVIDED            | 2 REGULAR SPACES / 1 ADA SPACE            |
| PRIVATE/PERMITTED PARKING SPACES PROVIDED | 14 REGULAR SPACES                         |
| BUILDING DATA                             |                                           |
| BUILDING AREA                             | 9,142 SF                                  |
| BUILDING HEIGHT                           | 8' - 24'                                  |
| MAX. FLOOR AREA RATIO (FAR)               | 0.35                                      |
| MIN. FLOOR AREA RATIO (FAR)               | 9,142 SF / 111,259 SF = 0.08              |



**Architects and Planners**  
 L.S.K. Reeves V, F.A.A.  
 Lori A. Reeves, A.A.  
 Susan Garth, A.A., LEEDCAP  
 333 N. Kyndale Ave.  
 Winter Park, Florida 32789  
 P: (407) 947-1708



750 Morris Road  
 Sanford, FL 32771  
 P: (407) 321-9415



**CITY OF MT. DORA  
 FIRE STATION #35**

**CITY OF MT. DORA**

**PERMIT  
 DOCUMENTS**

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| revisions/addenda |             |
|-------------------|-------------|
| Number            | Complete    |
| 1                 | sheet title |

**SITE &  
 GEOMETRY  
 PLAN**

|           |            |
|-----------|------------|
| scale:    | 1" = 40'   |
| drawn:    | MZ         |
| checked:  | MM         |
| approved: | MM         |
| date:     | 10/18/2021 |

project no.  
**2020.0156.02**

sheet number:  
**C-200A**

**AVCON**  
 AVCON, Inc.  
 438 W. New York Ave.  
 Deland, FL 32720  
 FBPE Lic: CA5057

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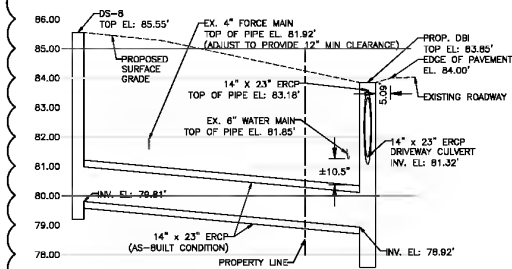
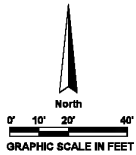
FLORIDA DEPARTMENT OF TRANSPORTATION

# Mount Dora Fire Station #35

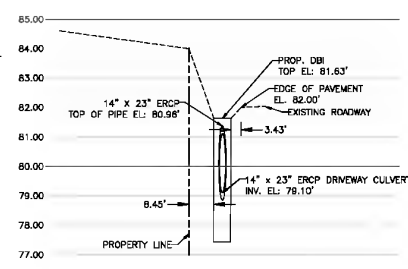
## Revised Civil Drawings with Lake County Approval 12/05/22



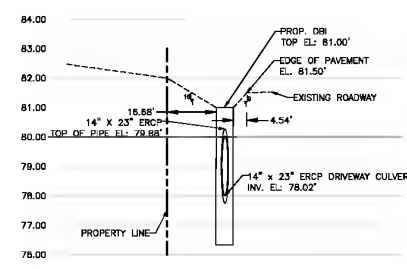




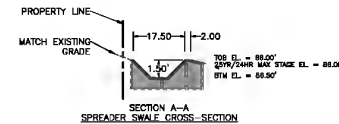
**DS-9 CROSS-SECTION**  
SCALE: HORIZONTAL: 1" = 20'  
VERTICAL: 1" = 2'



**DS-12 CROSS-SECTION**  
SCALE: HORIZONTAL: 1" = 20'  
VERTICAL: 1" = 2'

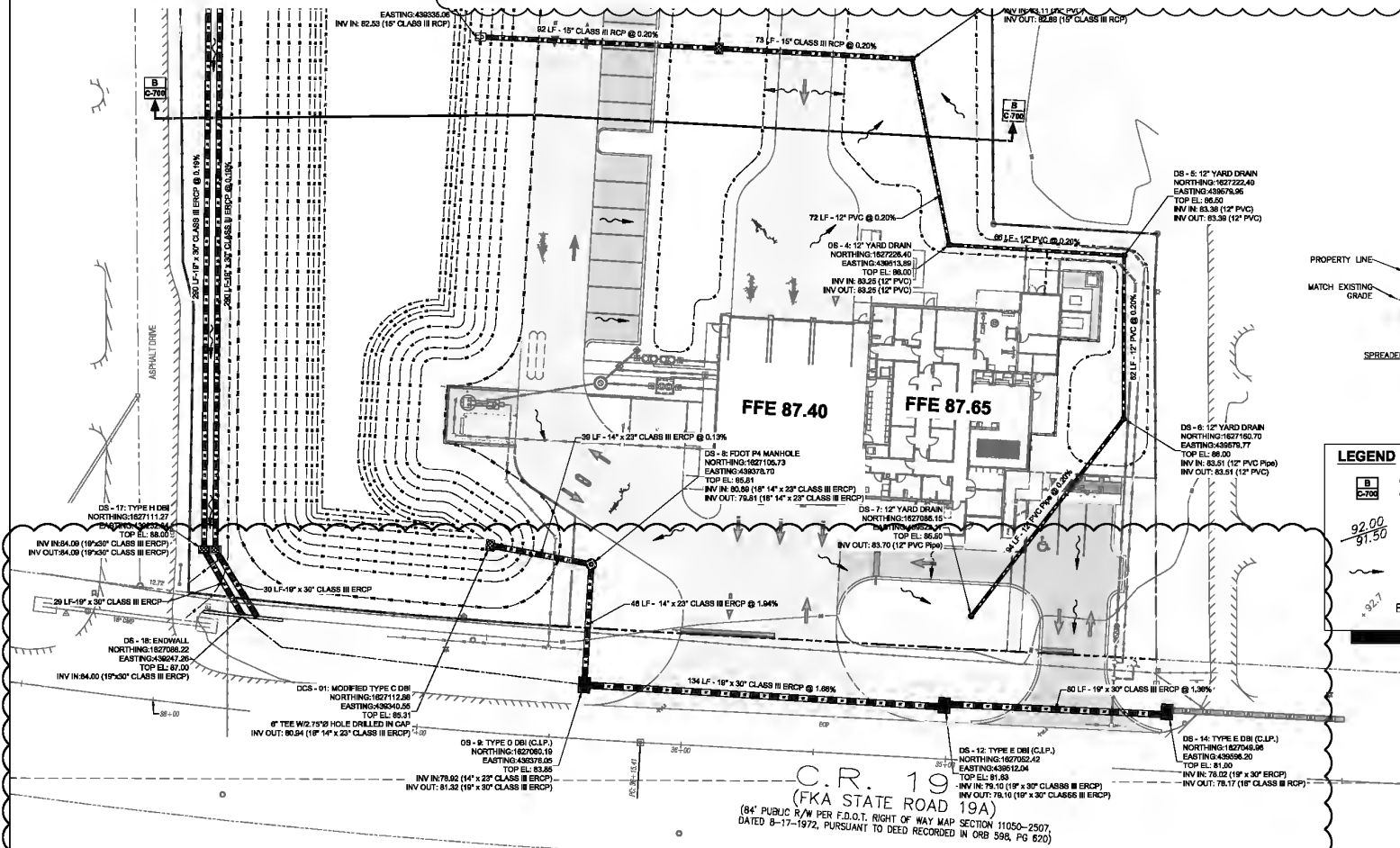


**DS-14 CROSS-SECTION**  
SCALE: HORIZONTAL: 1" = 20'  
VERTICAL: 1" = 2'



**LEGEND**

- CROSS-SEC DETAIL ID
- CROSS-SEC LOCATION SHEET
- FINISHED ELEVATION
- M.E.G. = MATCH EX. GRADE
- STORMWATER FLOW ARROW
- EXISTING SPOT GRADE



**C.R. 19**  
(FKA STATE ROAD 19A)  
(84' PUBLIC R/W PER F.O.D.T. RIGHT OF WAY MAP SECTION 11050-2507,  
DATED 8-17-1972, PURSUANT TO DEED RECORDED IN ORB 598, PG 620)

**AVCON**  
AVCON, Inc.  
438 W. New York Ave.  
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FBPE Lic. CA5087

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**Architects Design Group**  
Architects and Planners  
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Teri A. Reeves, AIA  
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P: (407) 847-1708  
Corporate Registration  
Number: A000000

**Wharton-Smith, Inc.**  
CONSTRUCTION GROUP  
750 Main St. Road  
Burlington, FL 32711  
P: (407) 251-6410

**Michael G. Kerns**  
No. 70988  
STATE OF  
FLORIDA  
PROFESSIONAL ENGINEER  
MICHAEL KERNS, P.E.  
P.E. #0008 - 10010002

**CITY OF MT. DORA  
FIRE STATION #36**

**CITY OF MT. DORA**

**PERMIT  
DOCUMENTS**

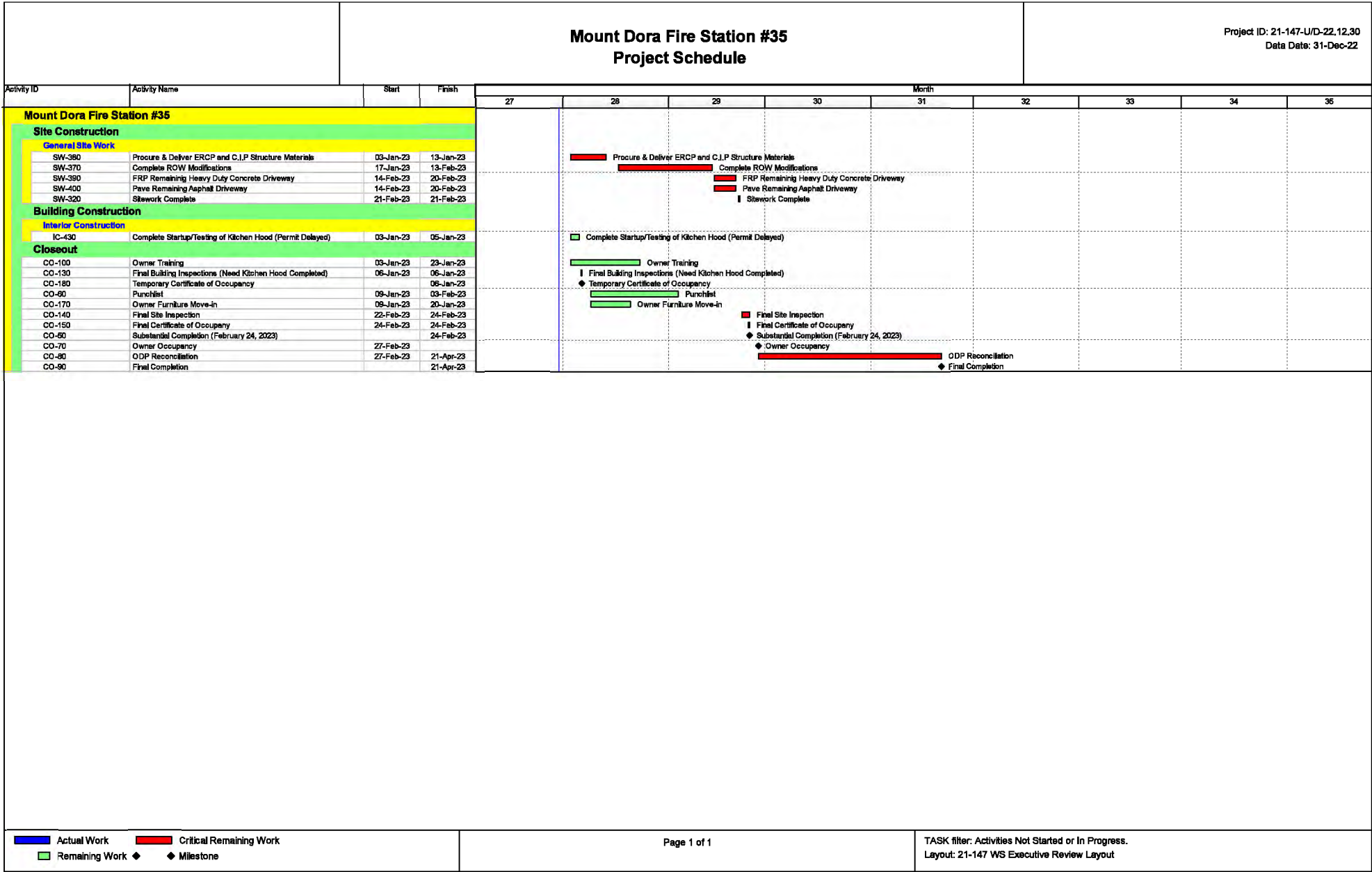
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• revisions/advance  
• sheet title

**DRAINAGE  
PLAN**

• scale:  
• drawn: MZ  
• checked: MK  
• approved: MK  
• date: 10/18/2021

• project no.  
**2020.0156.02**  
• sheet number:  
**C-301A**







# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406

E-mail: [cramerc@cityofmoundora.com](mailto:cramerc@cityofmoundora.com)

January 3, 2023

To: Chet Cramer, Construction Project Manager  
City of Mount Dora-Construction Department  
510 N. Baker Street  
Mount Dora, FL 32757

From: Jeffery Williams, Project Executive  
Wharton Smith, Inc.  
750 Monroe Road  
Sanford, FL 32771

RE: **City of Mount Dora FS35 Purchase Order No.: 220052 Change Order Request #005**

Dear Chet,

In accordance with the contract requirements to the above referenced Project, this correspondence will serve as our formal request as the Construction Manager at Risk (CMAR) for change order in the amount of \$ 161,013 and (121) one hundred twenty-one additional calendar days in order to complete the modifications to the stormwater system in the right-of-way. A history of the ROW changes is included below along with a breakdown of the associated costs:

Revised Milestone Dates:

- **Updated Substantial Completion: February 24, 2023**
- **Updated Final Certificate of Occupancy: February 24, 2023**
- **Updated Owner Occupancy: February 27, 2023**
- **Updated Final Completion: April 21, 2023**

**Total GMP Change = \$161,013.00**

|                                                                             |                        |
|-----------------------------------------------------------------------------|------------------------|
| <b>Fire Station #35 GMP:</b>                                                | <b>\$5,120,847.00</b>  |
| <b>Change Order #001 ODP Deduction:</b>                                     | <b>(\$ 711,954.43)</b> |
| <b>Change Order #002 Relocation of Buyout to GC's &amp; Time Extension:</b> | <b>\$ 0.00</b>         |
| <b>Change Order #003 ODP Deduction:</b>                                     | <b>(\$ 430,485.78)</b> |
| <b>Change Order #004 Additional GC's &amp; Time Extension (Pending):</b>    | <b>\$ 99,388.00</b>    |
| <b>Change Order #005 ROW Modifications:</b>                                 | <b>\$ 161,013.00</b>   |
| <b>Revised GMP Contract Amount:</b>                                         | <b>\$ 4,238,807.79</b> |

**Wharton Smith Approval of Listed Amount(s):**

  
\_\_\_\_\_  
**Authorized Signature**



# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406

E-mail: [cramerc@cityofmoundora.com](mailto:cramerc@cityofmoundora.com)

1/3/23  
Date

## **Timeline of ROW Delays:**

On June 30, 2022, Wharton Smith (WSI) submitted RFI #050 regarding conflicts with required clearances between the existing underground utility lines and the locations of the proposed stormwater pipes that were to be installed in the Right-of-Way (ROW).

AVCON performed a site visit on July 28, 2022, to investigate and confirm the feasibility of the proposed solutions in the ROW. A formal response to RFI #050 was provided along with revised drawings on August 1, 2022, with the directive to relocate the stormwater pipe closer to CR 19A in the ROW.

On August 4, 2022, WSI submitted RFI #062 regarding the DS-9 structure, in follow up to the previous discussions with the City of Mount Dora and AOR. On August 18, 2022, the Civil EOR provided a response with the proposed solution of reducing the concrete pipe at this location to a smaller size and changing the M.E.S to a Type C DBI structure which would prevent the costly relocation of the existing water main while still providing the City/County with the desired tie-in structure at the ROW.

WSI contacted the City of Mount Dora and the Civil EOR on August 25, 2022, requesting the ability to pour this structure in place, in lieu of procuring a precast structure. All parties deemed this option acceptable, and the Civil EOR forwarded the request to Lake County on August 26, 2022, for their acceptance/approval prior to proceeding with any pricing or implementation of this additional work. The Civil EOR received an initial response requiring follow up discussions on September 9, 2022. Lake County provided final approval via email response on September 12, 2022. WSI provided Contingency Request #10 for the changes associated with the RFI #062 response.

On October 26, 2022 WSI notified the design team of a steep drop off from the road to the top of the M.E.S. which would create a potentially unsafe roadside condition. The survey confirmed that the storm water pipe had all been installed at the noted elevations on the contract drawings. On November 9, 2022 AVCON provided the drawing revisions to the COMD and WSI for preliminary review. After some final adjustments based on review and input from the precast manufacturer, AVCON submitted the drawings to Lake County for approval on November 22, 2022. On November 29, 2022 WSI walked the ROW conditions on site with a Lake County representative. Comments were provided from the County to AVCON following the site walk requesting some modifications to the proposed changes. On December 2, 2022 Lake county provided approval on the proposed changes. AVCON notified WSI of the approval on December 5, 2022. WSI continued to finalize cost and schedule impacts of the modifications.



After review with the site contractor and precast manufacturer, it is our belief that constructing three (3) cast-in-place boxes will be the most effective method of construction as the current lead times on precast stormwater structures is 12 weeks minimum. As a result, we are requesting the stated (121) one hundred twenty-one calendar day time extension to the project schedule to reflect a revised Exhibit "H" Attachment 9 – Project Milestones as follows:

| Item | Milestone                      | Original Milestone | Revised Milestone |
|------|--------------------------------|--------------------|-------------------|
| 1    | Substantial Completion         | October 26, 2022   | February 24, 2023 |
| 2    | Owner Occupancy                | November 14, 2022  | February 27, 2023 |
| 3    | Final Certificate of Occupancy | November 13, 2022  | February 24, 2023 |
| 4    | Final Completion               | December 23, 2022  | April 21, 2023    |





# CITY OF MOUNT DORA

Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32767  
Voice: 352-735-7176  
Fax: 352-735-1406  
E-mail: [cramerch@cityofmoundora.com](mailto:cramerch@cityofmoundora.com)

## General Conditions associated with the ROW Changes (time included from December 27, 2022 through February 24, 2022):

| General Conditions - ROW Changes |                                |      |      |              |           |
|----------------------------------|--------------------------------|------|------|--------------|-----------|
| LINE                             |                                |      |      | UNIT         | TOTALS    |
| NO                               | DESCRIPTION                    | QTY  | UNIT | PRICE        |           |
| 1                                | Project Executive              | 0.83 | mo   | \$ 17,794.40 | \$ 14,784 |
| 2                                | Project Manager                | 1.27 | mo   | \$ 9,734.40  | \$ 12,356 |
| 3                                | Superintendent                 | 2.08 | mo   | \$ 12,330.93 | \$ 25,611 |
| 4                                | Project Engineer               | 2.08 | mo   | \$ 7,143.07  | \$ 14,836 |
| 5                                | Project Assistant              | 0.00 | mo   | \$ -         | \$ -      |
| 6                                | Project Accountant             | 0.14 | mo   | \$ 6,304.13  | \$ 873    |
| 7                                | Safety Engineer                | 0.09 | mo   | \$ 8,134.53  | \$ 751    |
| 8                                | Scheduler                      | 0.02 | mo   | \$ 16,350.53 | \$ 378    |
| 9                                | Total Months of Staff          | 6.51 | mo   |              | \$ -      |
| 10                               |                                |      |      |              |           |
| 11                               | Project Staffing Support Costs |      |      |              | \$ -      |
| 12                               | Vehicles                       | 6.51 | mo   | \$ 900.00    | \$ 5,857  |
| 13                               | Fuel                           | 6.51 | mo   | \$ 500.00    | \$ 3,254  |
| 14                               | Phones                         | 6.51 | mo   | \$ 85.00     | \$ 554    |
| 15                               | Computers for Staff            | 6.51 | mo   | \$ 100.00    | \$ 651    |
| 16                               |                                |      |      |              |           |
| 17                               | Total                          |      |      |              | \$ 79,905 |

| Change Order #005 Pricing Table |                              |      |      |              |            |
|---------------------------------|------------------------------|------|------|--------------|------------|
| LINE                            |                              |      |      | UNIT         | TOTALS     |
| NO                              | DESCRIPTION                  | QTY  | UNIT | PRICE        |            |
| 1                               | General Conditions           | 1.00 | LS   | \$ 79,905.00 | \$ 79,905  |
| 2                               | General Liability            | 0.57 | %    | \$ 905.27    | \$ 905     |
| 3                               | Builders Risk Insurance      | 0.11 | %    | \$ 174.70    | \$ 175     |
| 4                               | Bond                         | 0.70 | %    | \$ 1,511.78  | \$ 1,112   |
| 5                               | Site Subcontractor           | 1.00 | LS   | \$ 57,357.35 | \$ 57,358  |
| 6                               | C.I.P Concrete Subcontractor | 1.00 | LS   | \$ 21,557.78 | \$ 21,558  |
| 7                               | Total                        |      |      |              | \$ 161,013 |



**CITY OF  
MOUNT  
DORA**

**Chet Cramer  
Construction Project Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406**

**E-mail: [cramerch@cityofmoundora.com](mailto:cramerch@cityofmoundora.com)**

---

**Your consideration of this request is greatly appreciated. Please let us know if you have any questions.**

**Sincerely,**

**Jeffery Williams  
Project Executive  
Wharton-Smith, Inc.**

**CC: Merry Lovern, Executive Assistant to the City Manager  
Bert Fonseca, WSI  
Duncan Graham, WSI**

**Enclosed:  
Mount Dora Fire Station #35 Project Schedule – 12/31/2022  
RFI No. 50 and 62  
Revised Civil Drawings with Lake County Approval – 12/05/2022**



## Change Order Request

11/23/2022

To: Wharton Smith

Attention: Duncan Gram

Project: Mt. Dora Fire Station

**Description: Provide E inets in swale at ROW and connect pipes as per plan**

Provide fill material in swale at these areas(Dirt) and grade

|                 |                         | Unit Cost      | TOTAL              | WSI Internal Equipment Pricing Comparison |
|-----------------|-------------------------|----------------|--------------------|-------------------------------------------|
| Remob Fee       |                         |                | \$2,500.00         |                                           |
| Labor Cost:     | 5 Days                  | \$2,550        | \$12,750           | Excavator                                 |
|                 |                         |                |                    | Rental: \$6,380                           |
| Equipment Cost: |                         |                |                    | Delivery Fee: \$800                       |
| Excuvator       | 4 Days                  | \$1,850.00     | 7,400.00           | Fuel: \$250                               |
| Loader          | 5 days                  | \$1,550.00     | \$7,750.00         | Total Est: \$7,430                        |
|                 |                         |                |                    | Loader                                    |
|                 |                         |                |                    | Rental: \$5,860                           |
| Material Cost:  |                         |                |                    | Delivery Fee: \$1,500                     |
| 19x30 ERCP      | 84LF                    | \$145.00 LF    | \$12,180.00        | Fuel: \$415                               |
| CMP Collar      | 1                       | 500            | \$500              | Total Est.:\$7,775                        |
| 57 rock         | 40 tons                 | \$950.00       | \$950              |                                           |
| Misc            | Bick & Portland, Fabric | LS             | \$2,200            |                                           |
| Dewatering      |                         | LS             | \$3,500            |                                           |
| MOT             | 4 Weeks                 | \$500.00 Wk    | \$2,000            |                                           |
| Fill Material   | 5 Loads                 | \$375.00       | \$1,875            |                                           |
|                 |                         |                | \$53,605           |                                           |
|                 |                         | Sub TOTAL      | \$53,605           |                                           |
|                 |                         | 7 % M/U        | \$3,752.35         |                                           |
|                 |                         | <b>TOTAL :</b> | <b>\$57,357.35</b> |                                           |

Please provide written direction for work can be scheduled and materials ordered

NOTE: any additional work not noted in this change order is not included or implied

Regards,

Clark Dickson

Project Manager

Allstate Paving & Site Development

Cell 407-509-4566





Ch

Change Order Proposal

43 1st Street Winter Garden, FL 34787 Phone (407) 347-9536

NO. : 1

|                                              |             |                    |
|----------------------------------------------|-------------|--------------------|
| CIVIL:                                       | COMMERCIAL: | INDUSTRIAL:        |
| PROJECT: City of Mount Dora Fire Station #35 | Vendor      | PROJECT NO.:       |
| civil: 0                                     |             | DATE: 9-Dec-22     |
| Owner: 0                                     |             | DRAWING NO.:       |
| GC: Wharton Smith                            |             | SPEC. SECTION: N/A |
| REFERENCE:                                   | RFP NO.:    | RFI NO.:           |
|                                              | N/A         | ELD ORDER NO.:     |
|                                              |             | OTHER:             |

Description

Quantity: #1 CIP FDOT Type D DBI, #2 CIP FDOT Type E DBI. per sheet 425-052 email sent by duncan PM 11/22/22. This will be outsourced to another Subcontractor. Any changes to drawings will be increase of change order. 2023 prices are subject to change

## PRICING INFORMATION

| 1. DIRECT LABOR: | SKILL/TRADE                 | MAN-HOURS | RATE     | COST      |
|------------------|-----------------------------|-----------|----------|-----------|
| DIRECT LABOR     | Carpenter                   | 0 MH      | \$ 41.20 | \$ -      |
| NOTES/ REMARKS   | Carpenter helper            | 0 MH      | \$ 35.50 | \$ -      |
|                  | Labor                       | 0 MH      | \$ 29.40 | \$ -      |
|                  | Working Foreman             | 8 MH      | \$ 44.60 | \$ 356.80 |
|                  | Concrete Finisher           | 0 MH      | \$ 42.20 | \$ -      |
|                  | Reinforcing Steel Installer | 0 MH      | \$ 44.00 | \$ -      |
|                  | Project Manager             | 0 MH      | \$ 68.00 | \$ -      |
|                  | Surveyor/ Layout            | 0 MH      | \$ 72.00 | \$ -      |
|                  | SUBTOTAL (1)                |           |          | \$ 356.80 |

| 2. MATERIALS   | DESCRIPTION                       | QUANTITY | UNIT PRICE  | COST |
|----------------|-----------------------------------|----------|-------------|------|
| NOTES/ REMARKS | Concrete                          | 0.00 QTY | \$ 124.00   | \$ - |
|                | Reinforcement Rebar / Tag, Bundle | 0 TON    | \$ 1,200.00 | \$ - |
|                | Plywood Material 4x8 sheets       | 0 QTY    | \$ 2.50     | \$ - |
|                | Soil Treatment                    | 0 SF     | \$ 0.19     | \$ - |
|                | Vapor Barrier                     | 0 SF     | \$ 0.24     | \$ - |
|                | Short load fee less than 7CY      | 0 QTY    | \$ 350.00   | \$ - |
|                | 2x6x16 Material                   | 0 QTY    | \$ 11.57    | \$ - |
|                | Scupper                           | 0 QTY    | \$ 285.00   | \$ - |
|                | Epoxy 200                         | 0 QTY    | \$ 65.75    | \$ - |
|                | Engineering                       | 0 LS     | \$ -        | \$ - |
|                |                                   |          | LS          | \$ - |
|                | SUBTOTAL (2)                      |          |             | \$ - |

| 3. EQUIPMENT   | DESCRIPTION                            | QUANTITY | UNIT PRICE  | COST      |
|----------------|----------------------------------------|----------|-------------|-----------|
| NOTES/ REMARKS | Mini Excavator                         | 0 WK     | \$ 827.00   | \$ -      |
|                | Forklift 6k 42' Reach                  | 0 WK     | \$ 1,105.00 | \$ -      |
|                | Man Lift 60' reach                     | 0 WK     | \$ 1,200.00 | \$ -      |
|                | Skid Steer 1900lb T590                 | 0 WK     | \$ 1,120.00 | \$ -      |
|                | Plate Compactor                        | 0 WK     | \$ 270.00   | \$ -      |
|                | Power Buggy                            | 0 WK     | \$ 920.00   | \$ -      |
|                | Light Towers                           | 0 WK     | \$ 430.00   | \$ -      |
|                | Scissor Lift                           | 0 WK     | \$ 320.00   | \$ -      |
|                | Air Compressor /Hose /Blow Pipe        | 0 WK     | \$ 700.00   | \$ -      |
|                | Concrete Pump                          | 0 HR     | \$ 450.00   | \$ -      |
|                | Bonds and Insurance 1.5% if Bonded Job |          | LS          | See Below |
|                | SUBTOTAL (2)                           |          |             | \$ -      |

| FEE STRUCURE    | NAME         | DESCRIPTION OF WORK | COST         |
|-----------------|--------------|---------------------|--------------|
|                 |              | % Tax               |              |
| 1. Direct Labor | \$ 356.80    | 6.5%                | \$ 23.19     |
| 2. Material     | \$ -         | 6.5%                | \$ -         |
| 3. Quote        | \$ 18,561.00 | 6.5%                | \$ 1,206.47  |
|                 |              | 10% OHP             | \$ 1,410.32  |
|                 |              | BOND IF BONDED JOB  | \$ -         |
|                 |              | VMG TOTAL           | \$ 21,557.78 |

VMG\FORMS\CONS.

# Proposal



Phone: (407) 960-4032  
Email: Bids@dacginc.com

**Proposal:** 2022227  
**Date:**

| To:                                                                                      | Project:                                                                           |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| VMG Construction, Inc<br>Attn: Alan Sandoval<br>43 1st Street<br>Winter Garden, FL 34787 | CIP Structure for City of Mount Dora<br>3201 N Highway 19a<br>Mount Dora, FL 32757 |

| Salesperson     |  |  |
|-----------------|--|--|
| DACG Estimating |  |  |

## Scope of Work

DACG Inc. is pleased to present you with this proposal for the construction services for install CIP storm structures. Our proposal is based upon Information provided by VMG Construction, Inc and FDOT FY 2033-24 Stantard Plans.

### Inclusions:

- Temporary protection of work area.**
- Tools, equipment and materials.
- Safety measures during construction operations.**
- Form, place and finish 1 type D CIP structure per plans.
- Form, place and finish 2 type E CIP structures per plans.
- Grates and angles included.
- Rebar, concrete, manpower and material to complete CIP structure.

### We have also included the following:

- Normal working hours. 7 AM till 3:30 PM.
- Any and all access equipment.
- Tools, equipment, and fuel necessary to complete the work described herein.

## Exclusions

- MOT.
- Dewatering or Well pointing.
- Electrical, mechanical and/or plumbing work, except if noted above.
- **Any work not specified above.**
- **SWPPP report and temporary storm water drainage or ponds.**
- **Import of infill material.**
- **No unsuitable, hazardous materials management and/or removal.**
- **Irrigation repair or replace.**
- **Tree trimming or demo.**
- **Tree warranty cannot be provided for trees next to trench excavation, should roots be affected.**
- Any unforeseen circumstances discovered while working on the site. Additional work to what is described above, will be added to contract via Change Order.

# Proposal



Phone: (407) 960-4032  
Email: Bids@dacginc.com

**Proposal:** 2022227  
**Date:**

| To:                                                                                      | Project:                                                                           |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| VMG Construction, Inc<br>Attn: Alan Sandoval<br>43 1st Street<br>Winter Garden, FL 34787 | CIP Structure for City of Mount Dora<br>3201 N Highway 19a<br>Mount Dora, FL 32757 |

| Salesperson     |  |  |
|-----------------|--|--|
| DACG Estimating |  |  |

| Reference                | Description                                                                                  | Quantity | UOM | Unit Price | Extended Price   |
|--------------------------|----------------------------------------------------------------------------------------------|----------|-----|------------|------------------|
| <b>03 Concrete</b>       |                                                                                              |          |     |            |                  |
|                          | 01 - SP type D inlet, 5'-5"x 4' 5" x 5'-6", 4000 psi PRPM, #4 @ 12" ew, chamfer 1x. grate.   | 1.0000   | EA  | 6,366.18   | 6,366.18         |
|                          | 02 - SP type E inlet, 5'-10"x 4'- 4" x 4'-0", 4000 psi PRPM, #4 @ 12" ew, chamfer 1x. grate. | 2.0000   | EA  | 6,097.41   | 12,194.82        |
| <b>Total 03 Concrete</b> |                                                                                              |          |     |            | <b>18,561.00</b> |

|                        |                  |
|------------------------|------------------|
| <b>Proposal Total:</b> | <b>18,561.00</b> |
|------------------------|------------------|

| Acceptance   |       |
|--------------|-------|
| Accepted by: | <hr/> |
| Title:       | <hr/> |
| Date:        | <hr/> |

# Mount Dora Fire Station #35

## RFI 050



## REQUEST FOR INFORMATION

|                   |                                        |                     |              |
|-------------------|----------------------------------------|---------------------|--------------|
| <b>Date:</b>      | 06/30/2022                             | <b>RFI #:</b>       | 050          |
| <b>To:</b>        | ADG ARCHITECTURE, LLC                  | <b>Required by:</b> | 07/07/2022   |
| <b>Attention:</b> | Hector Caraballo                       | <b>Phone:</b>       | 407-647-1706 |
| <b>Project:</b>   | City of Mount Dora FS 95               | <b>Project #:</b>   | 21-147       |
| <b>By:</b>        | John Shaw, Project Engineer Technician |                     |              |

|                 |              |
|-----------------|--------------|
| <b>Subject:</b> | ROW Conflict |
| <b>Ref:</b>     | C-901A       |

### Information Request / Description:

Per previous discussions between AVCON / WSI / ADG and COMD there are conflicts between the existing utilities and the locations of storm water pipe to be installed in the ROW. Please reference the attached mark-up and advise how we are to proceed with the work in the ROW.

### Suggestion:

### Dialog/Attachment:

- RFI 050 - ROW Markup

### Stormwater Pond Outfall Pipe

The existing force main and water main located in the right-of-way, as they currently exist, are in direct conflict with the proposed 24" storm pipe that serves as the outfall conveyance for the stormwater ponds. The 24" storm pipe was designed so that the end of the pipe that has a M.E.S. (DS-9) proposed to be constructed with the FS35 improvements would be constructed in a location that it could easily connect to a future structure (S-200) that is proposed on the Lake County Eudora roundabout road improvements. This was a condition of approval from Lake County. The future structure (S-200), according to the plans provided by Lake County, is proposed to be constructed with a top elevation of 82.27' and a south invert elevation of 77.27'.

Discussions held at the OAC meeting between AVOCN and Wharton Smith indicated that we would look at raising the storm pipe up to avoid the conflict with the force main and water main. Based on the information collected from the Lake County roadway improvements, revising the storm pipe's elevation is not a feasible solution to avoiding the conflicts.

Another solution was to evaluate the possibility to relocate the outfall structure (DCS-01) to the west side of the pond and connect the outfall pipe into structure DS-17. This option is not a feasible solution because the elevations of the pipes that connect into structure DS-17 are 2' higher than the elevation of the pipe that is connected to DSC-01.

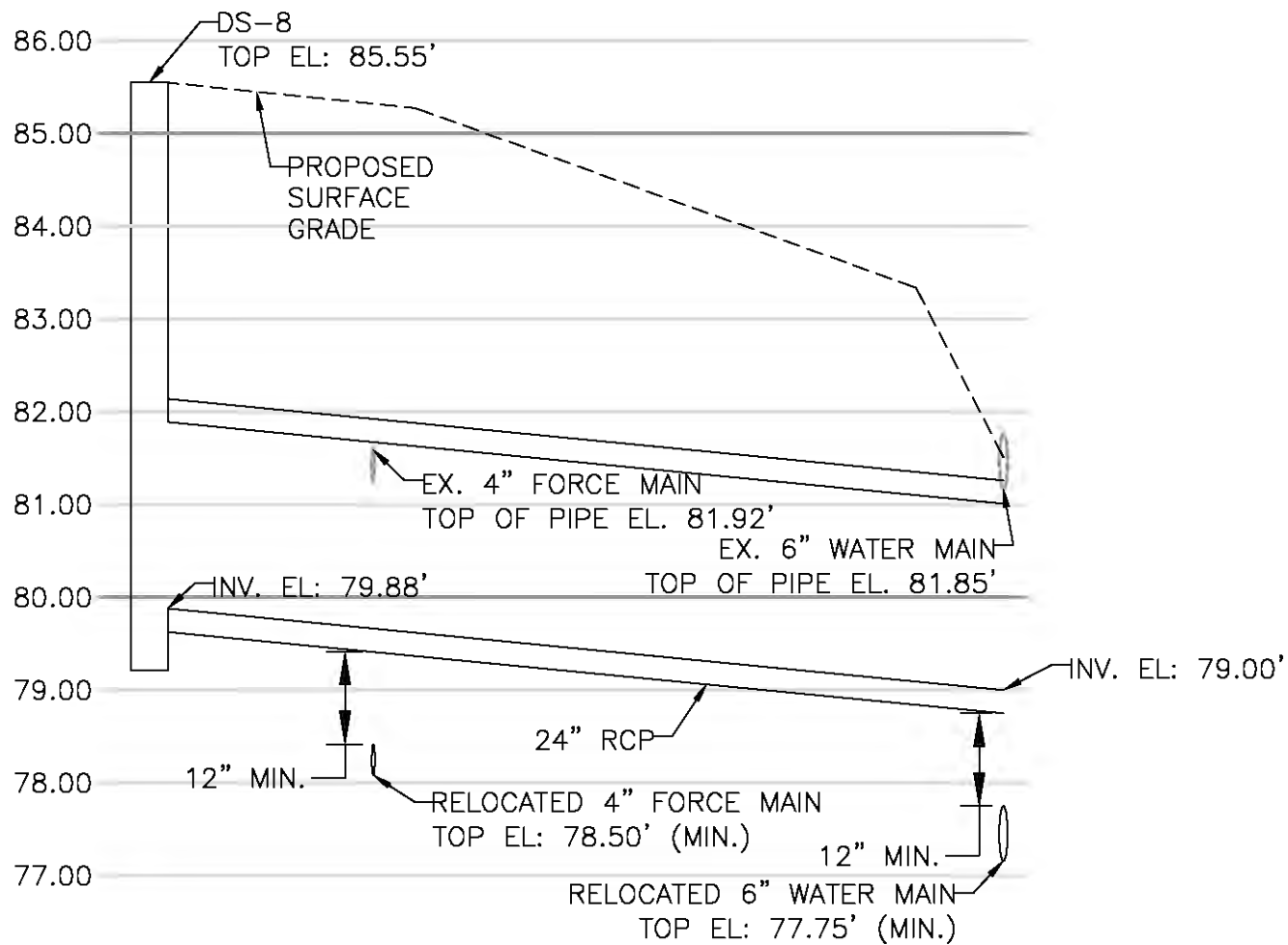
The only real feasible solution to solve the utility conflict issue is to relocate both the force main and water main below the storm pipe. There shall be at least 12" of separation between the utilities and the storm pipe. Please refer to the attached cross-section for a graphical representation of the resolution to the conflict.

### Driveway Culverts

As discussed at the OAC meeting, the proposed 19" x 30" storm pipes that traverse both driveway connections conflict with the existing water main located in the ROW. The two (2) 19" x 30" driveway culverts, located beneath each driveway apron, are to be shifted to the south (approximately 1-2') to create a horizontal separation distance of at least 1-foot.







## RFI #50 - OUTFALL PIPE CROSS-SECTION

N.T.S.

# Mount Dora Fire Station #35

## RFI 062



## REQUEST FOR INFORMATION

|                   |                           |                     |              |
|-------------------|---------------------------|---------------------|--------------|
| <b>Date:</b>      | 08/04/2022                | <b>RFI #:</b>       | 062          |
| <b>To:</b>        | ADG ARCHITECTURE, LLC     | <b>Required by:</b> | 08/11/2022   |
| <b>Attention:</b> | Hector Caraballo          | <b>Phone:</b>       | 407-647-1706 |
| <b>Project:</b>   | City of Mount Dora FS 35  | <b>Project #:</b>   | 21-147       |
| <b>By:</b>        | John Shaw, Field Engineer |                     |              |

|                 |                        |
|-----------------|------------------------|
| <b>Subject:</b> | DS-9 ROW RCP Follow Up |
| <b>Ref:</b>     | C-301A                 |

### Information Request / Description:

In follow up to the RFI 050 response, a meeting was held on site between WSI, the site contractor, and the City of Mount Dora Utilities, to discuss concerns related to the relocation of the existing utility lines in the ROW at DS-9. To mitigate cost impact and risk of relocating the existing utility lines, it was proposed to change the 24" RCP pipe to either 19' x 30" ERCP or 18" RCP to provide adequate clearance between the new storm water line and existing utilities, and prevent having to reroute any existing lines. Please see the attached sketch with proposed solutions and advise.

### Suggestion:

### DialogAttachment:

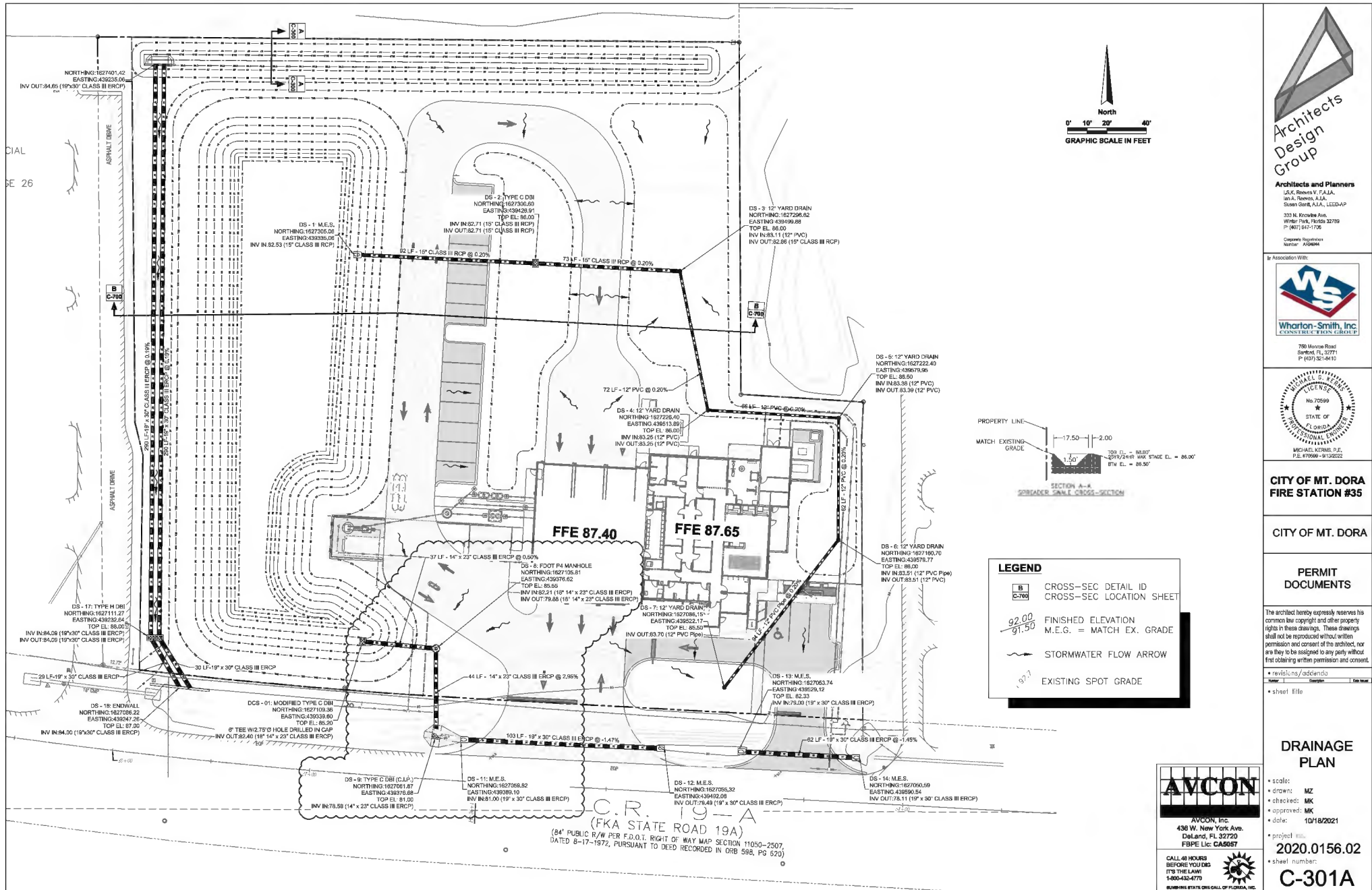
- RFI 062 - DS-9 ROW RCP Follow Up\_markup  
<https://redteam.link/u5nudzd>

The drainage system has been revised to accommodate the request to mitigate the cost and risk associated with relocating the existing utilities located in the R-O-W. As a result, a revised design was coordinated between the contractor, design team, city & county staff.

The attached revised design reflects discussions between all parties and includes, but not limited to, changing the drainage pipe sizes, adding a cast-in-place structure (instead of a MES in the ROW), and concrete erosion control measures.

Refer to the attached documents for additional information.

Mike Zaffuto  
AVCON, INC.  
9/14/2022



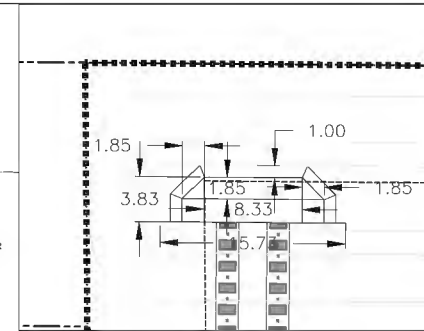
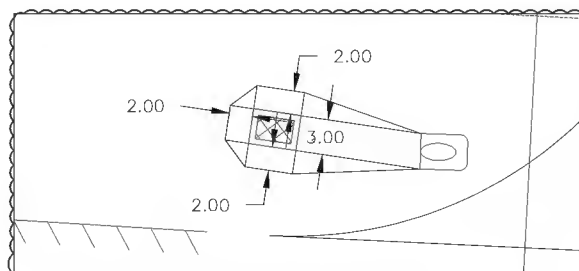
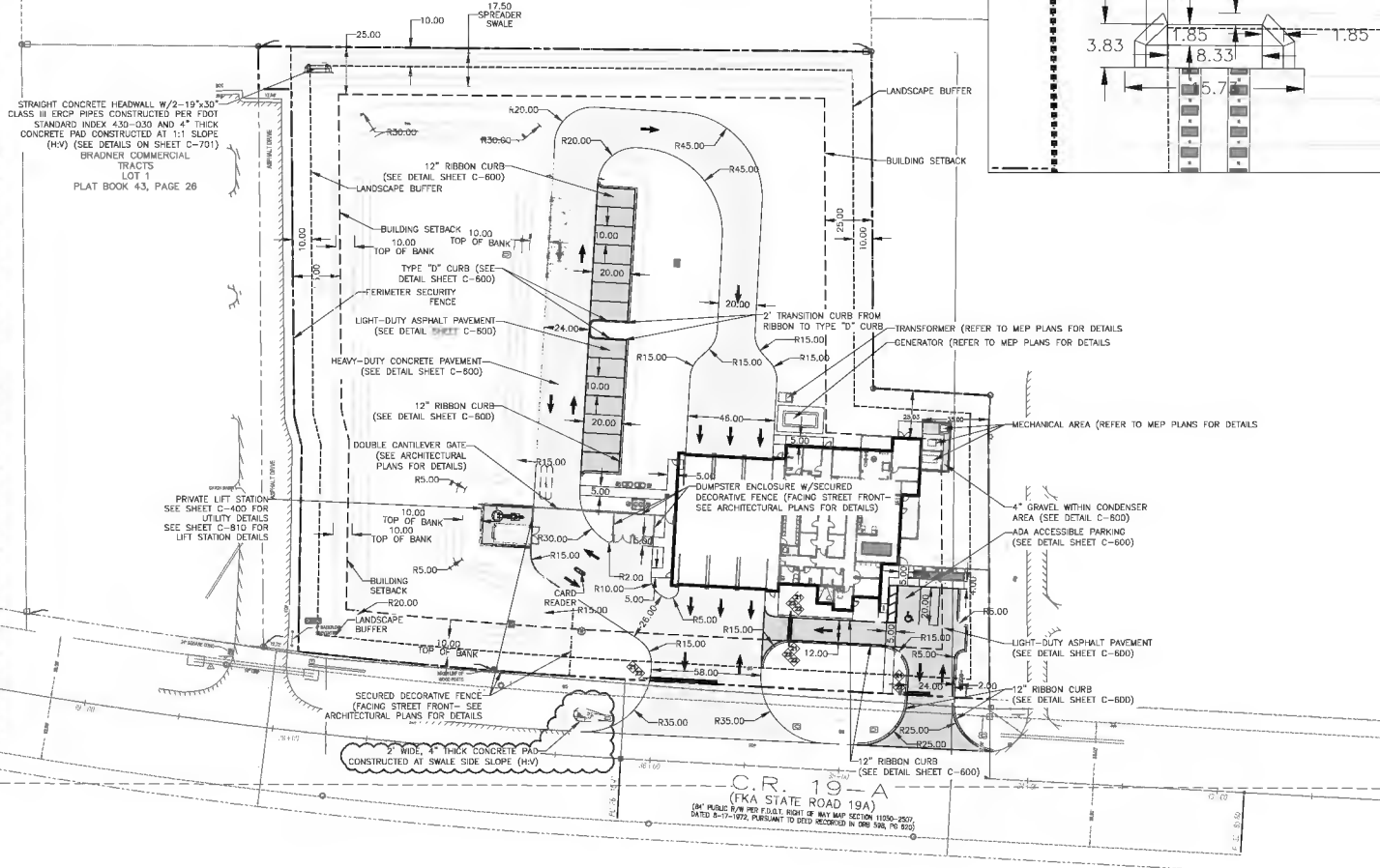
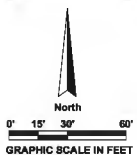


| LEGEND |                                         |
|--------|-----------------------------------------|
|        | LIGHT-DUTY CONCRETE PAVEMENT / SIDEWALK |
|        | HEAVY-DUTY CONCRETE PAVEMENT            |
|        | WHEELSTOP                               |
|        | SINGLE-COLUMN SIGN                      |
|        | PROPERTY LINE                           |

#### KEYNOTE LEGEND:

- ⊕ STOP SIGN (30"x30") (R1-1)
- ⊕ 24" STOP BAR
- ⊕ "DO NOT ENTER" SIGN

| SITE DATA                                 |                                           |
|-------------------------------------------|-------------------------------------------|
| PARCEL INFORMATION                        |                                           |
| PARCEL ID#                                | 28-17-18-001-000-0000                     |
| OWNER                                     | CITY OF MOUNT DORA                        |
| PROPERTY ADDRESS                          | 3300 NORTH HWY 19-A                       |
| MUNICIPALITY                              | MOUNT DORA, FL                            |
| CLARIFY ZONING                            | C-2A, C-3                                 |
| FUTURE LAND USE                           | PERIPHERAL COMMERCIAL, HIGHWAY COMMERCIAL |
| ADJACENT ZONING                           | C-2A, C-3                                 |
| ADJACENT FUTURE LAND USE                  | PERIPHERAL COMMERCIAL, HIGHWAY COMMERCIAL |
| TERMINAL FLOOD ZONE                       | ZONE "A" (MAP PANEL 130600358)            |
| LAND USE CALCULATIONS                     |                                           |
| PROJECT AREA                              | 111,329 SF = 2.54 AC.                     |
| EXISTING LAND USE                         | 8089-VOLUNTARY GOVERNMENT/MUNICIPAL       |
| PROPOSED LAND USE                         | FIRE STATION #35                          |
| AREA CALCULATIONS                         |                                           |
| EXISTING IMPERVIOUS AREA                  | 32,815 SF = 0.753 AC (29.48%)             |
| EXISTING PAVEMENT AREA                    | 78,414 SF = 1.801 AC (70.52%)             |
| PROPOSED IMPERVIOUS AREA                  | 35,739 SF = 0.820 AC (32.12%)             |
| PROPOSED PAVEMENT AREA                    | 75,778 SF = 1.734 AC (67.88%)             |
| PARKING CALCULATIONS                      |                                           |
| PUBLIC PARKING SPACES PROVIDED            | 2 REGULAR SPACES / 1 ADA SPACE            |
| PRIVATE/PERMITTED PARKING SPACES PROVIDED | 14 REGULAR SPACES                         |
| BUILDING DATA                             |                                           |
| TRAILING AREA                             | 9,142 SF                                  |
| BUILDING HEIGHT                           | 8' - 24'                                  |
| MAX. FLOOR AREA RATIO (FAR)               | 0.35                                      |
| MIN. FLOOR AREA RATIO (FAR)               | 9,142 SF / 111,329 SF = 0.08              |



**Architects and Planners**  
 L.S.K. Reeves V, F.A.I.A.  
 Lori A. Reeves, A.I.A.  
 Susan Garth, A.I.A., LEEDCAP  
 333 N. Kyndale Ave.  
 Winter Park, Florida 32789  
 P: (407) 947-1708

Corporate Registration  
 Number: A104646

In Association With:



750 Monroe Road  
 Sanford, FL 32771  
 P: (407) 321-9415



**CITY OF MT. DORA  
 FIRE STATION #35**

**CITY OF MT. DORA**

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 DOCUMENTS**

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• revisions/addenda  
 Number: \_\_\_\_\_ Date: \_\_\_\_\_  
 • sheet title

**SITE &  
 GEOMETRY  
 PLAN**

• scale:  
 • drawn: MK  
 • checked: MK  
 • approved: MK  
 • date: 10/18/2021

• project no.  
**2020.0156.02**  
 • sheet number:  
**C-200A**



AVCON, Inc.  
 438 W. New York Ave.  
 Deland, FL 32720  
 FBPE Lic: CA5057

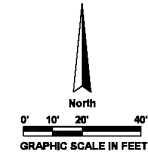
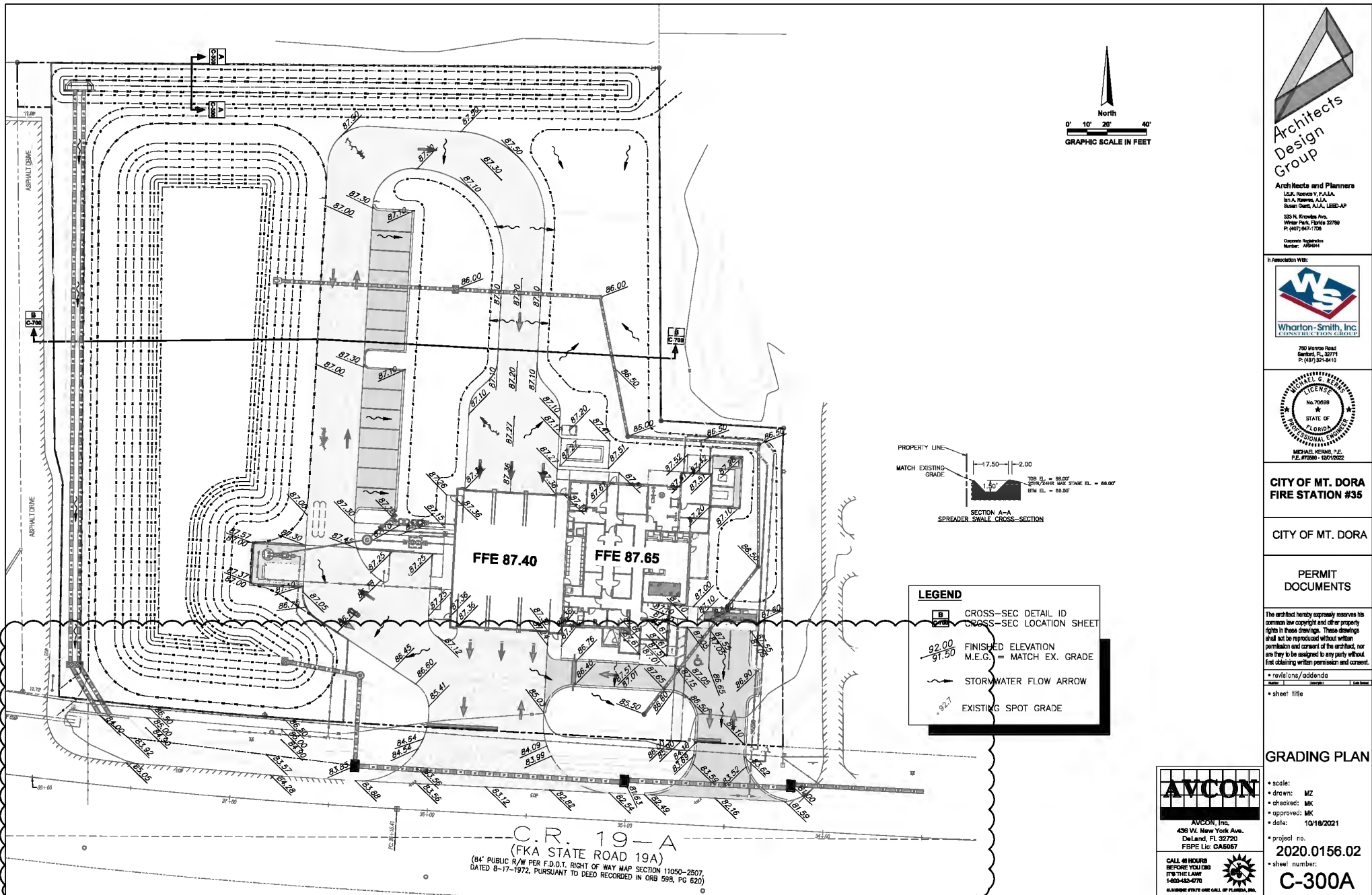
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BUILDING STATE'S ORIGINAL OF FLORIDA, INC.



# Mount Dora Fire Station #35

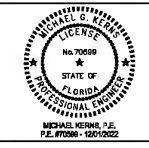
## Revised Civil Drawings with Lake County Approval 12/05/22



Architects and Planners  
J&K, Robert V. F.A.S.A.  
181 A. Thomas, A.A.  
Susan Galt, A.A., LEED-AP  
333 N. Krome Ave.  
West Palm Beach, Florida 33411  
P: (407) 847-1708

Corporate Registration Number: 105844

In Association With:



CITY OF MT. DORA  
FIRE STATION #35

CITY OF MT. DORA

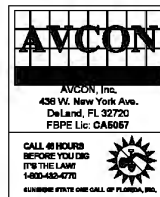
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• revisions/addenda

• sheet title

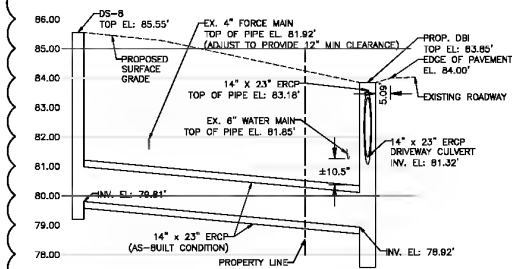
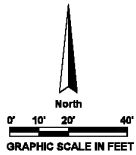
GRADING PLAN



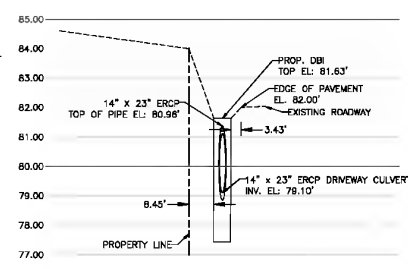
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• drawn: MZ  
• checked: MK  
• approved: MK  
• date: 10/19/2021

• project no.  
2020.0156.02  
• sheet number:

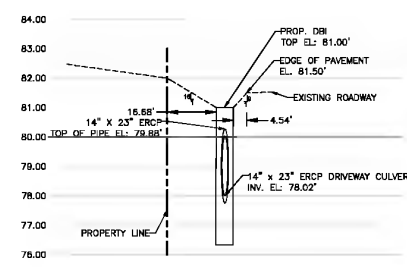
C-300A



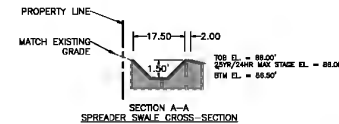
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VERTICAL: 1" = 2'



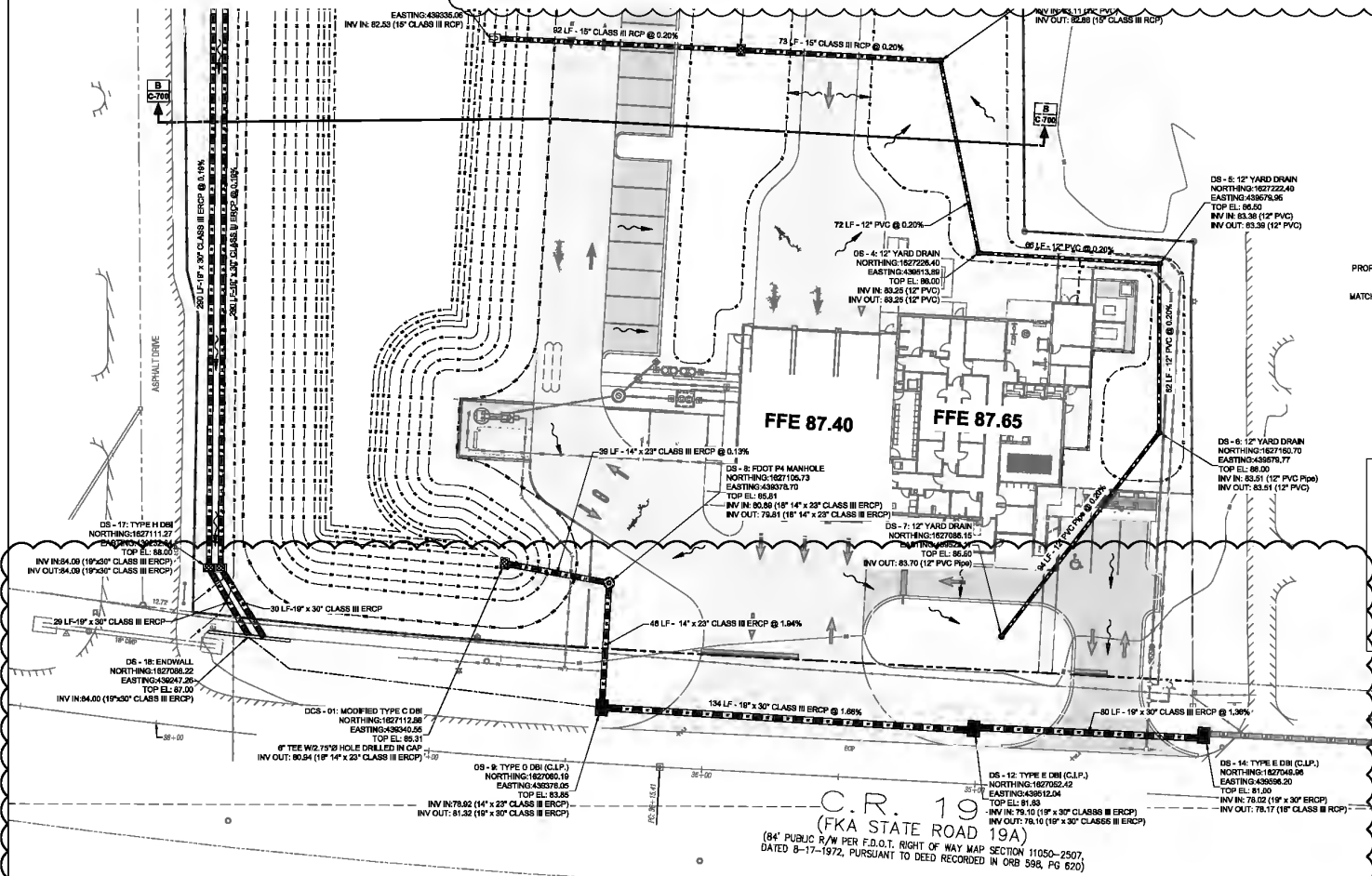
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VERTICAL: 1" = 2'



**DS-14 CROSS-SECTION**  
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VERTICAL: 1" = 2'



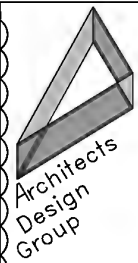
| LEGEND |                          |
|--------|--------------------------|
|        | CROSS-SEC DETAIL ID      |
|        | CROSS-SEC LOCATION SHEET |
|        | FINISHED ELEVATION       |
|        | M.E.G. = MATCH EX. GRADE |
|        | STORMWATER FLOW ARROW    |
|        | EXISTING SPOT GRADE      |



**C.R. 19**  
(FKA STATE ROAD 19A)  
(84' PUBLIC R/W PER F.D.O.T. RIGHT OF WAY MAP SECTION 11050-2507,  
DATED 8-17-1972, PURSUANT TO DEED RECORDED IN ORB 598, PG 620)

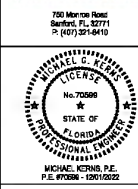


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**Architects and Planners**  
L&K Reeves V. FAJA  
Teri A. Reeves, AIA  
Susan Gault, AIA, LEED-AP  
333 N. Knoxville Ave.  
West Palm, Florida 33709  
P: (407) 847-1708

Corporate Registration  
Number: A000000



**CITY OF MT. DORA  
FIRE STATION #36**

**CITY OF MT. DORA**

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• revisions/advance  
• sheet title

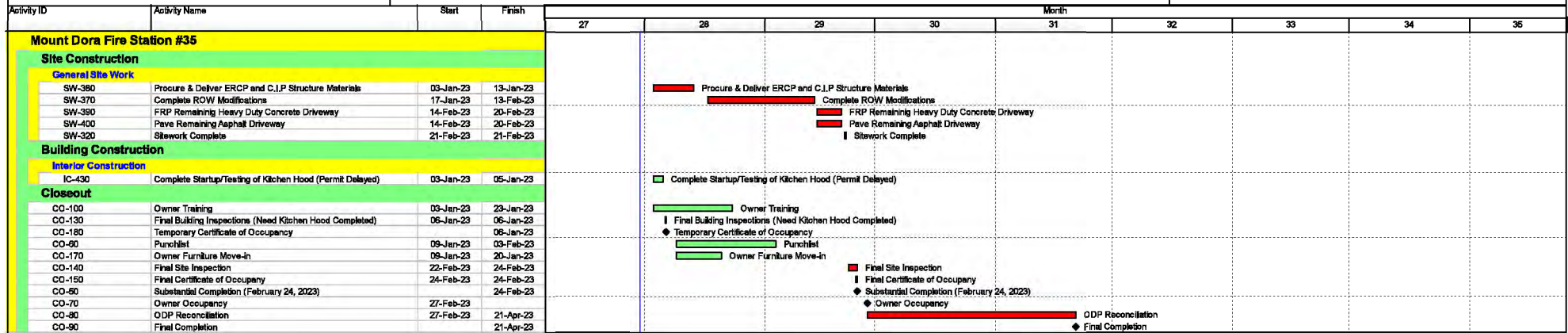
**DRAINAGE  
PLAN**

• scale:  
• drawn: MZ  
• checked: MK  
• approved: MK  
• date: 10/18/2021  
• project no:  
• sheet number:

**2020.0156.02  
C-301A**

## Mount Dora Fire Station #35 Project Schedule

Project ID: 21-147-U/D-22.12.30  
Data Date: 31-Dec-22



■ Actual Work    ■ Critical Remaining Work  
■ Remaining Work    ◆ Milestone

Page 1 of 1

TASK filter: Activities Not Started or In Progress.  
Layout: 21-147 WS Executive Review Layout



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

---

**DATE:** April 18, 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 Evoqua Water Technologies, LLC, Related to Hydrogen Sulfide Neutralization and Corrosion Control

---

**Introduction:**

This is a request for City Council to approve a piggyback agreement between the City of Mount Dora and Evoqua Water Technologies LLC, related to hydrogen sulfide neutralization and corrosion control.

**Discussion:**

Lee County Government competitively solicited and negotiated an agreement with Evoqua Water Technologies, LLC, related to odor and corrosion control. The City of Mount Dora desires to enter into contract with Evoqua Water Technologies, LLC under the same terms and applicable conditions as that agreement with Lee County Government. Florida Statute 287 authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by Lee County Government and agreements relating therefrom. The vendor provides for hydrogen sulfide removal, odor and corrosion control.

**Budget Impact:**

The one-time mobilization fee of \$2,500 and estimated annual spend of \$89,992.50 will come back as a budget amendment as needed. With a 20-25 week lead-time on components, this item is expected to be in service beginning late September to early October.

**Strategic Impact:**

Infrastructure

**Recommendation:**

City Council approve the piggyback agreement between the City of Mount Dora and Evoqua Water Technologies LLC, related to hydrogen sulfide neutralization and corrosion control.

**Attachment(s):**

1. MD\_Evoqua.Piggyback AgreeSGS

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 4/12/2023

Approved - 4/12/2023

Approved - 4/12/2023

Final Approval - 4/11/2023



## **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 EVOQUA WATER TECHNOLOGIES, INC., 210 Sixth Avenue, Suite 3300, Pittsburg, PA 15222, 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 procure the services of the CONTRACTOR utilizing that Annual Odor Control and Corrosion Services Agreement between the Lee County and the CONTRACTOR, dated May 14, 2018, including the Amendments thereto, collectively 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 Lee County through RFP 170384ANB; and,

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

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

#### **SECTION 1.           TERM.**

The term of this Agreement shall be from the date of execution by the CITY through May 13, 2024, unless the Cooperative Contract is further extended and the parties hereto mutually desire to extend this Agreement for an additional period and execute a written Amendment hereto.

#### **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: Evoqua Water Technologies, Inc.  
210 Sixth Avenue, Suite 3300  
Pittsburg, PA 15222

**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](mailto: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**

\_\_\_\_\_  
Print: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, 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 \_\_\_\_\_, 2023.

(stamp)

\_\_\_\_\_  
**NOTARY PUBLIC**



**Exhibit “A”**  
Cooperative Contract between the  
Lee County and Evoqua Water Technologies, Inc.

**AGREEMENT FOR  
Annual – Odor Control & Corrosion Services**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Evoqua Water Technologies, LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 210 Sixth Avenue, Suite 3300, Pittsburg, PA 15222, and whose federal tax identification number is 80-0909020, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase annual odor control & corrosion services from the Vendor in connection with "Annual – Odor Control & Corrosion Services" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP170384ANB on October 6, 2017; and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on January 11, 2018; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Specifications attached hereto and incorporated herein as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for three (3) years with the

option of renewal for three (3) additional one (1)-year periods upon the mutual written agreement of both parties.

- B. A purchase order or Notice to Proceed must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

#### **VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

#### **VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

#### **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [publicrecords@leegov.com](mailto:publicrecords@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

#### **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

#### **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.



- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

## **XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

## **XII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

## **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

#### **XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

## **XV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

## **XVI. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

|            |                                                         |
|------------|---------------------------------------------------------|
| Name:      | <u>Charles Maltby</u>                                   |
| Title:     | <u>Project Manager</u>                                  |
| Address:   | <u>2650 Tallevast Road</u><br><u>Sarasota, FL 34243</u> |
| Telephone: | <u>941-586-8813</u>                                     |
| Facsimile: | <u>941-359-7985</u>                                     |
| E-mail:    | <u>Charles.Maltby@evoqua.com</u>                        |

County's Representatives:

|            |                                                                           |                                                                   |
|------------|---------------------------------------------------------------------------|-------------------------------------------------------------------|
| Names:     | <u>Roger Desjarlais</u>                                                   | <u>Mary Tucker</u>                                                |
| Titles:    | <u>County Manager</u>                                                     | <u>Director of Procurement Management</u>                         |
| Address:   | <u>P.O. Box 398</u><br><u>Fort Myers, FL 33902</u>                        |                                                                   |
| Telephone: | <u>239-533-2221</u>                                                       | <u>239-533-8881</u>                                               |
| Facsimile: | <u>239-485-2262</u>                                                       | <u>239-485-8383</u>                                               |
| E-Mail:    | <u><a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a></u> | <u><a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a></u> |

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation No. RFP170384ANB
4. Vendor's Submittal in Response to Solicitation No. RFP170384ANB

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

**EVOQUA WATER TECHNOLOGIES, LLC**

Signed By: See Attached Officer's Certificate

Signed By: 

Print Name: \_\_\_\_\_

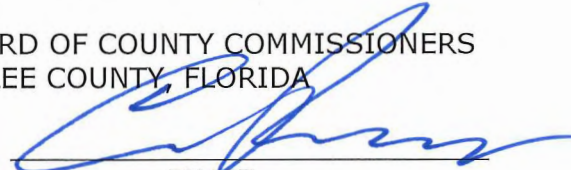
Print Name: Jennifer R. Miller

Title: V.P. & G.M.

Date: 3/7/18

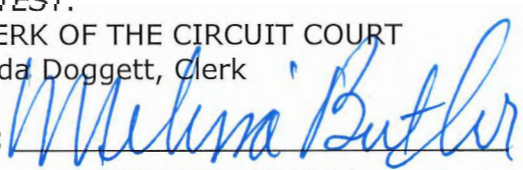
**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY:   
CHAIR

DATE: 5-14-18

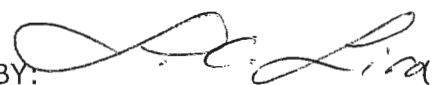
ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY:   
**DEPUTY CLERK**

Commissioner Cecil L Pendergrass  
Lee County Board of County Commissioners  
District 2



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY:   
OFFICE OF THE COUNTY ATTORNEY





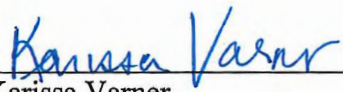
EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Karissa Varner, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Jennifer R. Miller is Vice President and General Manager of the WT Municipal Services Sub-segment of the Company, and that in such capacity, Ms. Miller has full power and authority to execute and deliver the Company's bid and all related ancillary agreements in connection with the supply of Full Service Odor Control to Lee County Board of County Commissioners in Fort Myers, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 7<sup>th</sup> day of November 2017.



  
Karissa Varner  
Assistant Secretary

## **EXHIBIT A SPECIFICATIONS**

### **GENERAL SCOPE OF PROJECT**

The Vendor shall provide the necessary personnel, equipment, materials, supplies, transportation, services and otherwise do all things necessary to provide comprehensive odor and corrosion control to minimize corrosion effects on the County's wastewater infrastructure and to address nuisance odors in the system. In full accordance with the Detailed Specifications Section of Solicitation No. RFP170384ANB, incorporated by reference as if attached hereto, the Vendor shall provide specific odor/corrosion treatment, shall identify related wastewater treatment plant issues/costs, shall install necessary monitoring equipment, and shall establish objectives and monitoring programs for odor/corrosion control treatment.

### **CONTROL REQUIREMENTS**

The Vendor shall maintain the control goals listed in Table 1 below at the listed control point and established average daily flows (ADF). Average flow rates that exceed these stated rates shall excuse the Vendor from meeting such goals. The Vendor shall employ an appropriate technology at and/or upstream of each of the sites listed to control odors or sulfides in liquid at or below the agreed upon control goal. These technologies include but are not limited to the addition of BIOXIDE<sup>®</sup> products, pH shift chemical treatment, and vapor phase odor control.

**Table 1.**

| Control Point                  | Address                                  | ADF      | Control Goal  |
|--------------------------------|------------------------------------------|----------|---------------|
| S WWTP S Inf MH, back of plant | 1618 South Dr, Fort Myers Fl             | 2.0 mgd  | < 1 mg/L DS   |
| S WWTP N Inf MH S of           | 1618 South Dr, Fort Myers Fl             | 2.0 mgd  | < 1 mg/L DS   |
| S WWTP 36" N Inf MH 1          | 1618 South Dr, Fort Myers Fl             | 2.0 mgd  | < 1 mg/L DS   |
| LS 2256                        | 15675 Pine Ridge Road, Fort Myers Beach  | 0.8 mgd  | < 150 ppm H2S |
| Ft Myers Beach WWTP            | 17155 Pine Ridge Road, Fort Myers Beach  | 3.4 mgd  | < 10 ppm H2S  |
| LS 2291                        | 11981 Kelly Cove Dr. Fort Myers Fl       | 0.125    | < 10 ppm H2S  |
| LS 4467                        | 4481 Underwood Dr. Fort Myers Fl         | 0.235    | < 100 ppm H2S |
| LS 2237                        | 17061 John Morris Rd, Fort Myers Fl      | 0.8 mgd  | < 100 ppm H2S |
| LS 2263                        | Near 719 San Carlos Dr, Fort Myers Beach | 1.0 mgd  | < 50 ppm H2S  |
| LS 482                         | 12901 Palm Beach Blvd., Fort Myers, Fl   | 0.4 mgd  | < 100 ppm H2S |
| LS 481                         | 199 Louise St, Fort Myers Fl             | 0.55 mgd | < 100 ppm H2S |
| LS 480                         | 3841 Ballard Rd., Fort Myers, Fl         | 1.6 mgd  | < 250 ppm H2S |
| Central WWTP FM tap            | 1501 Raleigh Street, Fort Myers Fl       | 1.6 mgd  | < 1 mg/L DS   |
| LS 7741                        | 20041 South Tamiami Trail                | 0.45 mgd | < 100 ppm H2S |
| LS 7716                        | Three Oaks Blvd & Corkscrew Rd, Fort     | 0.5 mgd  | < 100 ppm H2S |
| Three Oaks WWTP HW's           | 18521 Three Oaks Pkwy., Fort Myers, FL   | 2.9 mgd  | < 50 ppm H2S  |

### **PREVENTATIVE MAINTENANCE**

The Odor and Corrosion Control Program includes routine and emergency service. The Vendor's service technician shall visit the site as needed (minimum of once per month) to perform routine

## **EXHIBIT A SPECIFICATIONS**

maintenance on equipment, optimize chemical dosing, conduct compliance sampling and provide a written report monthly. On-site routine maintenance service shall include the following:

1. Check the equipment for proper operation
2. Perform compliance sampling at the control points
3. Perform scheduled preventative maintenance on equipment.
4. Submit a written report outlining services and observations during the routine service visit.

### **MONITORING SERVICE**

Each control point shall be monitored by the Vendor for compliance with the established odor control goal criteria a minimum of one time per month.

Analytical methods shall include the following:

| Parameter                      | Procedure                                                                 |
|--------------------------------|---------------------------------------------------------------------------|
| <b>Liquid Phase Monitoring</b> |                                                                           |
| Total Sulfide                  | Std. Methods 4500-S2- D. Methylene Blue                                   |
| Dissolved Sulfide              | Std. Methods 4500-S2- using pre-flocculation to remove insoluble sulfides |
| pH                             | Combination glass electrode                                               |
| Temperature                    | NIST calibrated thermometer                                               |
| <b>Vapor Phase Monitoring</b>  |                                                                           |
| H2S, ppm                       | App-Tek Vaporlink (monitor / datalogger) / App-Tek OdaLog                 |

### **COLLECTION SYSTEM CHANGES**

The County reserves the right to make changes in the collection system at injection and control locations to optimize collection system performance and/or cost efficiency. Any such changes to the collection system causing a noncompliant control condition will not be considered the fault of the vendor. In such a case, the vendor will evaluate changes to the collection system and recommend an alternate odor control goal or an adjustment to the fixed price to accommodate these changes as appropriate.

## EXHIBIT B FEE SCHEDULE

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

| <b>CHEMICAL/BIOLOGICAL PRODUCTS</b> |                            |                        |                  |
|-------------------------------------|----------------------------|------------------------|------------------|
| <i>Item #</i>                       | <i>Description</i>         | <i>Unit of Measure</i> | <i>Unit Cost</i> |
| 1                                   | Bioxide                    | Gallon                 | \$2.40           |
| 2                                   | Bioxide Plus 71            | Gallon                 | \$3.55           |
| 3                                   | Bioxide AE                 | Gallon                 | \$2.77           |
| 4                                   | Odophos                    | Gallon                 | \$0.78           |
| 5                                   | Odophos Plus               | Gallon                 | \$1.43           |
| 6                                   | Ferric Sulfate (9%)        | Gallon                 | \$1.46           |
| 7                                   | PRI-SC Odophos             | Gallon                 | \$0.90           |
| 8                                   | PRI-SC Odophos Plus        | Gallon                 | \$1.71           |
| 9                                   | PRI-SC Ferric Sulfate (9%) | Gallon                 | \$1.75           |
| 10                                  | 50% Hydrogen Peroxide      | Pound                  | \$0.45           |
| 11                                  | PRI-SC Peroxide            | Pound                  | \$0.52           |
| 12                                  | VX-456 (Bulk Tanker)       | Pound                  | \$1.22           |
| 13                                  | VX-456 (Tote)              | Pound                  | \$1.55           |
| 14                                  | Aktivox (Bulk Tanker)      | Pound                  | \$0.92           |
| 15                                  | Aktivox (Tote)             | Pound                  | \$1.24           |
| 16                                  | Textone L                  | Pound                  | \$0.86           |
| 17                                  | AQuit                      | Pound                  | \$16.83          |
| 18                                  | AlkAGEN AQ                 | Gallon                 | \$1.49           |
| 19                                  | Sodium Hydroxide 25%       | Gallon                 | \$2.40           |
| 20                                  | Sodium Hydroxide 50%       | Gallon                 | \$5.18           |
| 21                                  | Sodium Hypochlorite        | Gallon                 | \$2.30           |

\*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

## EQUIPMENT

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H<sub>2</sub>S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

## EXHIBIT B FEE SCHEDULE

### Primary Vapor-Phase Technologies Monthly Costs

| ITEM | DESIGN AIR FLOW (cfm) | AVERAGE DESIGN H2S CONCENTRATION (ppmv) |           |            |          |
|------|-----------------------|-----------------------------------------|-----------|------------|----------|
|      |                       | A. <10                                  | B. 10-150 | C. 150-300 | D. 300-  |
| 1    | Natural Draft         | \$125                                   | \$726     | N/A        | N/A      |
| 2    | 0-140                 | \$959                                   | \$1,432   | \$1,695    | \$2,448  |
| 3    | 0-280                 | \$1,098                                 | \$1,568   | \$2,448    | \$3,925  |
| 4    | 0-600                 | \$1,635                                 | \$2,218   | \$3,726    | \$4,460  |
| 5    | 0-850                 | \$2,376                                 | \$3,161   | \$4,070    | \$4,871  |
| 6    | 0-1150                | \$2,612                                 | \$3,472   | \$4,312    | \$5,372  |
| 7    | 0-1500                | \$2,988                                 | \$3,925   | \$4,871    | \$5,950  |
| 8    | 0-2000                | \$3,294                                 | \$4,125   | \$5,845    | \$6,829  |
| 9    | 0-3000                | \$3,920                                 | \$4,675   | \$6,829    | \$8,175  |
| 10   | 0-4000                | \$4,373                                 | \$5,372   | \$8,175    | \$11,550 |
| 11   | 0-5000                | \$4,829                                 | \$5,505   | \$8,950    | \$14,249 |
| 12   | 0-8000                | \$7,480                                 | \$8,400   | \$11,445   | \$15,700 |
| 13   | 0-12000               | \$10,835                                | \$11,550  | \$14,249   | \$19,675 |
| 14   | 0-15000               | \$11,772                                | \$12,880  | \$22,258   | N/A      |
| 15   | 0-18000               | \$14,538                                | \$15,216  | \$23,663   | N/A      |

**Notes:**

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

**EXHIBIT B  
FEE SCHEDULE**

**Fully Automated Odor Control Products**

- |                                       |               |
|---------------------------------------|---------------|
| 1. H2S Monitor                        | \$ 360.00/mo. |
| 2. Advanced Dosing Controller&Monitor | \$ 450.00/mo. |

*Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.*

**Professional Services:**

| <b><u>Description</u></b>       | <b><u>Fee</u></b> |
|---------------------------------|-------------------|
| 1. Engineer or Chemist          | \$ 200.00/hr.     |
| 2. Technician                   | \$ 150.00/hr.     |
| 3. Professional Engineer (P.E.) | \$ 250.00/hr.     |



## EXHIBIT C INSURANCE REQUIREMENTS

### Major Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL) or
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease – policy limit

*\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

## **EXHIBIT C INSURANCE REQUIREMENTS**

### **Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

### **Special Requirements:**

1. An appropriate **“Indemnification”** clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
03/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Willis of Pennsylvania, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA    | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext): 1-877-945-7378<br>FAX (A/C, No): 1-888-467-2378<br>E-MAIL: certificates@willis.com<br>ADDRESS: certificates@willis.com                                                                                                                                                                                                                                                                                                                |                               |  |        |            |                                        |       |            |                                            |       |            |  |  |            |  |  |            |  |  |            |  |  |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|----------------------------------------|-------|------------|--------------------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>EWT Holdings III Corp.<br>Evoqua Water Technologies LLC<br>1451 E. Nine Mile Road<br>Hazel Park, MI 48030 | <table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Great American E &amp; S Insurance Company</td><td>37532</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of Ame</td><td>25674</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Great American E & S Insurance Company | 37532 | INSURER B: | Travelers Property Casualty Company of Ame | 25674 | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NAIC #                        |  |        |            |                                        |       |            |                                            |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                                                  | Great American E & S Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 37532                         |  |        |            |                                        |       |            |                                            |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                                                  | Travelers Property Casualty Company of Ame                                                                                                                                                                                                                                                                                                                                                                                                                                             | 25674                         |  |        |            |                                        |       |            |                                            |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |        |            |                                        |       |            |                                            |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |        |            |                                        |       |            |                                            |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |        |            |                                        |       |            |                                            |       |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |        |            |                                        |       |            |                                            |       |            |  |  |            |  |  |            |  |  |            |  |  |

**COVERAGES**

CERTIFICATE NUMBER: W5489099

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                                                        | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL SUBR INSD WVD                            | POLICY NUMBER           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------|--------------------|------------------------------|----------------------------|--------------------------------|-----------------------------|-------------------|--------------|------------------------|--------------|--|----|
| A                                                                               | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                                             | PL 9953269-01           | 12/31/2017              | 12/31/2018              | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE                                                                                                                                                                                                                                                                                                                  | \$ 2,000,000                                                                    | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000       | MED EXP (Any one person)     | \$                         | PERSONAL & ADV INJURY          | \$ 2,000,000                | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |  | \$ |
| EACH OCCURRENCE                                                                 | \$ 2,000,000                                                                                                                                                                                                                                                                                                        |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| MED EXP (Any one person)                                                        | \$                                                                                                                                                                                                                                                                                                                  |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| PERSONAL & ADV INJURY                                                           | \$ 2,000,000                                                                                                                                                                                                                                                                                                        |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| GENERAL AGGREGATE                                                               | \$ 2,000,000                                                                                                                                                                                                                                                                                                        |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| PRODUCTS - COMP/OP AGG                                                          | \$ 2,000,000                                                                                                                                                                                                                                                                                                        |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                                  |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| B                                                                               | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                             | Y                                             | TC2JCAP 8B350790-TIL-17 | 12/31/2017              | 12/31/2018              | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                            | COMBINED SINGLE LIMIT (Ea accident)                                                                                                                                                                                                                                                                                              | \$ 1,000,000                                                                    | BODILY INJURY (Per person)                | \$                 | BODILY INJURY (Per accident) | \$                         | PROPERTY DAMAGE (Per accident) | \$                          |                   | \$           |                        |              |  |    |
| COMBINED SINGLE LIMIT (Ea accident)                                             | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| BODILY INJURY (Per person)                                                      | \$                                                                                                                                                                                                                                                                                                                  |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| BODILY INJURY (Per accident)                                                    | \$                                                                                                                                                                                                                                                                                                                  |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| PROPERTY DAMAGE (Per accident)                                                  | \$                                                                                                                                                                                                                                                                                                                  |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                                  |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
|                                                                                 | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                            |                                               |                         |                         |                         | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                                                                                                                                                                                               | EACH OCCURRENCE                                                                                                                                                                                                                                                                                                                  | \$                                                                              | AGGREGATE                                 | \$                 |                              | \$                         |                                |                             |                   |              |                        |              |  |    |
| EACH OCCURRENCE                                                                 | \$                                                                                                                                                                                                                                                                                                                  |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| AGGREGATE                                                                       | \$                                                                                                                                                                                                                                                                                                                  |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
|                                                                                 | \$                                                                                                                                                                                                                                                                                                                  |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| B                                                                               | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                          | Y/N<br><input checked="" type="checkbox"/> No | N/A                     | TC2J UB 8B35073A-17     | 12/31/2017              | 12/31/2018                                                                                                                                                                                                                                                                                                                                                                                                                              | <table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table> | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                                           | E.L. EACH ACCIDENT | \$ 1,000,000                 | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000                   | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000      |              |                        |              |  |    |
| <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |                                                                                                                                                                                                                                                                                                                     |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| E.L. EACH ACCIDENT                                                              | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| E.L. DISEASE - EA EMPLOYEE                                                      | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |
| E.L. DISEASE - POLICY LIMIT                                                     | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |                                               |                         |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                  |                                                                                 |                                           |                    |                              |                            |                                |                             |                   |              |                        |              |  |    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 12/27/2017 WITH ID: W4863305.

RE: ODOR CONTROL. Solicitation #: RFP170384ANB.

LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS ARE INCLUDED AS ADDITIONAL INSUREDS AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY

**CERTIFICATE HOLDER**

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 398  
FORT MYERS, FL 33902

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                        |                         |                                                                                                                            |  |
|----------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>Willis of Pennsylvania, Inc. |                         | NAMED INSURED<br>EWT Holdings III Corp.<br>Evoqua Water Technologies LLC<br>1451 E. Nine Mile Road<br>Hazel Park, MI 48030 |  |
| POLICY NUMBER<br>See Page 1            |                         | EFFECTIVE DATE: See Page 1                                                                                                 |  |
| CARRIER<br>See Page 1                  | NAIC CODE<br>See Page 1 |                                                                                                                            |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WRITTEN CONTRACT.

FIRST AMENDMENT OF THE ANNUAL AGREEMENT  
FOR ODOR CONTROL & CORROSION SERVICES

FIRST AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14<sup>th</sup> day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties mutually agree that the price increase will begin on the 14<sup>th</sup> day of May, 2021; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase will begin on the 14th day of May, 2021
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table in Exhibit B of the Agreement:

[The remainder of this page intentionally left blank.]

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

| <b>CHEMICAL/BIOLOGICAL PRODUCTS</b> |                            |                        |                  |
|-------------------------------------|----------------------------|------------------------|------------------|
| <i>Item #</i>                       | <i>Description</i>         | <i>Unit of Measure</i> | <i>Unit Cost</i> |
| 1                                   | Bioxide                    | Gallon                 | \$2.47           |
| 2                                   | Bioxide Plus 71            | Gallon                 | \$3.65           |
| 3                                   | Bioxide AE                 | Gallon                 | \$2.85           |
| 4                                   | Odophos                    | Gallon                 | \$0.80           |
| 5                                   | Odophos Plus               | Gallon                 | \$1.47           |
| 6                                   | Ferric Sulfate (9%)        | Gallon                 | \$1.50           |
| 7                                   | PRI-SC Odophos             | Gallon                 | \$0.90           |
| 8                                   | PRI-SC Odophos Plus        | Gallon                 | \$1.71           |
| 9                                   | PRI-SC Ferric Sulfate (9%) | Gallon                 | \$1.75           |
| 10                                  | 50% Hydrogen Peroxide      | Pound                  | \$0.46           |
| 11                                  | PRI-SC Peroxide            | Pound                  | \$0.52           |
| 12                                  | VX-456 (Bulk Tanker)       | Pound                  | \$1.25           |
| 13                                  | VX-456 (Tote)              | Pound                  | \$1.59           |
| 14                                  | Aktivox (Bulk Tanker)      | Pound                  | \$0.95           |
| 15                                  | Aktivox (Tote)             | Pound                  | \$1.27           |
| 16                                  | Textone L                  | Pound                  | \$0.88           |
| 17                                  | AQuit                      | Pound                  | \$17.30          |
| 18                                  | AlkAGEN AQ                 | Gallon                 | \$1.53           |
| 19                                  | Sodium Hydroxide 25%       | Gallon                 | \$2.47           |
| 20                                  | Sodium Hydroxide 50%       | Gallon                 | \$5.33           |
| 21                                  | Sodium Hypochlorite        | Gallon                 | \$2.36           |

\*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

### **EQUIPMENT**

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.



**Primary Vapor-Phase Technologies Monthly Costs**

| ITEM | DESIGN AIR FLOW<br>(cfm) | AVERAGE DESIGN H2S CONCENTRATION<br>(ppmv) |             |             |             |
|------|--------------------------|--------------------------------------------|-------------|-------------|-------------|
|      |                          | A. <10                                     | B. 10-150   | C. 150-300  | D. 300-500  |
| 1    | Natural Draft            | \$128.50                                   | \$746.33    | N/A         | N/A         |
| 2    | 0-140                    | \$985.85                                   | \$1,472.10  | \$1,742.46  | \$2,516.54  |
| 3    | 0-280                    | \$1,128.74                                 | \$1,611.90  | \$2,516.54  | \$4,034.90  |
| 4    | 0-600                    | \$1,680.78                                 | \$2,280.10  | \$3,830.33  | \$4,584.88  |
| 5    | 0-850                    | \$2,442.53                                 | \$3,249.51  | \$4,183.96  | \$5,007.39  |
| 6    | 0-1150                   | \$2,685.14                                 | \$3,569.22  | \$4,432.74  | \$5,522.42  |
| 7    | 0-1500                   | \$3,071.66                                 | \$4,034.90  | \$5,007.39  | \$6,116.60  |
| 8    | 0-2000                   | \$3,386.23                                 | \$4,240.50  | \$6,008.66  | \$7,020.21  |
| 9    | 0-3000                   | \$4,029.76                                 | \$4,805.90  | \$7,020.21  | \$8,403.90  |
| 10   | 0-4000                   | \$4,495.44                                 | \$5,522.42  | \$8,403.90  | \$11,873.40 |
| 11   | 0-5000                   | \$4,964.21                                 | \$5,659.14  | \$9,200.60  | \$14,647.97 |
| 12   | 0-8000                   | \$7,689.44                                 | \$8,635.20  | \$11,765.46 | \$16,139.60 |
| 13   | 0-12000                  | \$11,138.38                                | \$11,873.40 | \$14,647.97 | \$20,225.90 |
| 14   | 0-15000                  | \$12,101.62                                | \$13,240.64 | \$22,881.22 | N/A         |
| 15   | 0-18000                  | \$14,945.06                                | \$15,642.05 | \$24,325.56 | N/A         |

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

**Fully Automated Odor Control Products**

1. H2S Monitor \$ 360.00/mo.
2. Advanced Dosing Controller&Monitor \$ 450.00/mo.

*Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.*

**Professional Services:**

| <u>Description</u>             | <u>Fee</u>    |
|--------------------------------|---------------|
| 1. Engineer or Chemist         | \$ 200.00/hr. |
| 2. Technician                  | \$ 150.00/hr. |
| 3. Professional Engineer(P.E.) | \$ 250.00/hr. |

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed,  
in duplicate, by the respective Parties hereto.

DATED this 9 day of June, 2021 by the Lee County Board of County  
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: Mary G. Tucker

Mary G. Tucker

Director of Procurement Management, on  
behalf of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

BY: Chuck Lira

County Attorney's Office

DATED this 1 day of April, 2021 by Evoqua Water Technologies, LLC

ATTEST:

BY: J. R. Miller

Authorized Signature

See Attached Officer's Certificate  
(Witness)

Jennifer R. Miller

Authorized Signature Printed Name

V.P. & G.M.

Authorized Signature Title

CORPORATE SEAL:





Kevin Ruane  
*District One*

June 11, 2021

Cecil L. Pendergrass  
*District Two*

Ray Sandelli  
*District Three*

Brian Hamman  
*District Four*

Frank Mann  
*District Five*

Roger Desjarlais  
*County Manager*

Richard Wesch  
*County Attorney*

Donna Marie Collins  
*County Hearing Examiner*

Mr. Charles Maltby  
Evoqua Water Technologies, LLC  
210 Sixth Avenue, Suite 3300  
Pittsburg, PA 15222

SUBJECT:      Renewal of Annual Contract No. RFP170384ANB  
Odor Control & Corrosion Services

Dear Mr. Maltby:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 5/14/21 through 5/13/22.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award. In addition, the Board approved the price increase on 6/1/21 at the 2.8%. and takes effect 5/14/21.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

*Kimberly Urban*

Kimberly Urban  
Contracts Analyst  
Procurement Management Division

C: Project File

Kevin Ruane  
 District One

December 22, 2020

239-533-8871

Cecil L. Pendergrass  
 District Two

Ray Sandell  
 District Three

Brian Hamman  
 District Four

Frank Mann  
 District Five

Roger Desjarlais  
 County Manager

Richard Wesch  
 County Attorney

Donna Marie Collins  
 County Hearing  
 Examiner

Mr. Charles Maltby  
 Evoqua Water Technologies, LLC  
 210 Sixth Avenue, Suite 3300  
 Pittsburgh, PA 15222

Subject: Renewal of Annual Contract RFP170384ANB  
 Odor Control & Corrosion Services

Dear Mr. Maltby:

The above-referenced annual contract will expire on May 13, 2021, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (5/14/21 – 5/13/22). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email [kurban@leegov.com](mailto:kurban@leegov.com)), within 15 calendar days from receipt. Failure to return by January 6, 2021, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

\* a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

\* Please see attached requested pricing

*As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.*

b. I am not interested in extending this contract for an additional one-year period. Why? \_\_\_\_\_

Vendor:

  
 \_\_\_\_\_  
 Signature

Lee County:

  
 \_\_\_\_\_  
 Signature of Authorized Official

V.P. & G.M. - Municipal Services  
 \_\_\_\_\_  
 Title

Procurement Management Director  
 \_\_\_\_\_  
 Title

01/08/2020  
 \_\_\_\_\_  
 Date

6/9/21  
 \_\_\_\_\_  
 Date

P.O. Box 398, Fort Myers, Florida 33902-0398 Phone: (239) 533-2111  
[www.leegov.com](http://www.leegov.com)  
 AN EQUAL OPPORTUNITY EMPLOYER

| Fee Schedule Items         | Percentage of Increase | Evoqua Current | Evoqua with Requested 2.8% Increase |
|----------------------------|------------------------|----------------|-------------------------------------|
| Bioxide                    | 2.8%                   | \$ 2.40        | \$ 2.47                             |
| Bioxide Plus 71            | 2.8%                   | \$ 3.55        | \$ 3.65                             |
| Bioxide AE                 | 2.8%                   | \$ 2.77        | \$ 2.85                             |
| Odophos                    | 2.8%                   | \$ 0.78        | \$ 0.80                             |
| Odophos Plus               | 2.8%                   | \$ 1.43        | \$ 1.47                             |
| Ferric Sulfate (9%)        | 2.8%                   | \$ 1.46        | \$ 1.50                             |
| PRI-SC Odophos             | N/A                    |                |                                     |
| PRI-SC Odophos Plus        | N/A                    |                |                                     |
| PRI-SC Ferric Sulfate (9%) | N/A                    |                |                                     |
| 50% Hydrogen Peroxide      | 2.8%                   | \$ 0.45        | \$ 0.46                             |
| PRI-SC Peroxide            | N/A                    |                |                                     |
| VX-456 (Bulk Tanker)       | 2.8%                   | \$ 1.22        | \$ 1.25                             |
| VX-456 (Tote)              | 2.8%                   | \$ 1.55        | \$ 1.59                             |
| Aktivox (Bulk Tanker)      | 2.8%                   | \$ 0.92        | \$ 0.95                             |
| Aktivox (Tote)             | 2.8%                   | \$ 1.24        | \$ 1.27                             |
| Textone L                  | 2.8%                   | \$ 0.86        | \$ 0.88                             |
| Aquit                      | 2.8%                   | \$ 16.83       | \$ 17.30                            |
| AlkAGEN AQ                 | 2.8%                   | \$ 1.49        | \$ 1.53                             |
| Sodium Hydroxide 25%       | 2.8%                   | \$ 2.40        | \$ 2.47                             |
| Sodium Hydroxide 50%       | 2.8%                   | \$ 5.18        | \$ 5.33                             |
| Sodium Hypochlorite        | 2.8%                   | \$ 2.30        | \$ 2.36                             |
|                            |                        |                |                                     |
| Natural Draft              |                        |                |                                     |
| A. <10                     | 2.8%                   | \$ 125.00      | \$ 128.50                           |
| B. 10-150                  | 2.8%                   | \$ 726.00      | \$ 746.33                           |
| C. 150-300                 | 2.8%                   | N/A            | N/A                                 |
| D. 300-500                 | 2.8%                   | N/A            |                                     |
| 0-140                      |                        |                |                                     |
| A. <10                     | 2.8%                   | \$ 959.00      | \$ 985.85                           |
| B. 10-150                  | 2.8%                   | \$ 1,432.00    | \$ 1,472.10                         |
| C. 150-300                 | 2.8%                   | \$ 1,695.00    | \$ 1,742.46                         |
| D. 300-500                 | 2.8%                   | \$ 2,448.00    | \$ 2,516.54                         |
| 0-280                      |                        |                |                                     |
| A. <10                     | 2.8%                   | \$ 1,098.00    | \$ 1,128.74                         |
| B. 10-150                  | 2.8%                   | \$ 1,568.00    | \$ 1,611.90                         |
| C. 150-300                 | 2.8%                   | \$ 2,448.00    | \$ 2,516.54                         |
| D. 300-500                 | 2.8%                   | \$ 3,925.00    | \$ 4,034.90                         |
| 0-600                      |                        |                |                                     |
| A. <10                     | 2.8%                   | \$ 1,635.00    | \$ 1,680.78                         |
| B. 10-150                  | 2.8%                   | \$ 2,218.00    | \$ 2,280.10                         |
| C. 150-300                 | 2.8%                   | \$ 3,726.00    | \$ 3,830.33                         |
| D. 300-500                 | 2.8%                   | \$ 4,460.00    | \$ 4,584.88                         |
| 0-850                      |                        |                |                                     |
| A. <10                     | 2.8%                   | \$ 2,376.00    | \$ 2,442.53                         |
| B. 10-150                  | 2.8%                   | \$ 3,161.00    | \$ 3,249.51                         |
| C. 150-300                 | 2.8%                   | \$ 4,070.00    | \$ 4,183.96                         |
| D. 300-500                 | 2.8%                   | \$ 4,871.00    | \$ 5,007.39                         |
| 0-1150                     |                        |                |                                     |
| A. <10                     | 2.8%                   | \$ 2,612.00    | \$ 2,685.14                         |
| B. 10-150                  | 2.8%                   | \$ 3,472.00    | \$ 3,569.22                         |
| C. 150-300                 | 2.8%                   | \$ 4,312.00    | \$ 4,432.74                         |
| D. 300-500                 | 2.8%                   | \$ 5,372.00    | \$ 5,522.42                         |
| 0-1500                     |                        |                |                                     |
| A. <10                     | 2.8%                   | \$ 2,988.00    | \$ 3,071.66                         |
| B. 10-150                  | 2.8%                   | \$ 3,925.00    | \$ 4,034.90                         |
| C. 150-300                 | 2.8%                   | \$ 4,871.00    | \$ 5,007.39                         |
| D. 300-500                 | 2.8%                   | \$ 5,950.00    | \$ 6,116.60                         |
| 0-2000                     |                        |                |                                     |
| A. <10                     | 2.8%                   | \$ 3,294.00    | \$ 3,386.23                         |
| B. 10-150                  | 2.8%                   | \$ 4,125.00    | \$ 4,240.50                         |
| C. 150-300                 | 2.8%                   | \$ 5,845.00    | \$ 6,008.66                         |
| D. 300-500                 | 2.8%                   | \$ 6,829.00    | \$ 7,020.21                         |
| 0-3000                     |                        |                |                                     |
| A. <10                     | 2.8%                   | \$ 3,920.00    | \$ 4,029.76                         |
| B. 10-150                  | 2.8%                   | \$ 4,675.00    | \$ 4,805.90                         |
| C. 150-300                 | 2.8%                   | \$ 6,829.00    | \$ 7,020.21                         |

|                                                            |      |     |           |    |           |
|------------------------------------------------------------|------|-----|-----------|----|-----------|
| D. 300-500                                                 | 2.8% | \$  | 8,175.00  | \$ | 8,403.90  |
| 0-4000                                                     |      |     |           |    |           |
| A. <10                                                     | 2.8% | \$  | 4,373.00  | \$ | 4,495.44  |
| B. 10-150                                                  | 2.8% | \$  | 5,372.00  | \$ | 5,522.42  |
| C. 150-300                                                 | 2.8% | \$  | 8,175.00  | \$ | 8,403.90  |
| D. 300-500                                                 | 2.8% | \$  | 11,550.00 | \$ | 11,873.40 |
| 0-5000                                                     |      |     |           |    |           |
| A. <10                                                     | 2.8% | \$  | 4,829.00  | \$ | 4,964.21  |
| B. 10-150                                                  | 2.8% | \$  | 5,505.00  | \$ | 5,659.14  |
| C. 150-300                                                 | 2.8% | \$  | 8,950.00  | \$ | 9,200.60  |
| D. 300-500                                                 | 2.8% | \$  | 14,249.00 | \$ | 14,647.97 |
| 0-8000                                                     |      |     |           |    |           |
| A. <10                                                     | 2.8% | \$  | 7,480.00  | \$ | 7,689.44  |
| B. 10-150                                                  | 2.8% | \$  | 8,400.00  | \$ | 8,635.20  |
| C. 150-300                                                 | 2.8% | \$  | 11,445.00 | \$ | 11,765.46 |
| D. 300-500                                                 | 2.8% | \$  | 15,700.00 | \$ | 16,139.60 |
| 0-12000                                                    |      |     |           |    |           |
| A. <10                                                     | 2.8% | \$  | 10,835.00 | \$ | 11,138.38 |
| B. 10-150                                                  | 2.8% | \$  | 11,550.00 | \$ | 11,873.40 |
| C. 150-300                                                 | 2.8% | \$  | 14,249.00 | \$ | 14,647.97 |
| D. 300-500                                                 | 2.8% | \$  | 19,675.00 | \$ | 20,225.90 |
| 0-15000                                                    |      |     |           |    |           |
| A. <10                                                     | 2.8% | \$  | 11,772.00 | \$ | 12,101.62 |
| B. 10-150                                                  | 2.8% | \$  | 12,880.00 | \$ | 13,240.64 |
| C. 150-300                                                 | 2.8% | \$  | 22,258.00 | \$ | 22,881.22 |
| D. 300-500                                                 | 2.8% | N/A |           |    |           |
| 0-18000                                                    |      |     |           |    |           |
| A. <10                                                     | 2.8% | \$  | 14,538.00 | \$ | 14,945.06 |
| B. 10-150                                                  | 2.8% | \$  | 15,216.00 | \$ | 15,642.05 |
| C. 150-300                                                 | 2.8% | \$  | 23,663.00 | \$ | 24,325.56 |
| D. 300-500                                                 | 2.8% | N/A |           |    |           |
|                                                            |      |     |           |    |           |
| FY 2019/20 Spend: \$1,247,885.76                           |      |     |           |    |           |
| \$1,247,885.76 x 2.8%=34,940.80                            |      |     |           |    |           |
|                                                            |      |     |           |    |           |
|                                                            |      |     |           |    |           |
| Total Anticipated Spend (FY2020/21 + 2.8%)= \$1,282,826.56 |      |     |           |    |           |



Lee County Procurement Management  
Signatory Authorization Affidavit

Date: 01/08/2021 Company Name: Evoqua Water Technologies LLC ("Company")

AUTHORIZATION: The Affiant warrants the truth and accuracy of this Affidavit to statements hereinafter made. The Affiant acknowledges that it is of critical importance that the individuals signing legally binding documents on the Company's behalf possess the authority to bind the Company so that both parties are bound by the terms of said documents. The Affiant further acknowledges that the Lee County Board of County Commissioners ("County") reserves the right to request supporting documentation regarding signatory authorization, at any time, and a document will be rejected, if it does not comply exactly with the signature authorization requirements.

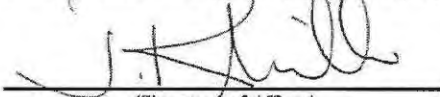
INSTRUCTIONS: This Authorization Affidavit shall only be executed by the following:

- Corporation: President or CEO
- LLC: Managing Member, if manager-managed LLC or Member, if member-managed LLC
- Sole Proprietor: Owner
- An individual authorized to sign on the Company's behalf as evidenced by internal Company documentation delegating signing authority to that individual. Please attach internal Company documentation, if applicable.

All signatures on this Affidavit must be wet, non-electronic and non-digital original signatures. If you have more than four Authorized Signatories, please duplicate this page. A wet, non-electronic and non-digital original signature is required on each page. The following individuals are hereby authorized, as representatives of the Company identified above, to sign and execute legally binding documents on behalf of the Company.

| Authorized Signatory Name          | Title                        |
|------------------------------------|------------------------------|
| Jennifer R. Miller                 | V.P.&G.M.-Municipal Services |
| See Attached Officer's Certificate |                              |
|                                    |                              |
|                                    |                              |

By executing this Affidavit, I hereby authorize the individuals shown above to sign and execute legally binding documents on behalf of the Company. I further acknowledge that it shall be the sole responsibility of the Company to provide an updated Signatory Authorization Affidavit, upon any change in signatory authorization, to the County, Attention: Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, FL 33901.

  
(Signature of Affiant)

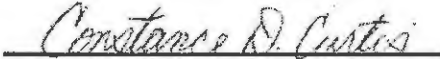
V.P.&G.M.-Municipal Services 01/08/2021  
(Title: President, CEO, Managing Member, (Date)  
Member, Owner)

Jennifer R. Miller  
(Printed Name of Affiant)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was signed and acknowledged before me this 8th day of January

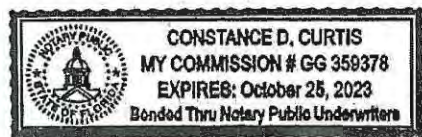
20 21 who produced the following as identification Personally known  
(type of identification and number or personally known)

  
Notary Public Signature

Constance D. Curtis  
Printed Name of Notary Public

GG 359378 10/25/23  
Commission Number/Expiration

Page 1 of 1





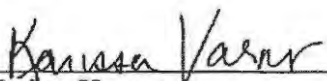
EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Karissa Varner, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Jennifer R. Miller is Vice President and General Manager of the WT Municipal Services Sub-segment of the Company, and that in such capacity, Ms. Miller has full power and authority to execute and deliver the Company's bid and all related ancillary agreements in connection with the supply of Full Service Odor Control to Lee County Board of County Commissioners in Fort Myers, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 7<sup>th</sup> day of November 2017.



  
Karissa Varner  
Assistant Secretary

SECOND AMENDMENT OF THE ANNUAL AGREEMENT  
FOR ODOR CONTROL & CORROSION SERVICES

SECOND AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14<sup>th</sup> day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties mutually agree that the price increase will begin on the 14<sup>th</sup> day of May, 2022; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase will begin on the 14th day of May, 2022
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table in Exhibit B of the Agreement:

[The remainder of this page intentionally left blank.]

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

| <b>CHEMICAL/BIOLOGICAL PRODUCTS</b> |                            |                               |                         |
|-------------------------------------|----------------------------|-------------------------------|-------------------------|
| <i><b>Item #</b></i>                | <i><b>Description</b></i>  | <i><b>Unit of Measure</b></i> | <i><b>Unit Cost</b></i> |
| 1                                   | Bioxide                    | Gallon                        | \$2.69                  |
| 2                                   | Bioxide Plus 71            | Gallon                        | \$3.89                  |
| 3                                   | Bioxide AE                 | Gallon                        | \$2.98                  |
| 4                                   | Odophos                    | Gallon                        | \$1.29                  |
| 5                                   | Odophos Plus               | Gallon                        | \$1.89                  |
| 6                                   | Ferric Sulfate (9%)        | Gallon                        | \$1.94                  |
| 7                                   | PRI-SC Odophos             | Gallon                        | \$0.90                  |
| 8                                   | PRI-SC Odophos Plus        | Gallon                        | \$1.71                  |
| 9                                   | PRI-SC Ferric Sulfate (9%) | Gallon                        | \$1.75                  |
| 10                                  | 50% Hydrogen Peroxide      | Pound                         | \$0.46                  |
| 11                                  | PRI-SC Peroxide            | Pound                         | \$0.52                  |
| 12                                  | VX-456 (Bulk Tanker)       | Pound                         | \$1.35                  |
| 13                                  | VX-456 (Tote)              | Pound                         | \$1.74                  |
| 14                                  | Aktivox (Bulk Tanker)      | Pound                         | \$1.03                  |
| 15                                  | Aktivox (Tote)             | Pound                         | \$1.39                  |
| 16                                  | Textone L                  | Pound                         | \$0.98                  |
| 17                                  | AQuit                      | Pound                         | \$17.79                 |
| 18                                  | AlkAGEN AQ                 | Gallon                        | \$1.68                  |
| 19                                  | Sodium Hydroxide 25%       | Gallon                        | \$3.99                  |
| 20                                  | Sodium Hydroxide 50%       | Gallon                        | \$6.50                  |
| 21                                  | Sodium Hypochlorite        | Gallon                        | \$2.75                  |

\*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

### **EQUIPMENT**

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

**Primary Vapor-Phase Technologies Monthly Costs**

| ITEM | DESIGN AIR FLOW<br>(cfm) | AVERAGE DESIGN H2S CONCENTRATION<br>(ppmv) |             |             |             |
|------|--------------------------|--------------------------------------------|-------------|-------------|-------------|
|      |                          | A. <10                                     | B. 10-150   | C. 150-300  | D. 300-500  |
| 1    | Natural Draft            | \$251.00                                   | \$789.10    | N/A         | N/A         |
| 2    | 0-140                    | \$1,092.00                                 | \$1,585.91  | \$2,497.00  | \$3,055.25  |
| 3    | 0-280                    | \$1,574.00                                 | \$2,215.71  | \$3,055.25  | \$4,264.00  |
| 4    | 0-600                    | \$1,768.00                                 | \$2,362.00  | \$3,953.00  | \$4,831.00  |
| 5    | 0-850                    | \$2,698.00                                 | \$3,354.00  | \$4,351.00  | \$4,998.00  |
| 6    | 0-1150                   | \$3,048.00                                 | \$4,163.00  | \$5,167.00  | \$6,322.00  |
| 7    | 0-1500                   | \$3,250.00                                 | \$4,204.00  | \$5,266.00  | \$6,379.00  |
| 8    | 0-2000                   | \$3,494.00                                 | \$4,408.00  | \$6,316.00  | \$7,322.00  |
| 9    | 0-3000                   | \$4,268.00                                 | \$4,769.00  | \$6,246.00  | \$8,992.50  |
| 10   | 0-4000                   | \$4,650.00                                 | \$5,699.00  | \$8,739.00  | \$12,356.00 |
| 11   | 0-5000                   | \$4,950.00                                 | \$5,939.00  | \$9,499.00  | \$15,534.00 |
| 12   | 0-8000                   | \$7,944.00                                 | \$8,968.00  | \$12,674.00 | \$16,754.00 |
| 13   | 0-12000                  | \$11,552.00                                | \$12,781.00 | \$15,534.00 | \$20,969.00 |
| 14   | 0-15000                  | \$12,488.00                                | \$13,738.00 | \$23,611.00 | N/A         |
| 15   | 0-18000                  | \$15,471.00                                | \$17,162.20 | \$28,333.20 | N/A         |

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

**Fully Automated Odor Control Products**

- |                                       |               |
|---------------------------------------|---------------|
| 1. H2S Monitor                        | \$ 360.00/mo. |
| 2. Advanced Dosing Controller&Monitor | \$ 450.00/mo. |

*Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.*

**Professional Services:**

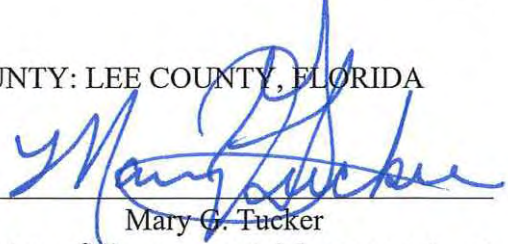
| <b><u>Description</u></b>      | <b><u>Fee</u></b> |
|--------------------------------|-------------------|
| 1. Engineer or Chemist         | \$ 200.00/hr.     |
| 2. Technician                  | \$ 150.00/hr.     |
| 3. Professional Engineer(P.E.) | \$ 250.00/hr.     |



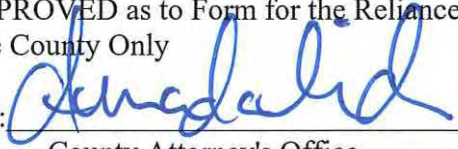
IN WITNESS WHEREOF this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

DATED this 3 day of May, 2022 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY:   
Mary G. Tucker  
Director of Procurement Management, on  
behalf of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

BY:   
County Attorney's Office

DATED this 11 day of March, 2022 by Evoqua Water Technologies, LLC

ATTEST:

  
(Witness)

David L. Morano

BY:   
Authorized Signature

Thomas R. Wilson, P.E.

Authorized Signature Printed Name

V.P. & G.M.

Authorized Signature Title

CORPORATE SEAL:







Kevin Ruane  
*District One*

May 3, 2022

Cecil L. Pendergrass  
*District Two*

Ray Sandelli  
*District Three*

Brian Hamman  
*District Four*

Frank Mann  
*District Five*

Roger Desjarlais  
*County Manager*

Richard Wesch  
*County Attorney*

Donna Marie Collins  
*County Hearing Examiner*

Mr. Charles Maltby  
Evoqua Water Technologies, LLC  
210 Sixth Avenue, Suite 3300  
Pittsburg, PA 15222

SUBJECT: Renewal of Annual Contract No. RFP170384ANB  
Odor Control & Corrosion Services

Dear Mr. Maltby:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 5/14/22 through 5/13/23.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award with the inclusion of the requested pricing from the Board date of 4/19/23. Please see Amendment.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

*Kimberly Urban*

Kimberly Urban  
Contracts Analyst  
Procurement Management Division

C: Project File



Kevin Ruane  
District One

November 2, 2021

239-533-8871

Cecil L. Pendergrass  
District Two

Ray Sandelli  
District Three

Brian Hamman  
District Four

Frank Mann  
District Five

Roger Desjarlais  
County Manager

Richard Wesch  
County Attorney

Donna Marie Collins  
County Hearing  
Examiner

Mr. Charles Maltby  
Evoqua Water Technologies, LLC  
210 Sixth Avenue, Suite 3300  
Pittsburg, PA 15222

Subject: Renewal of Annual Contract RFP170384ANB  
Odor Control & Corrosion Services

Dear Mr. Maltby:

The above-referenced annual contract will expire on May 13, 2022, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (5/14/22 – 5/13/23). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email [kurban@leegov.com](mailto:kurban@leegov.com)), within 15 calendar days from receipt. Failure to return by **November 16, 2021**, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

\* \_\_\_\_\_ a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

\*Please see attached requested pricing

*As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.*

\_\_\_\_\_ b. I am not interested in extending this contract for an additional one-year period. Why? \_\_\_\_\_

Vendor:

Signature Jennifer R. Miller

Lee County:

Signature of Authorized Official

V. P. & G. M.

Title

Procurement Management Director

Title

2/1/22

Date

Date

P.O. Box 398, Fort Myers, Florida 33902-0398 Phone: (239) 533-2111  
[www.leegov.com](http://www.leegov.com)  
AN EQUAL OPPORTUNITY EMPLOYER

| Item # | Description                | Unit Cost | Unit of Measure |
|--------|----------------------------|-----------|-----------------|
| 1      | Bioxide                    | \$ 2.69   | gal             |
| 2      | Bioxide Plus 71            | \$ 3.89   | gal             |
| 3      | Bioxide AE                 | \$ 2.98   | gal             |
| 4      | Odophos                    | \$ 1.29   | gal             |
| 5      | Odophos Plus               | \$ 1.89   | gal             |
| 6      | Ferric Sulfate (9%)        | \$ 1.94   | gal             |
| 7      | PRI-SC Odophos*            | NA        | gal             |
| 8      | PRI-SC Odophos Plus*       | NA        | gal             |
| 9      | PRI-SC Ferric Sulfate (9%) | NA        | gal             |
| 10     | 50% Hydrogen Peroxide      | \$ 0.46   | lb              |
| 11     | PRI-SC Peroxide*           | NA        | lb              |
| 12     | VX-456 (Bulk Tanker)       | \$ 1.35   | lb              |
| 13     | VX-456 (Tote)              | \$ 1.74   | lb              |
| 14     | Aktivox (Bulk Tanker)      | \$ 1.03   | lb              |
| 15     | Aktivox (Tote)             | \$ 1.39   | lb              |
| 16     | Textone L                  | \$ 0.98   | lb              |
| 17     | AQuit                      | \$ 17.79  | lb              |
| 18     | Alkagen AQ                 | \$ 1.68   | gal             |
| 19     | Sodium Hydroxide 25%**     | \$ 3.99   | gal             |
| 20     | Sodium Hydroxide 50%**     | \$ 6.50   | gal             |
| 21     | Sodium Hypochlorite**      | \$ 2.75   | gal             |
| 22     | Perox Plus***              | \$ 3.45   | lb              |

**Notes:**

\* PRISC Products no longer available

\*\*Mini-bulk availability

\*\*\*New product available

| ITEM | DESIGN AIR FLOW (cfm) | AVERAGE DESIGN H <sub>2</sub> S CONCENTRATION (ppmv) |             |             |             |
|------|-----------------------|------------------------------------------------------|-------------|-------------|-------------|
|      |                       | A. <10                                               | B. 10-150   | C. 150-300  | D. 300-500  |
| 1    | Natural Draft         | \$251.00                                             | \$789.00    | NA          | NA          |
| 2    | 0-140                 | \$1,092.00                                           | \$1,585.91  | \$2,497.00  | \$3,055.25  |
| 3    | 0-280                 | \$1,574.00                                           | \$2,215.71  | \$3,055.25  | \$4,264.00  |
| 4    | 0-600                 | \$1,768.00                                           | \$2,362.00  | \$3,953.00  | \$4,831.00  |
| 5    | 0-850                 | \$2,698.00                                           | \$3,354.00  | \$4,351.00  | \$4,998.00  |
| 6    | 0-1150                | \$3,048.00                                           | \$4,163.00  | \$5,167.00  | \$6,322.00  |
| 7    | 0-1500                | \$3,250.00                                           | \$4,204.00  | \$5,266.00  | \$6,379.00  |
| 8    | 0-2000                | \$3,494.00                                           | \$4,408.00  | \$6,316.00  | \$7,322.00  |
| 9    | 0-3000                | \$4,268.00                                           | \$4,769.00  | \$6,246.00  | \$8,992.50  |
| 10   | 0-4000                | \$4,650.00                                           | \$5,699.00  | \$8,739.00  | \$12,356.00 |
| 11   | 0-5000                | \$4,950.00                                           | \$5,939.00  | \$9,499.00  | \$15,534.00 |
| 12   | 0-8000                | \$7,944.00                                           | \$8,968.00  | \$12,674.00 | \$16,754.00 |
| 13   | 0-12000               | \$11,552.00                                          | \$12,781.00 | \$15,534.00 | \$20,969.00 |
| 14   | 0-15000               | \$12,488.00                                          | \$13,738.00 | \$23,611.00 | NA          |
| 15   | 0-18000               | \$15,471.00                                          | \$17,162.20 | \$28,333.20 | NA          |
| 16*  | 0-20000               | \$18,945.00                                          | \$19,445.00 | NA          | NA          |

**Notes**

*\*New airflow range available to the County.*

THIRD AMENDMENT OF THE ANNUAL AGREEMENT  
FOR ODOR CONTROL & CORROSION SERVICES

THIRD AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14<sup>th</sup> day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties also desire to correct an error in the Primary Vapor-Phase Technologies costs table; and,

WHEREAS, the Parties also desire to remove several items from the Chemical/Biological products that the Vendor no longer has available; and,

WHEREAS, the Parties mutually agree that items 7, 8, 9, and 11 of the Chemical/Biological products will be listed as "NA", the price increase for Chemical/Biological products will begin on the 14<sup>th</sup> day of May, 2023. and the price increase for the Primary Vapor-Phase Technologies will begin on the 1<sup>st</sup> day of January, 2023; and,

WHEREAS, the Parties also mutually agree that the price for item 9C on the Primary Vapor-Phase Technologies costs table shall be corrected from "\$6,246.00" to "\$7,398.00," for any installations occurring prior to the 1<sup>st</sup> day of January, 2023; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase for Chemical/Biological products will begin on the 14th day of May, 2023
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table for Chemical/Biological Products in Exhibit B of the Agreement:

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

| <b>CHEMICAL/BIOLOGICAL PRODUCTS</b> |                            |                               |                         |
|-------------------------------------|----------------------------|-------------------------------|-------------------------|
| <i><b>Item #</b></i>                | <i><b>Description</b></i>  | <i><b>Unit of Measure</b></i> | <i><b>Unit Cost</b></i> |
| 1                                   | Bioxide                    | Gallon                        | \$3.37                  |
| 2                                   | Bioxide Plus 7l            | Gallon                        | \$4.57                  |
| 3                                   | Bioxide AE                 | Gallon                        | \$3.55                  |
| 4                                   | Odophos                    | Gallon                        | \$1.68                  |
| 5                                   | Odophos Plus               | Gallon                        | \$2.09                  |
| 6                                   | Ferric Sulfate (9%)        | Gallon                        | \$2.36                  |
| 7                                   | PRI-SC Odophos             | Gallon                        | NA                      |
| 8                                   | PRI-SC Odophos Plus        | Gallon                        | NA                      |
| 9                                   | PRI-SC Ferric Sulfate (9%) | Gallon                        | NA                      |
| 10                                  | 50% Hydrogen Peroxide      | Pound                         | \$0.49                  |
| 11                                  | PRI-SC Peroxide            | Pound                         | NA                      |
| 12                                  | VX-456 (Bulk Tanker)       | Pound                         | \$1.69                  |
| 13                                  | VX-456 (Tote)              | Pound                         | \$2.25                  |
| 14                                  | Aktivox (Bulk Tanker)      | Pound                         | \$1.26                  |
| 15                                  | Aktivox (Tote)             | Pound                         | \$1.74                  |
| 16                                  | Textone L                  | Pound                         | \$1.29                  |
| 17                                  | AQuit                      | Pound                         | \$22.00                 |
| 18                                  | AlkAGEN AQ                 | Gallon                        | \$2.04                  |
| 19                                  | Sodium Hydroxide 25%       | Gallon                        | \$4.89                  |
| 20                                  | Sodium Hydroxide 50%       | Gallon                        | \$8.45                  |
| 21                                  | Sodium Hypochlorite        | Gallon                        | \$4.20                  |

\*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

[Remainder of the page left intentionally blank.]



3. The Parties agree that the following table shall supersede the existing table for Primary Vapor-Phase Technologies Monthly Costs in Exhibit B of the Agreement, for any installations prior to the 1<sup>st</sup> day of January, 2023:

**Primary Vapor-Phase Technologies Monthly Costs**

| ITEM | DESIGN AIR FLOW<br>(cfm) | AVERAGE DESIGN H2S CONCENTRATION<br>(ppmv) |             |             |             |
|------|--------------------------|--------------------------------------------|-------------|-------------|-------------|
|      |                          | A. <10                                     | B. 10-150   | C. 150-300  | D. 300-500  |
| 1    | Natural Draft            | \$251.00                                   | \$789.10    | N/A         | N/A         |
| 2    | 0-140                    | \$1,092.00                                 | \$1,585.91  | \$2,497.00  | \$3,055.25  |
| 3    | 0-280                    | \$1,574.00                                 | \$2,215.71  | \$3,055.25  | \$4,264.00  |
| 4    | 0-600                    | \$1,768.00                                 | \$2,362.00  | \$3,953.00  | \$4,831.00  |
| 5    | 0-850                    | \$2,698.00                                 | \$3,354.00  | \$4,351.00  | \$4,998.00  |
| 6    | 0-1150                   | \$3,048.00                                 | \$4,163.00  | \$5,167.00  | \$6,322.00  |
| 7    | 0-1500                   | \$3,250.00                                 | \$4,204.00  | \$5,266.00  | \$6,379.00  |
| 8    | 0-2000                   | \$3,494.00                                 | \$4,408.00  | \$6,316.00  | \$7,322.00  |
| 9    | 0-3000                   | \$4,268.00                                 | \$4,769.00  | \$7,398.00  | \$8,992.50  |
| 10   | 0-4000                   | \$4,650.00                                 | \$5,699.00  | \$8,739.00  | \$12,356.00 |
| 11   | 0-5000                   | \$4,950.00                                 | \$5,939.00  | \$9,499.00  | \$15,534.00 |
| 12   | 0-8000                   | \$7,944.00                                 | \$8,968.00  | \$12,674.00 | \$16,754.00 |
| 13   | 0-12000                  | \$11,552.00                                | \$12,781.00 | \$15,534.00 | \$20,969.00 |
| 14   | 0-15000                  | \$12,488.00                                | \$13,738.00 | \$23,611.00 | N/A         |
| 15   | 0-18000                  | \$15,471.00                                | \$17,162.20 | \$28,333.20 | N/A         |

Notes:

- A. A mobilization fee of two (2) times the monthly rental fee shall apply for all units installed prior to 1/1/2023. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
- B. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

[Remainder of the page left intentionally blank.]

4. The Parties agree that the following table shall supersede the existing table for Primary Vapor-Phase Technologies Monthly Costs in Exhibit B of the Agreement, for any installations after the 1<sup>st</sup> day of January, 2023:

**Primary Vapor-Phase Technologies Monthly Costs**

| ITEM | DESIGN AIR FLOW<br>(cfm) | AVERAGE DESIGN H <sub>2</sub> S CONCENTRATION<br>(ppmv) |             |             |             |
|------|--------------------------|---------------------------------------------------------|-------------|-------------|-------------|
|      |                          | A. <10                                                  | B. 10-150   | C. 150-300  | D. 300-500  |
| 1    | Natural Draft            | \$281.12                                                | \$883.68    | NA          | NA          |
| 2    | 0-140                    | \$1,223.04                                              | \$1,776.22  | \$2,796.64  | \$3,421.88  |
| 3    | 0-280                    | \$1,762.88                                              | \$2,481.60  | \$3,421.88  | \$4,775.68  |
| 4    | 0-600                    | \$1,980.16                                              | \$2,645.44  | \$4,427.36  | \$5,410.72  |
| 5    | 0-850                    | \$3,021.76                                              | \$3,756.48  | \$4,873.12  | \$5,597.76  |
| 6    | 0-1150                   | \$3,413.76                                              | \$4,662.56  | \$5,787.04  | \$7,080.64  |
| 7    | 0-1500                   | \$3,640.00                                              | \$4,708.48  | \$5,897.92  | \$7,144.48  |
| 8    | 0-2000                   | \$3,913.28                                              | \$4,936.96  | \$7,073.92  | \$8,200.64  |
| 9    | 0-3000                   | \$4,780.16                                              | \$5,341.28  | \$6,995.52  | \$10,071.60 |
| 10   | 0-4000                   | \$5,208.00                                              | \$6,382.88  | \$9,787.68  | \$13,838.72 |
| 11   | 0-5000                   | \$5,544.00                                              | \$6,651.68  | \$10,638.88 | \$17,398.08 |
| 12   | 0-8000                   | \$8,897.28                                              | \$10,044.16 | \$14,194.88 | \$18,764.48 |
| 13   | 0-12000                  | \$12,938.24                                             | \$14,314.72 | \$17,398.08 | \$23,485.28 |
| 14   | 0-15000                  | \$13,986.56                                             | \$15,386.56 | \$26,444.32 | NA          |
| 15   | 0-18000                  | \$17,327.52                                             | \$19,221.66 | \$31,733.18 | NA          |

Notes:

- A. A mobilization fee of three (3) times the monthly rental fee shall apply for all units installed after 1/1/2023. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
- B. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

[Remainder of the page left intentionally blank.]

IN WITNESS WHEREOF this Third Amendment of the Agreement has been signed and sealed,  
in duplicate, by the respective Parties hereto.

DATED this 13 day of March, 2022 by the Lee County Board of County  
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: Mary G. Tucker

Mary G. Tucker  
Director of Procurement Management, on  
behalf of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

BY: Demetrius  
County Attorney's Office

DATED this 8th day of December, 2022 by Evoqua Water Technologies, LLC

ATTEST:

BY: Thomas R. Wilson, P.E.  
Authorized Signature

See Attached Officer's Certificate  
(Witness)

Thomas R. Wilson, P.E.  
Authorized Signature Printed Name

V.P. & G.M.  
Authorized Signature Title





Kevin Ruane  
*District One*

March 14, 2023

Cecil L. Pendergrass  
*District Two*

Ray Sandelli  
*District Three*

Brian Hamman  
*District Four*

Mike Greenwell  
*District Five*

Roger Desjarlais  
*County Manager*

Richard Wesch  
*County Attorney*

Donna Marie Collins  
*County Hearing Examiner*

Mr. Charles Maltby  
Evoqua Water Technologies, LLC  
210 Sixth Avenue, Attn: Legal Dept., Suite 3300  
Pittsburgh, PA 15222

SUBJECT:      Renewal of Annual Contract No. RFP170384ANB  
Odor Control & Corrosion Services

Dear Mr. Maltby:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 5/14/23 through 5/13/24.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

*Kimberly Urban*

Kimberly Urban  
Contracts Analyst  
Procurement Management Division

C: Project File



# Lee County

Southwest Florida

Kevin Ruane  
District One

October 14, 2022

239-533-8871

Cecil L. Pendergrass  
District Two

Ray Sandelli  
District Three

Brian Hamman  
District Four

Mike Greenwell  
District Five

Roger Desjarlais  
County Manager

Richard Wesch  
County Attorney

Donna Marie Collins  
County Hearing  
Examiner

Mr. Charles Maltby  
Evoqua Water Technologies, LLC  
210 Sixth Avenue, Attn: Legal Dept, Suite 3300  
Pittsburgh, PA 15222

Subject: Renewal of Annual Contract RFP170384ANB  
Odor Control & Corrosion Services

Dear Mr. Maltby:

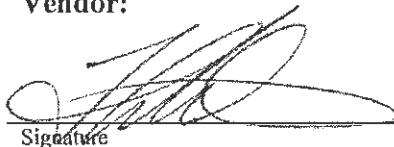
The above-referenced annual contract will expire on May 13, 2023, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one-year period (5/14/23 – 5/13/24). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email [kurban@leegov.com](mailto:kurban@leegov.com)), within 15 calendar days from receipt. Failure to return by October 31, 2022, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

X\* a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation. \*As per attached price increase letter dated 10/28/22

*As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.*

b. I am not interested in extending this contract for an additional one-year period. Why? \_\_\_\_\_

Vendor:

  
Signature

V.P. & G.M.  
Title

11/9/22  
Date

Lee County:

  
Signature of Authorized Official

Procurement Management Director  
Title

3-13-23  
Date

P.O. Box 398, Fort Myers, Florida 33902-0398 Phone: (239) 533-2111  
[www.leegov.com](http://www.leegov.com)  
AN EQUAL OPPORTUNITY EMPLOYER



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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request approval of Agreement for Law Enforcement Dispatch Services with Lake County Sheriff's Office

---

**Introduction:**

This is a request for City Council to approve the Agreement for Law Enforcement Dispatch Services between the City of Mount Dora and the Lake County Sheriff's Office.

**Discussion:**

The City of Mount Dora proposes to enter into a contract with Lake County Sheriff's Office (LCSO) to transition law enforcement dispatch services effective July 1, 2023.

Staff have worked with LCSO staff to provide data and a timeline for the proposed transition. A tour of the County 911 Center is scheduled on Tuesday, March 14, 2023, for City dispatchers. If approved by City Council, effective Monday, May 1, 2023, Mount Dora Police Department's dispatchers will begin operating out of the Lake County Sheriff's Office located at 360 W. Ruby Street, Tavares. During this transition period, City dispatchers may apply for employment with LCSO and must pass their background screening and employment requirements. Dispatchers selected during the LCSO hiring process will officially become LCSO employees no later than Friday, June 30, 2023.

The Mount Dora Police Department is recommending the consolidation of dispatch services as it will lead to improved Officer safety, Officer response times, and continuity of services between neighboring law enforcement agencies. LCSO has a robust benefits package, including a possible recruitment bonus based on years of experience and also offers credit for prior experience at 50%.

City Council held a work session on April 10, 2023, including Interim Chief Michael Gibson, representatives from Lake County Sheriff's Office, and dispatch staff. Council received information and input from all parties at the work session.



**Budget Impact:**

Transitioning law enforcement dispatch services to Lake County Sheriff's Office is estimated to result in a savings of \$51,780 in FY 2022-23 and \$577,752 in FY 2023-24.

**Strategic Impact:**

Goal 2: Infrastructure/Public Safety

Goal 3: Fiscal Resources/Human Resources

**Recommendation:**

City Council approve the Agreement for Law Enforcement Dispatch Services between the City of Mount Dora and the Lake County Sheriff's Office.

**Attachment(s):**

1. Dispatch Services Agreement LCSO and Mount Dora\_Final

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Kim Helfant, Human Resources Manager  
Michael Gibson, Interim Chief of Police  
Aneta Barton, Budget Director  
Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/11/2023

Approved - 4/11/2023

Approved - 4/11/2023

Approved - 4/11/2023

Approved - 4/11/2023

Final Approval - 4/11/2023

AGREEMENT FOR LAW  
ENFORCEMENT DISPATCH SERVICES

This Agreement for Law Enforcement Dispatch Services (hereinafter “AGREEMENT”) is made and entered into by and between Peyton C. Grinnell, as Sheriff of Lake County, Florida, (hereinafter “SHERIFF”) and The City of Mount Dora, a municipal corporation existing pursuant to the laws of the State of Florida, its successors and assigns through its City Council (hereinafter CITY) (collectively SHERIFF and the CITY being the “PARTIES”).

W I T N E S S E T H:

WHEREAS, the CITY has sought to maintain a high level of professional police telecommunication services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY recognizes the continued escalation of costs to the CITY for the provision of such services and wishes to continue to minimize the cost of government for the benefit of the citizens of the CITY; and

WHEREAS, the CITY desires to continue to maintain competent professional law enforcement dispatch services in conjunction and in harmony with its program of fiscal responsibility; and

WHEREAS, the CITY desires to contract with the SHERIFF for performance of law enforcement dispatch services within the corporate limits of the CITY; and

WHEREAS, the SHERIFF is willing to augment his telecommunications staff to provide such services to the Mount Dora Police Department and the citizens of Mount Dora; and

WHEREAS, having a desire to contract for such services upon the terms and conditions set forth within this AGREEMENT, the CITY authorizes the SHERIFF to render law enforcement dispatch services within the corporate limits of the CITY by the SHERIFF; and

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and payments hereinafter contained, the PARTIES agree as follows:

Section 1.     Recitals. The above recitals are true and correct and incorporated herein.

Section 2.     Law Enforcement Dispatch Services. The SHERIFF shall provide to the CITY, for the term indicated in this AGREEMENT, competent professional law enforcement dispatch services within and throughout the corporate limits of the CITY under the authority given the SHERIFF by the laws of the State of Florida, by providing police dispatch service each day of the year on a twenty-four (24) hour per day basis. The CITY agrees and understands (i) the

SHERIFF may or may not, in his sole discretion, provide a dedicated channel solely for the CITY'S law enforcement dispatch services and (ii) the SHERIFF may or may not, in his sole discretion, provide a channel for CITY's law enforcement dispatch services shared by and with other law enforcement agencies. Within five days after the effective date of this Agreement, the CITY shall establish its own phone line dedicated to and for after-hours issues not requiring law enforcement services including City building, right-of-way, and utility issues (i.e., power, water, and sewer disruptions in service) so that such persons calling SHERIFF dispatch can be provided with the same.

Section 3. Transition to Sheriff. No later than five (5) days after the effective date of this Agreement, the CITY shall notify its personnel of the move to SHERIFF and SHERIFF's representatives shall meet with the CITY's dispatch personnel to discuss potential employment with the SHERIFF. No later than five (5) days after the effective date of this Agreement, the CITY's dispatch consoles, and all other dispatch equipment shall be irrevocably conveyed and relocated to SHERIFF to use as SHERIFF deems appropriate in SHERIFF's sole discretion.

Section 4. Compensation. The CITY shall pay SHERIFF an initial one-time payment of eighty-five thousand dollars and no cents (\$85,000.00) within five days of the effective date of this Agreement. In addition, the CITY will pay SHERIFF an annual sum, paid on a quarterly basis, of two hundred and five-thousand five-hundred forty-eight dollars and no cents (\$205,548.00) for dispatching services provided pursuant to this AGREEMENT. Such compensation shall be invoiced by SHERIFF in equal quarterly installments of \$51,387.00 beginning July 1, 2023. Invoices shall be paid within fifteen (15) days of receipt. This amount is based on the Florida Legislature's Office of Economic and Demographic Research stated population for the CITY in 2022, of 17,129 at \$12 per person ( $17,129 \times 12 = \$205,548.00$ ). The amount of compensation owed under the contract will be automatically adjusted on October 1, 2025. The amount of the automatic adjustment will be based on the Florida Legislature's Office of Economic and Demographic Research Office's published population estimate for the CITY on April 1, 2025, times \$12 per person.

Section 5. Potential Appointment of Personnel. The SHERIFF may, in his sole discretion, hire the CITY's dispatchers as employees of the SHERIFF to provide competent and professional services as he sees fit and proper. Should the SHERIFF decide to hire the CITY's dispatches as employees, the CITY shall not be required to assume any liability for direct payment

for any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities or employment to any personnel of the SHERIFF performing the services, duties and responsibilities pursuant to this AGREEMENT for the benefit of the CITY and its residents or any other liabilities whatsoever unless otherwise specifically provided herein. However, the CITY shall remain responsible for any and all damages, actions, suits, claims and demands of whatsoever kind made by or on behalf of any person or entity which are alleged to have arisen out of, in connection with, or by reason of all law enforcement services and administrative actions taken by the CITY Police Department or the CITY's dispatchers prior to SHERIFF hiring the dispatchers, should he elect to do so. This provision shall in no way be construed as being for the benefit of any third party or as a waiver of sovereign immunity on the part of the CITY.

Section 6. Performance of Services by SHERIFF. Beginning on July 1, 2023, the SHERIFF shall have and maintain the responsibility for the control and rendition of all law enforcement services, duties and responsibilities described and contemplated in this AGREEMENT.

Section 7. Sovereign Immunity. The PARTIES agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida, particularly with respect to Chapter 768, Florida Statutes. The PARTIES agree that the determination of the CITY for the SHERIFF to provide police dispatch services by this AGREEMENT is an exercise of the legislative planning function of the CITY and that at no time after the Sheriff employs the dispatchers shall the CITY exercise any specific operational control over the activities of any of the telecommunicators, their supervisors, deputy sheriffs or other personnel of the SHERIFF nor shall the CITY perform or undertake any acts that are over and above a planning level function with regard to the administration of law enforcement dispatch services within the CITY during the term of this AGREEMENT.

Section 8. Liability Insurance for Official Acts. Upon employment, the personnel appointed and employed by the SHERIFF shall be covered in all respects, as are other members of the SHERIFF'S office through the SHERIFF'S insurance.

Section 9. Term. This AGREEMENT shall take effect on July 1, 2023 (effective date of this agreement) and shall terminate at midnight on July 1, 2026. This AGREEMENT may be

unilaterally terminated by the SHERIFF or by the CITY with or without cause or reason so long as the effective date of termination is preceded by a one hundred and twenty (120) day written notice to the other party.

Section 10. Renegotiation. The PARTIES agree that if substantial change(s) occur during the term of this AGREEMENT the PARTIES may attempt in good faith to renegotiate the terms of this AGREEMENT, however, unless otherwise agreed to in writing, all terms stated in this AGREEMENT shall remain as stated herein.

Section 11. Term Extension. For and in consideration of the mutual benefits herein contained, the sufficiency of which is hereby acknowledged, the PARTIES agree the SHERIFF and the CITY may extend the term of this AGREEMENT subject to negotiations relative to the terms, conditions and consideration between the PARTIES. If the PARTIES elect to extend this AGREEMENT, it shall be reduced to writing with same formality and equal dignity as this AGREEMENT.

Section 12. Governing Law. This AGREEMENT and all of the rights and obligations of the PARTIES hereto shall be governed and construed according to the laws of the State of Florida. The PARTIES further agree that jurisdiction regarding the rights and obligations of either party under this AGREEMENT and any litigation resulting therefrom shall be exclusively in the Fifth Judicial Circuit in and for Lake County, Florida.

Section 13. Notices.

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

**SHERIFF**

Peyton C. Grinnell, Sheriff  
Lake County Sheriff's Office  
Attn: General Counsel  
360 West Ruby Street  
Tavares, FL 32778

**CITY**

City Manager  
City of Mount Dora  
510 N. Baker St.  
Mount Dora, FL 32757

- B. All notices required, or which may be given hereunder shall be considered properly given if: (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, or (3) sent by private overnight letter delivery

company. Any notice shall also be sent by email to the City Attorney and the Sheriff's General Counsel.

- C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.
- D. The PARTIES may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in the manner designated for the filling of notice hereunder.

Section 14. Amendments. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document by the PARTIES with the same formality and of equal dignity of this AGREEMENT.

Section 15. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the PARTIES agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the PARTIES have made and executed this AGREEMENT on the respective dates under each signature. The CITY, through its City Council, signing by and through its Mayor, authorized to execute same by council on the \_\_\_\_ day of \_\_\_\_\_, 2023, and Peyton C. Grinnell, as SHERIFF of Lake County, Florida.

**CITY**

On this \_\_\_\_ day of \_\_\_\_\_, 2023

**SHERIFF**

On this \_\_\_\_ day of \_\_\_\_\_, 2023

BY: \_\_\_\_\_

Chrissy Stile, as Mayor  
of City of Mount Dora

BY: \_\_\_\_\_

Peyton C. Grinnell, as Sheriff  
of Lake County, Florida

Attest:

BY: \_\_\_\_\_

Jeanann Hand, City Clerk





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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Approval of **Resolution No. 2023-11**, Mid-Year Budget  
Amendments for Fiscal Year 2022-23

---

**Introduction:**

This is a request for the City Council to approve Resolution No. 2023-11, Mid-Year Budget Amendments for each fund.

**Discussion:**

Budget amendments require City Council approval when revenue and/or expenditures are increased or decreased from the original approved budget. The City Manager and staff performed an extensive mid-year review of revenue and expenditure amounts for each fund and reviewed department operating needs.

The main items that are getting adjusted are:

- Decreasing Purchase Order Rollovers amounts that have been paid in last year's budget
- Adding multiple Capital Improvement Projects
- Eliminating the Debt Proceeds and Grant for WWTP#1 Rehab project

The budget amendments which are recommended are included in detail in Exhibit "A" of Resolution 2023-11, and reflect increases or decreases to account for revenues and expenditures of each affected fund.

Per Section 166.241, *Florida Statutes*, Budget Amendments will be posted on the City's website within 5 days of adoption.

**Budget Impact:**

The FY 2022-2023 budget will be decreased by \$53,779,654 and totals \$164,968,240.

**Strategic Impact:**

Sustainability of Fiscal Resources is a priority of the City Council.

**Recommendation:**

City Council approve Resolution No.2023-11, Mid-Year Budget Amendments for Fiscal Year 2022-23.

**Attachment(s):**

1. Reso No. 2023-11 Mid Year Budget Adjustments FY 2022-23.SGS
2. Exhibit A Reso. No 2023-11

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

Approved - 4/3/2023  
Approved - 4/11/2023  
Approved - 4/11/2023  
Final Approval - 4/12/2023

## RESOLUTION 2023-11

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2022-2023; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF 2022-2023 BUDGET ADJUSTMENTS; PROVIDING FOR RETROACTIVE AUTHORIZATION OF PROCUREMENT ACTIONS; 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**, on September 20, 2022, the City of Mount Dora, adopted Resolution 2022-51, approving the City's total operating budget for Fiscal Year 2022-2023; and

**WHEREAS**, on October 4, 2022, the City of Mount Dora, adopted Resolution 2022-63, which amended the City's total operating budget for Fiscal Year 2022-2023; and

**WHEREAS**, on January 3, 2023, the City of Mount Dora, adopted Resolution 2023-02, which amended the City's total operating budget for Fiscal Year 2022-2023; and

**WHEREAS**, in order to recognize unanticipated revenues and expenditures, it is necessary to make further adjustments to the City's 2022-2023 operating budget.

**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. Approval of 2022-2023 Budget Adjustments.** The City's 2022-2023 Operating Budget is hereby adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

**SECTION 3. Implementing Administrative Actions.** The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 4. Savings Clause.** All prior actions of the City of Mount Dora pertaining to certain specified purchases and the mid-year amendment to the Fiscal Year 2022-2023 Budget, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 5. Implementing Administrative Actions.** The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 6. 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 7. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 8. 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 9. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of April, 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 legal sufficiency.

---

**Sherry G. Sutphen**  
**City Attorney**

**EXHIBIT "A"**  
Budget Adjustments Fiscal Year 2022-2023

## Exhibit "A"

| PROPOSED BUDGET FISCAL YEAR 2022 - 2023          |                    |                                                            |                                                 |                              |                    |  |
|--------------------------------------------------|--------------------|------------------------------------------------------------|-------------------------------------------------|------------------------------|--------------------|--|
| FUND                                             | Final budget       | Duke Energy<br>Foundation<br>Economic<br>Development Grant | Wastewater<br>treatment Plant #1<br>Maintenance | Mid-Year Budget<br>Amendment | Amended budget     |  |
|                                                  | 2022-51            | 2022-63                                                    | 2023-02                                         | 2023-11                      |                    |  |
| 001 - General Fund                               | \$ 26,777,120      | \$ 17,000                                                  | \$ -                                            | \$ 48,414                    | \$ 26,842,534      |  |
| 015 - CARES Act Funding                          | \$ -               | \$ -                                                       | \$ -                                            | \$ -                         | \$ -               |  |
| 111 - Discretionary Sales Tax                    | \$ 3,357,917       | \$ -                                                       | \$ -                                            | \$ (253,831)                 | \$ 3,104,086       |  |
| 117 - Community Redevelopment Agency             | \$ 3,043,184       | \$ -                                                       | \$ -                                            | \$ -                         | \$ 3,043,184       |  |
| 118 - Northeast Community Redevelopment Agency   | \$ 8,667,125       | \$ -                                                       | \$ -                                            | \$ -                         | \$ 8,667,125       |  |
| 123 - Protective Inspections                     | \$ 4,457,761       | \$ -                                                       | \$ -                                            | \$ -                         | \$ 4,457,761       |  |
| 124 - Police Impact Fee                          | \$ 325,038         | \$ -                                                       | \$ -                                            | \$ -                         | \$ 325,038         |  |
| 125 - Fire Impact Fee                            | \$ 350,000         | \$ -                                                       | \$ -                                            | \$ -                         | \$ 350,000         |  |
| 126 - Library Impact Fee                         | \$ 707,502         | \$ -                                                       | \$ -                                            | \$ -                         | \$ 707,502         |  |
| 127 - Parks Impact Fee                           | \$ 3,147,155       | \$ -                                                       | \$ -                                            | \$ 55,524                    | \$ 3,202,679       |  |
| 131 - Fire Assessment Fee                        | \$ 11,653,004      | \$ -                                                       | \$ -                                            | \$ (1,911,050)               | \$ 9,741,954       |  |
| 150 - Cemetery                                   | \$ 80,000          | \$ -                                                       | \$ -                                            | \$ -                         | \$ 80,000          |  |
| 200 - Debt Service                               | \$ 1,563,165       | \$ -                                                       | \$ -                                            | \$ -                         | \$ 1,563,165       |  |
| 310 - Capital Construction                       | \$ 30,486,634      | \$ -                                                       | \$ -                                            | \$ (1,848,401)               | \$ 28,638,233      |  |
| 410 - Electric                                   | \$ 11,825,693      | \$ -                                                       | \$ -                                            | \$ -                         | \$ 11,825,693      |  |
| 415 - Electric Construction                      | \$ 1,475,207       | \$ -                                                       | \$ -                                            | \$ -                         | \$ 1,475,207       |  |
| 421 - Water / Wastewater Utility                 | \$ 42,443,386      | \$ -                                                       | \$ 289,071                                      | \$ (25,152,523)              | \$ 17,579,934      |  |
| 422 - Wastewater Impact Fee                      | \$ 2,905,323       | \$ -                                                       | \$ -                                            | \$ -                         | \$ 2,905,323       |  |
| 423 - Water Impact Fee                           | \$ 2,116,549       | \$ -                                                       | \$ -                                            | \$ -                         | \$ 2,116,549       |  |
| 425 - Water / Wastewater Construction            | \$ 28,622,987      | \$ -                                                       | \$ -                                            | \$ (25,076,561)              | \$ 3,546,426       |  |
| 430 - Sanitation Utility                         | \$ 3,987,042       | \$ -                                                       | \$ -                                            | \$ -                         | \$ 3,987,042       |  |
| 440 - Stormwater Utility                         | \$ 4,107,145       | \$ -                                                       | \$ -                                            | \$ 52,231                    | \$ 4,159,376       |  |
| 445 - Stormwater Construction                    | \$ 2,760,641       | \$ -                                                       | \$ -                                            | \$ (23,769)                  | \$ 2,736,872       |  |
| 500 - Public Work Warehouse                      | \$ 19,413,348      | \$ -                                                       | \$ -                                            | \$ 330,312                   | \$ 19,743,660      |  |
| 501 - Vehicle Replacement                        | \$ 257,617         | \$ -                                                       | \$ -                                            | \$ -                         | \$ 257,617         |  |
| 510 - Self Insured Health                        | \$ 3,030,736       | \$ -                                                       | \$ -                                            | \$ -                         | \$ 3,030,736       |  |
| 515 - Property & Casualty & Workers Compensation | \$ 880,544         | \$ -                                                       | \$ -                                            | \$ -                         | \$ 880,544         |  |
| <b>Total City Wide Budget</b>                    | <b>218,441,823</b> | <b>17,000</b>                                              | <b>289,071</b>                                  | <b>(53,779,654)</b>          | <b>164,968,240</b> |  |



**Exhibit "A" DETAIL FOR RES. 2023-11  
STAFF RECOMMENDED ADJUSTMENTS**

| FUND                                 | ACCOUNT DESCRIPTION               | ADOPTED<br>BUDGET | PROPOSED<br>ADJUSTMENT | AMENDED<br>BUDGET | Description                                                                                                                                                |
|--------------------------------------|-----------------------------------|-------------------|------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GENERAL FUND - 001</b>            |                                   |                   |                        |                   |                                                                                                                                                            |
| 001-0000-366.50-01                   | Donations - Parks                 | -                 | 30,600                 | 30,600            | Increase - Edgerton Fountain Donations                                                                                                                     |
| 001-0000-311.00-02                   | Ad Valoerm - Delinquent           | -                 | 3,462                  | 3,462             | Increase - Delinquent Ad Valorem tax Revenue                                                                                                               |
| 001-0000-335.12-10                   | State Sales Tax                   | 133,383           | 58,153                 | 191,536           | Increase - State Sales Tax Revenue                                                                                                                         |
| 001-0000-322.90-01                   | Permits Other - Site Permits      | 30,000            | 12,200                 | 42,200            | Increase - Site Permits Revenue                                                                                                                            |
| 001-0000-366.16-01                   | Donations - Police                | -                 | 5,080                  | 5,080             | Increase - Police Donations                                                                                                                                |
| 001-0000-347.40-80                   | Special Events/Outside            | 136,297           | 8,388                  | 144,685           | Increase - Special Events/Outside Revenue                                                                                                                  |
| 001-0000-389.10-01                   | Estimated Carryover               | 1,062,359         | (69,469)               | 992,890           | Decrease Purchase Rollovers from FY2021-2022                                                                                                               |
|                                      | <b>REVENUES</b>                   |                   | <b>48,414</b>          |                   |                                                                                                                                                            |
| 001-5555-581.03-10                   | Transfer to General Construction  | 950,000           | 227,500                | 1,177,500         | Transfer to Construction Fund for Edgerton Fountain Renovation Project                                                                                     |
| 001-5555-580.99-01                   | Contingency/ Budget Stabilization | 379,561           | (122,500)              | 257,061           | Decrease Contingency due to Golf Cart Purchase - green energy and 5th Avenue from Baker to Royalou new curb project                                        |
| 001-1130-512.48-01                   | Promotional Activities/Ad         | 75,481            | (15,646)               | 59,835            | Decrease PO 22-00400                                                                                                                                       |
| 001-1250-513.41-01                   | Communication Services            | 126,614           | (15,114)               | 111,500           | Decrease PO 22-00305                                                                                                                                       |
| 001-5555-580.64-01                   | Machinery & Equipment             | 336,679           | (43,826)               | 292,853           | Decrease PO 22-00015 and 22-00405                                                                                                                          |
| 001-5555-580.64-01                   | Machinery & Equipment             | 292,853           | 18,000                 | 310,853           | Increase fund for Golf Cart Purchase - green energy                                                                                                        |
|                                      | <b>EXPENDITURES</b>               |                   | <b>48,414</b>          |                   |                                                                                                                                                            |
| <b>DISCRETIONARY SALES TAX - 111</b> |                                   |                   |                        |                   |                                                                                                                                                            |
| 111-0000-381.10-01                   | Estimated Carryover               | 1,819,405         | (253,831)              | 1,565,574         | Decrease Purchase Rollovers from FY2021-2022                                                                                                               |
|                                      | <b>REVENUES</b>                   |                   | <b>(253,831)</b>       |                   |                                                                                                                                                            |
| 111-1710-521.64-01                   | Machinery & Equipment             | 675,021           | (33,456)               | 641,565           | Decrease PO 22-00142                                                                                                                                       |
| 111-5555-581.03-10                   | Transfer to General Construction  | 2,608,009         | (220,375)              | 2,387,634         | Decrease transfer for Cauley Lott Project, Triangle and Street Resurfacing due to PO rollovers                                                             |
|                                      | <b>EXPENDITURES</b>               |                   | <b>(253,831)</b>       |                   |                                                                                                                                                            |
| <b>PARK IMPACT - 127</b>             |                                   |                   |                        |                   |                                                                                                                                                            |
| 127-0000-389.10-01                   | Estimated Carryover               | 2,672,380         | 55,524                 | 2,727,904         | Net of Decrease of PO's rollover, decrease due to elimination of Frank Brown Project and increase of funding needed for Lincoln Park restrooms and parking |
|                                      | <b>REVENUES</b>                   |                   | <b>55,524</b>          |                   |                                                                                                                                                            |
| 127-5555-581.03-10                   | Transfer to General Construction  | 3,147,155         | 55,524                 | 3,202,679         | Net of Decrease of PO's rollover, decrease due to elimination of Frank Brown Project and increase of funding needed for Lincoln Park restrooms and parking |
|                                      | <b>EXPENDITURES</b>               |                   | <b>55,524</b>          |                   |                                                                                                                                                            |
| <b>FIRE ASSESSMENT FUND - 131</b>    |                                   |                   |                        |                   |                                                                                                                                                            |
| 131-0000-389.10-001                  | Estimated Carryover               | 9,770,403         | (1,911,050.00)         | 7,859,353         | Decrease of PO's rollover for Fire Station 34 and 35                                                                                                       |
|                                      | <b>REVENUES</b>                   |                   | <b>(1,911,050)</b>     |                   |                                                                                                                                                            |
| 131-5555-581.03-10                   | Transfer to General Construction  | 9,738,436         | (1,911,050.00)         | 7,827,386         | Decrease of PO's rollover for Fire Station 34 and 35                                                                                                       |
|                                      | <b>EXPENDITURES</b>               |                   | <b>(1,911,050)</b>     |                   |                                                                                                                                                            |

| FUND                        | ACCOUNT DESCRIPTION                                              | ADOPTED<br>BUDGET | PROPOSED<br>ADJUSTMENT | AMENDED<br>BUDGET | Description                                                                                                                                                                                        |
|-----------------------------|------------------------------------------------------------------|-------------------|------------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GENERAL CONSTRUCTION - 310  |                                                                  |                   |                        |                   |                                                                                                                                                                                                    |
| 310-0000-381.00-01          | Transfer from General Fund                                       | 950,000           | 227,500                | 1,177,500         | Increase in transfer from General Fund for Edgerton Fountain, IT Server Room AC, City Hall Apron                                                                                                   |
| 310-0000-381-01-11          | Transfer from Discretionary Sales Tax Fund                       | 2,608,009         | (220,375)              | 2,387,634         | Decrease transfer for Cauley Lott Project, Triangle and Street Resurfacing due to PO rollovers                                                                                                     |
| 310-0000-381.01-31          | Transfer from Fire Assessment Fund                               | 9,738,436         | (1,911,050.00)         | 7,827,386         | Decrease in transfer from Fire Assessment Fund for Fire Station 34 and 35                                                                                                                          |
| 310-0000-381.01-27          | Transfer from Park Impact Fund                                   | 3,147,155         | 55,524                 | 3,202,679         | Net of Decrease in transfer from Park Impact Fund for Lincoln Community Park& Pool, elimination of the Frank Brown Project and increase in funds for Lincoln Park Restroom Project and add Parking |
| REVENUES                    |                                                                  | (1,848,401)       |                        |                   |                                                                                                                                                                                                    |
| 310-5555-580.63-01-PK2319   | Imp. Other then Building - Edgerton Fountain Renovation          | -                 | 37,000                 | 37,000            | Increase funds for Edgerton Fountain Renovation Project                                                                                                                                            |
| 310-5555-580.63-01-IT2320   | Imp. Other then Building - IT Server room AC                     | -                 | 47,000                 | 47,000            | Increase funds for IT Server room AC                                                                                                                                                               |
| 310-5555-580.63-01-PW2321   | Imp. Other then Building - City Hall Apron                       | -                 | 39,000                 | 39,000            | Increase funds for City Hall Apron                                                                                                                                                                 |
| 310-5555-580.63-01-PW2323   | Imp. Other then Building - 5th Ave New Curb                      | -                 | 104,500                | 104,500           | Increase funds for 5th Ave New Curb project                                                                                                                                                        |
| 310-5555-580.46-01-CP0809   | Imp. Other then Building - Street Resurfacing                    | 308,300           | (7,589)                | 300,711           | Decrease PO 22-00271                                                                                                                                                                               |
| 310-5555-580.62-34-FS0034   | Building - Fire Station 34                                       | 6,932,118         | (402,484)              | 6,529,634         | Decrease POs - Fire Station 34                                                                                                                                                                     |
| 310-5555-580.62-35-FS0035   | Building - Fire Station 35                                       | 2,806,318         | (1,508,566)            | 1,297,752         | Decrease POs - Fire Station 35                                                                                                                                                                     |
| 310-5555-580.63-01-CL2001   | Imp. Other then Building - Cauley Lott                           | 2,111,983         | (206,224)              | 1,905,759         | Decrease POs - Cauley Lott                                                                                                                                                                         |
| 310-5555-580.63-01-PK2103   | Imp. Other then Building - Triangle Elementary                   | 1,286,426         | (6,562)                | 1,279,864         | Decrease PO 21-51718 - Triangle Elementary                                                                                                                                                         |
| 310-5555-580.63-01-PK2006   | Imp. Other then Building - Lincoln Community Park & Pool         | 1,076,655         | (13,976)               | 1,062,679         | Decrease POs - Lincoln Community Park & Pool                                                                                                                                                       |
| 310-5555-580.63-01-PK2306   | Imp. Other then Building - Frank Brown Park                      | 70,500            | (70,500)               | -                 | Decrease funds for Frank Brown Park Project                                                                                                                                                        |
| 310-5555-580.63-01-PK2309   | Imp. Other then Building - Bathrooms at Lincoln Park 11th Street | 150,000           | 140,000                | 290,000           | Increase funds for Lincoln Park Restroom and add Parking                                                                                                                                           |
| EXPENDITURES                |                                                                  | (1,848,401)       |                        |                   |                                                                                                                                                                                                    |
| ELECTRIC CONSTRUCTION - 415 |                                                                  |                   |                        |                   |                                                                                                                                                                                                    |
| 415-0000-381.04.10          | Transfer from Electric Fund                                      | 1,475,207         | -                      | 1,475,207         | Status Quo                                                                                                                                                                                         |
| REVENUES                    |                                                                  | -                 |                        |                   |                                                                                                                                                                                                    |
| 415-5555-580.63-01-EL2220   | Imp. Other then Building - Substation                            | 300,000           | (106,200)              | 193,800           | Decrease fund needed for Substation Project                                                                                                                                                        |
| 415-5555-580.63-01-EL2322   | Imp. Other then Building - M596 11th Street                      | 308,800           | (308,800)              | -                 | Eliminate the M596 11th Street Project in this year - we will re-budget in FY2023-24                                                                                                               |
| 415-5555-580.63-01-EL2322   | Imp. Other then Building - Grantham Point Rebuild                | -                 | 415,000                | 415,000           | Increase funds for Grantham Point Rebuild Project                                                                                                                                                  |
| EXPENDITURES                |                                                                  | -                 |                        |                   |                                                                                                                                                                                                    |

| FUND                                | ACCOUNT DESCRIPTION                                     | ADOPTED<br>BUDGET | PROPOSED<br>ADJUSTMENT | AMENDED<br>BUDGET | Description                                                                                                                  |
|-------------------------------------|---------------------------------------------------------|-------------------|------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------|
| WATER/WASTEWATER - 421              |                                                         |                   |                        |                   |                                                                                                                              |
| 421-0000-384.00-01                  | Debt Proceeds                                           | 23,582,478        | (23,582,478)           | -                 | Decrease Loan revenue - Eliminate WWTP#1 Rehab Construction SRF Loan                                                         |
| 421-0000-337.30-01                  | Local Government Grant                                  | 3,000,000         | (3,000,000)            | -                 | Decrease Grant revenue - Eliminate WWTP#1 Rehab Construction Grant                                                           |
| 421-0000-389.10-01                  | Estimated Carryover                                     | 1,757,721         | 129,955                | 1,887,676         | Net of Decrease in Purchase Rollovers from FY2021-20 and increase for Wastewater Treatment Plant #2 Expansion Project WW2316 |
| 421-0000-389.10-01                  | Estimated Carryover                                     | 1,887,676         | 1,300,000              | 3,187,676         | WWTP#1 Rehab Construction                                                                                                    |
| REVENUES                            |                                                         | (25,152,523)      |                        |                   |                                                                                                                              |
|                                     |                                                         |                   |                        |                   |                                                                                                                              |
| 421-5555-581.04-25                  | Transfer to W/WW Construction Fund                      | 27,317,713        | 205,917                | 27,523,630        | Transfer to Construction Fund for Wastewater Treatment Plant #2 Expansion Project WW2316                                     |
| 421-5555-581.04-25                  | Transfer to W/WW Construction Fund                      | 27,523,630        | (25,282,478)           | 2,241,152         | Decrease funds for WWTP#1 Rehab Construction                                                                                 |
| 421-1910-536.31-01                  | Professional Services                                   | 96,200            | (32,875)               | 63,325            | Decrease PO 22-00239 and PO 22-00241                                                                                         |
| 421-1920-536.46-01                  | Repair & Maintenance                                    | 320,564           | (6,452)                | 314,112           | Decrease PO 22-00357                                                                                                         |
| 421-1940-536.31-01                  | Professional Services                                   | 93,640            | (44,239)               | 49,401            | Decrease PO 22-00355 and PO 22-00388                                                                                         |
| 421-1950-536.46-01                  | Repair & Maintenance                                    | 452,440           | (102,396)              | 350,044           | Decrease multiple POs                                                                                                        |
| 421-1950-536-31-01                  | Professional Services                                   | -                 | 110,000                | 110,000           | Lift Station Siting and Efficiency Optimization, and Sanitary Sewer Inflow/Infiltration (I&I) Investigations                 |
| EXPENDITURES                        |                                                         | (25,152,523)      |                        |                   |                                                                                                                              |
| WATER/WASTEWATER CONSTRUCTION - 425 |                                                         |                   |                        |                   |                                                                                                                              |
| 425-0000-381.04-21                  | Transfer from W/WW Utility Fund                         | 27,317,713        | 205,917                | 27,523,630        | Increase for Wastewater Treatment Plant #2 Expansion Project WW2316 and IT1812 WWTP2 Fiber Repair                            |
| 425-0000-381.04-21                  | Transfer from W/WW Utility Fund                         | 27,523,630        | (25,282,478)           | 2,241,152         | Decrease funds for WWTP#1 Rehab Construction                                                                                 |
| REVENUES                            |                                                         | (25,076,561)      |                        |                   |                                                                                                                              |
|                                     |                                                         |                   |                        |                   |                                                                                                                              |
| 425-5555-580.63-01-WA2002           | Imp. Other then Building - WWTP#1 Rehab Construction    | 26,582,478        | (25,282,478)           | 1,300,000         | Decrease fund for WWTP#1 Rehab Construction                                                                                  |
| 425-5555-580.63-01-WW2316           | Imp. Other then Building - Treatment Plant #2 Expansion | 50,000            | 133,917                | 183,917           | Increase funds for Wastewater Treatment Plant #2 Expansion Project                                                           |
| 425-5555-580.63-01-IT1812           | Imp. Other then Building - Fiber Upgrades               | -                 | 35,000                 | 35,000            | Increase funds for WWTP#2 Fiber Repair due to washout                                                                        |
| 425-5555-580.63-01-WA2315           | Imp. Other then Building - WTP#1 Storage Tank Rehab     | 325,000           | 37,000                 | 362,000           | Increase funds for WTP#1 Storage Tank Rehab                                                                                  |
| EXPENDITURES                        |                                                         | (25,076,561)      |                        |                   |                                                                                                                              |
|                                     |                                                         |                   |                        |                   |                                                                                                                              |
| STORMWATER- 440                     |                                                         |                   |                        |                   |                                                                                                                              |
| 440-0000-389.10-01                  | Estimated Carryover                                     | 922,238           | 52,231                 | 974,469           | Decrease in PO 21-1007 and Transfer need for Liberty Ave Project                                                             |
| REVENUES                            |                                                         | 52,231            |                        |                   |                                                                                                                              |
|                                     |                                                         |                   |                        |                   |                                                                                                                              |
| 440-1540-538.31-01                  | Professional Services                                   | 195,000           | (24,000)               | 171,000           | Decrease PO 21-1007                                                                                                          |
| 440-1540-538.64-01                  | Machinery & Equipment                                   | 210,000           | 100,000                | 310,000           | Increase fund needed for Streetsweeper - larger model                                                                        |
| 440-5555-580.04-45                  | Transfer to Stormwater Construction Fund                | 2,760,641         | (23,769)               | 2,736,872         | Decrease PO 22-00178 for Liberty Ave Project                                                                                 |
| EXPENDITURES                        |                                                         | 52,231            |                        |                   |                                                                                                                              |

| FUND                                 | ACCOUNT DESCRIPTION                            | ADOPTED<br>BUDGET | PROPOSED<br>ADJUSTMENT | AMENDED<br>BUDGET | Description                                                |
|--------------------------------------|------------------------------------------------|-------------------|------------------------|-------------------|------------------------------------------------------------|
| <b>STORMWATER CONSTRUCTION - 445</b> |                                                |                   |                        |                   |                                                            |
| 445-0000-381.04-40                   | Transfer from Stormwater                       | 2,760,641         | (23,769)               | 2,736,872         | Decrease fund for Liberty Ave Stormwater Project           |
|                                      | <b>REVENUES</b>                                |                   | <b>(23,769)</b>        |                   |                                                            |
| 445-5555-580.63-01-SW1807            | Imp. Other then Building - Liberty Ave Project | 862,670           | (23,769)               | 838,901           | Decrease PO 22-00178 for Liberty Ave Project               |
|                                      | <b>EXPENDITURES</b>                            |                   | <b>(23,769)</b>        |                   |                                                            |
| <b>FLEET/WAREHOUSE - 500</b>         |                                                |                   |                        |                   |                                                            |
| 500-0000-389.10-01                   | Estimated Carryover                            | 18,718,548        | 330,312                | 19,048,860        | Increase in PO rollover for Warehouse Construction Project |
|                                      | <b>REVENUES</b>                                |                   | <b>330,312</b>         |                   |                                                            |
| 500-5555-580.63-01                   | Imp. Other then Building - Warehouse Project   | 18,718,548        | 330,312                | 19,048,860        | Increase funds for Warehouse Construction Project          |
|                                      | <b>EXPENDITURES</b>                            |                   | <b>330,312</b>         |                   |                                                            |
|                                      | <b>TOTAL ADJUSTMENT</b>                        | <b>REVENUES</b>   | <b>EXPENDITURES</b>    | <b>VARIANCE</b>   |                                                            |
|                                      |                                                | (53,779,654.00)   | (53,779,654.00)        | -                 |                                                            |



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

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**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Adoption of **Resolution No. 2023-16**, Final Plan for Juniper Multifamily Townhomes

---

**Introduction:**

This is a request for City Council to approve Resolution No. 2023-16.

Call Up Item  
Mayor Asks Attorney to Read Resolution  
City Manager Background  
Applicant Comments  
Public Hearing  
Discussion  
Council Action

**Discussion:**

Further project description and design elements are contained in Attachment #1 (*Summary Report*). The applicant is requesting Final Plan approval for the Juniper Multifamily Townhomes 30 acre project with a proposed 266 units (equating to 8 dwelling units per acre). There are a total of 47 townhome buildings. The underlying Residential High (18 du/ac) Land Use category allows for a maximum of 552 units. The townhome project will be developed as a rental community. However, lots will be platted for conversion to ownership (fee-simple), as a future option. The Final Plan is subject to several engineering requirements as enumerated in Exhibit "B" of Resolution No. 2023-16 and a plat. These are typical plan item requirements.

At the March 15, 2023 Planning and Zoning Commission (PZC) meeting, members present discussed the project and in general had questions related to several site items. Below is a summary of the PZC discussion with a brief explanation. The staff felt these items were important to note and clarify as relates to the City's Land Development Code regulations.

**School Capacity:** Schools and capacity levels are governed and under the jurisdiction of the

Lake County School Board. School impact fees (\$7,192.00 per unit) in addition to property ad valorem taxes (state and local). The City provides notification to Lake County School to advise of the development activities. This notice was provided at the time of the property rezoning in 2021 and again with the submittal of the proposed Final Plan on September 23, 2022 and December 7, 2022.

**Tree Mitigation:** This is a heavily wooded site with a variety of Laurel Oaks mixed with Longleaf Pines. A total of 2,137 canopy type trees (Red Maple, Holly, Sweet Gum, Magnolia, Longleaf Pine, Shumard Oak, and Live Oak) will be replaced on-site and planted at a minimum tree size of 3.5 inch caliper. Plus, 405 buffer and lot trees (Southern Live Oaks, Crepe Myrtle, and River Birch). The tree removal and replacement mitigation plan is consistent with the provisions of Section 6.6.7 *LDC*. No tree bank contribution has been proposed, as all replacement trees are being planted on-site.

**Eastern Buffer:** Discussion included the buffer plantings with specifics for the adjacent duplex homes (8 or so units) along Chacall Loop located at the northeast corner of the site, and how the townhome community would be viewed (i.e., screened) from the existing Summerbrooke. The applicant is providing a 40-43 foot wide buffer along the eastern property line with a shrub row and tree plantings. The code (*LDC*) requires a minimum of 25-foot wide buffer area along the eastern property line. The townhome buildings are currently being planned with a setback of 50 to 60 feet from the eastern property line (minimum 30-foot setback required by code). Staff has discussed this location of the site and is working with the applicant to provide additional Pine tree groupings, which will further provide a visual screening. Pines are a conifer specimen tree type (keep needles all year), which is a listed approved canopy type tree under Table VI-3 of Section 6.6.5.4 *LDC*.

**US 441 Access:** The project includes an access drive off US Hwy. 441 in addition to the Natoma Boulevard access (refer to site plan layout). This roadway is under the jurisdiction of Florida Department of Transportation (FDOT) permitting and control. There are no City Land Development Code provisions that would override FDOT permitting for ingress/egress connection to State Highway systems, such as US 441.

**Topography:** Several PZC members expressed concerns with the property layout related to the existing and proposed grade. The site is located on a hill. The existing grade slopes towards Natoma Boulevard/US 441 to the north (lowest elevation), with a grade increase in elevation to the center of the site, and gradually slopes downward to the existing apartment complex adjacent to the east. The proposed improvements take into account the existing grade with utilities, internal roadways, sidewalks, stormwater/drainage design, and building pads configurations to accommodate ADA and other site engineering requirements. There are no City Land development Code provisions that mandate certain site grading (i.e., cut and fill). There are several separate retaining wall systems. These walls range from 7 to 13 feet in height. The grading and retaining wall systems of this site are consistent with similar developments previously approved by the City, such as Summerbrooke.

Typically, applicants will file a Preliminary Plat and then the Final Construction Plan. The applicant requested to combine the reviews as the initial submittal did not contemplate platting the units into fee-simple lot ownership. Subsequent to the site plan review, the applicant elected



to configure the project to be platted with individual townhome lots. The applicant indicated to staff it is the intention to rent the units as a rental community; however, in the future could sell individual lots. The applicant will be required to file with the City the Final Plat following the City's normal platting requirements prior to acceptance of the site improvements by the City.

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on March 15, 2023, recommended approval (Vote 4-3) with conditions of the Juniper Multifamily Townhomes Final Plan. The conditions of the approval include the following items:

- 1) Subject to satisfactorily addressing engineering requirements prior to submittal of the Site Development Permit. These are contained in Exhibit "B" Of Resolution No. 0223-16; and
- 2) Subject to submittal of the Final Plat following the City's normal platting process.

The Development Review Committee (DRC) on January 5, 2023, and again on March 3, 2023, recommended approval with conditions of the Final Plan request for Juniper Multifamily Townhomes.

**Budget Impact:**

There are no budgetary impacts to the City relative to the processing of the Final Plan action.

**Strategic Impact:**

Development plans which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities.

GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development

**Recommendation:**

City Council approve the Resolution No. 2023-16 with conditions enumerated in Exhibit "B" and submittal of the Final Plat following the City's normal platting process.

**Attachment(s):**

1. Attachment 1 Summary Report
2. Resolution 2023-16 Final Plan Juniper MF Townhomes.SGS
3. Exhibit A Final Plan
4. Exhibit B Conditions

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/11/2023

Approved - 4/11/2023

Final Approval - 4/12/2023



**CITY OF  
MOUNT  
DORA**

**Planning and Development**  
510 N. Baker St.  
Mount Dora, FL 32757  
352-735-7113  
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E-mail: [plandev@cityofmoundora.com](mailto:plandev@cityofmoundora.com)

## FINAL PLAN SUMMARY REPORT JUNIPER MULTIFAMILY TOWNHOMES

### **Report Date:**

April 18, 2023

### **Reference/Support:**

Chapter IV – Subdivision Regulations

Ordinance No. 542 adopted on February 20, 1990 (Alt. Key 3826495)

Ordinance No. 2021-13 Annexation adopted on October 5, 2021 (Alt. Key 1446481)

Ordinance No. 2021-14 Future Land Use Amendment adopted on September 7, 2021

Ordinance No. 2021-15 Rezoning adopted on October 5, 2021

### **Background:**

#### **SITE SUMMARY:**

|                      |                                                                                                      |
|----------------------|------------------------------------------------------------------------------------------------------|
| Owners:              | Owais Khanani, Elevation Mt. Dora, LLC                                                               |
| Applicant:           | Brooks Stickler, Kimley-Horn & Associates.                                                           |
| Project Engineer:    | Brooks Stickler, Kimley-Horn & Associates -                                                          |
| Parcel ID Number(s): | 28-19-27-0003-000-02500 (Alternate Key #1446481)<br>33-19-27-2200-000-00B00 (Alternate Key #3826495) |
| Existing Use:        | Vacant lands                                                                                         |
| Proposed Use:        | 47 Townhome Buildings with total 266 units                                                           |
| Future Land Use:     | Residential High Density– 18 du/ac or less<br>Maximum Units Allowed Under Density: 552               |
| Zoning:              | Multifamily Residential (R-3)                                                                        |
| Site Area:           | 30.72 +/- ac                                                                                         |
| Density (Actual):    | 8.00 du/ac                                                                                           |

### **Surrounding Property Table:**

| Direction | Jurisdiction | Future Land Use         | Zoning District(s)          | Existing Use(s) | Comment     |
|-----------|--------------|-------------------------|-----------------------------|-----------------|-------------|
| North     | City         | Low/Medium Density (LM) | Planned Unit Develop. (PUD) | Road            | Natoma ROW  |
|           | County       | Regional Office         | Neighborhood Comm. (C-1)    | Vacant          | N/A         |
| South     | City         | Public Lands (PL)       | Public Lands (PLI)          | Utility         | Solar Farm  |
|           | State        | N/A                     | N/A                         | Road            | C.R. 46 ROW |

Juniper Multifamily Townhomes  
Summary Report  
Page 2

|      |       |                         |                                                |             |                                         |
|------|-------|-------------------------|------------------------------------------------|-------------|-----------------------------------------|
| East | City  | High Density (HD)       | Multifamily Residential (R-3)                  | Residential | Apartments                              |
|      | City  | Low/Medium Density (LM) | Planned Unit Develop. (PUD)                    | Residential | Single-Family and Duplex dwelling units |
| West | State | N/A                     | N/A                                            | Road        | U.S. Highway 441 ROW                    |
|      | City  | Low Density (LD)        | Single Family Residential (R-1A)               | Residential | Single Family Dwelling Units            |
|      | City  | Recreation (REC)        | Single Family Residential and Agriculture (GB) | Vacant      | N/A                                     |

**Analysis:**

The applicant is requesting Final Plan approval for the Juniper Multifamily Townhome project with a maximum 266 units on approximately 30.72 acres, located east of U.S. Highway 441 and south of Natoma Boulevard. The property consists of two (2) property tax parcels. The townhome lots are a minimum 18-feet wide and 90-feet long. The townhomes will be three-stories and not exceed 35-feet building height. There are a total of 47 townhome buildings. The project will be developed in one (1) phase.

The northern parcel of the subject property was annexed into the City of Mount Dora in October 2021 by Ordinance No. 2021-13. The southern parcel was been annexed since 1990. The Applicant submitted an application for a future land use amendment and rezoning in August 2021 to amend the land use to High Density Residential and adopt the R-3 Zoning District following the annexation. The City of Mount Dora Council adopted the future land use amendment (Ordinance No. 2021-14) and the PUD zoning district (Ordinance No. 2021-15) to facilitate the residential high density.

The Applicant submitted a Traffic Impact Analysis dated November 2022, and later revised January 2023. The proposed development is anticipated to generate approximately 1,780 daily trips, 106 AM peak hour trips (25 in/81 out) and 136 PM peak hour trips (86 in/50 out). The residential development will utilize four (4) points of access for ingress/egress: (1) U.S. Highway 441, (2) two entrances off Natoma Boulevard, and (3) will share the exiting access of C.R 46 with the neighboring apartment complex (Elevate 155). This is not a gated community but will be developed with private roads.

An Environmental Assessment (EA) was submitted with the Final Plan application for Staff review. The EA, dated February 2023, revealed no imminent threat to state and federally protected animal and plant species by the proposed residential development. The EA indicates the closest Eagle Nest Location to be approximately 1,360 feet from the development site.

Juniper Multifamily Townhomes  
Summary Report  
Page 3

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A dry stormwater pond is proposed on the northeastern portion of the property along the western property line and US Hwy 441. These stormwater ponds will assist for on-site drainage and stormwater management.

The residential development features and design elements are listed below:

- 10-foot landscaped buffer along all property lines.
- Club house amenity center with pool.
- Sidewalk connectivity to existing sidewalks along Natoma Blvd and C.R 46.

**Plan and Plat Process:**

Typically, applicant would file a Preliminary Plat and then the Final Construction Plan/Plat. The applicant has requested to combine the reviews as the initial submittal did not contemplate platting of the units into fee-simple lot ownership. Subsequent to the site plan review the applicant elected to configure the project to be platted with individual townhome lots. The applicant indicated to staff it is the intention to rent the units as a rental community, however, in the future could sell individual lots. The applicant will be required to file with the City the Final Plat following the City's normal platting requirements prior to acceptance of the site improvements by the City. Final Plats are process through the Development Review Committee, City Attorney, and City's Surveyor. Once platted requirements have been satisfied, the plat can be processed for signatures and recording. Plats are recorded once all site improvements have been installed and accepted.

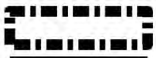
**Notifications:**

JPA Notice to Lake County: December 7, 2022

Lake County School Board Courtesy Notice: September 23, 2022 and December 7, 2022

# Vicinity Map

## Legend



City Limits

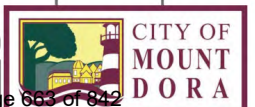


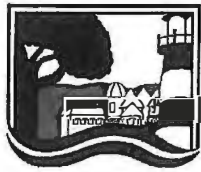
Subject Property

N



N.T.S.





**CITY OF  
MOUNT  
DORA**

**RECEIVED**

By scottw at 9:56 am, Dec 06, 2022

**PR22-14FNLC**

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

E-mail: [plandev@cityofmounddora.com](mailto:plandev@cityofmounddora.com)

**FINAL PLAT / CONSTRUCTION PLAN  
APPLICATION**

Date: 12/05/22 Project Name: Juniper MF Townhomes

1. Applicant's Name: Brooks Stickler  
 Company's Name: Kimley-Horn & Associates  
 Address: 189 S. Orange Ave., Suite 1000  
 City, State & Zip: Orlando, FL 32801  
 Phone: 407-427-1677 E-mail: Brooks.Stickler@kimley-horn.com
  
2. Property Owner's Name(s): Owais K hanani  
 Company's Name: Elevation Mt. Dora LLC  
 Address: 189 S. Orange Ave., Suite 1550  
 City, State & Zip: Orlando, FL 32801  
 Phone: 407.270.8866 E-mail: Owais@elevationdev.com
  
3. Engineer's Name: Brooks Stickler  
 Company's Name: Kimley-Horn & Associates  
 Address: 189 S. Orange Ave., Suite 1000  
 City, State & Zip: Orlando, FL 32801  
 Phone: 407-427-1677 E-mail: Brooks.Stickler@kimley-horn.com
  
4. Surveyor's Name: David W. Maxwell  
 Company's Name: Geopoint Surveying, Inc.  
 Address: 213 Hobbs St,  
 City, State & Zip: Tampa, FL 33619  
 Phone: 813-248-8888 E-mail: Maitland@geopointsurvey.com



5. Zoning District: R-3
6. Future Land Use: RH/HD
7. Total Units/Lots: 267
8. Size of Property (Acres): 30.72
9. Wetland Areas (Acres): Existing: 0 acres Removed: 0 acres  
 Remaining: 0 acres
10. Density (Developable Area): 30.72  
 (See LDC Definition for "Density" for developable area).
11. If this project is associated with a PUD, provide a summary report outlining each PUD condition with explanation as to how each PUD condition has been addressed with this submitted.
12. Are there any deviations from the Preliminary Plat Approval (circle)? Yes / No

If yes, list and describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### CERTIFICATION AND SIGNATURE

I CERTIFY THAT, to the best of my knowledge and belief, all information supplied with this application is accurate and I have examined and am familiar with the Land Development Code of the City of Mount Dora, Florida and Chapter 177 of the Florida Statutes and have complied with the requirements of said regulations and statute. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Owner/Applicant Signature

12/01/2022

Date



## LETTER OF AUTHORIZATION

City of Mount Dora  
 Planning and Development  
 510 N. Baker St.  
 Mount Dora, Florida 32757

## To Whom It May Concern:

This letter does hereby authorize Brooks Stickler, P.E. of Kimley Horn to act as our agent(s) for and with all regulatory agencies, departments, and their personnel for Lake County, Florida Department of Economic Opportunity, Florida Department of Transportation, Saint John's Water Management District, Florida Department of Environmental Protection, US Army Corps of Engineers, and any other regulatory agencies or utility providers in an effort to receive all approvals necessary for permitting and developing the proposed real estate project on an approximately 32.72 acres, m.o.l. for residential use to include 266 units (+/- 26.28 acres), 15,000 sf clubhouse and four (4) stormwater ponds (4.42 acres) tract that is generally located at U.S. Highway 441 and Natoma Boulevard, Lake County, Florida. In addition, I authorize the above-listed agent(s) to bind me, or my corporation, to perform any requirements which may be necessary to procure these permits or authorizations.

| Parcel ID Number(s):    | Site Acreage | Street Address (if assigned):         |
|-------------------------|--------------|---------------------------------------|
| 28-19-27-0003-000-02500 | 32.72 +/-    | U.S. Highway 441 and Natoma Boulevard |
| 33-19-27-2200-000-00B00 |              | Lake County, FL 32757                 |

## Contract Purchaser / Developer:

Signature:   
 Name: Owais Khanani  
 Title: Manager  
 ELEVATION DEVELOPMENT, LLC  
 189 S. Orange Ave. Suite 1550  
 Orlando, FL 32801

---

189 S. Orange Avenue, Suite 1550, Orlando, Florida 32801

407.270.8866

[www.ElevationDev.com](http://www.ElevationDev.com)

STATE OF FLORIDACOUNTY OF ORANGE

On this the 18<sup>th</sup> day of AUGUST 2022 before me, the undersigned Notary Public of the State of FLORIDA, personally appeared OWAIS KHANANI and whose name(s) is/are subscribed to the within instrument, and acknowledge that he/she/they executed it. The individual(s) are X personally known to me, or      presented the following identification:

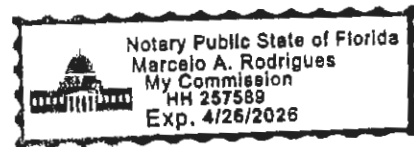
\_\_\_\_\_.

WITNESS MY HAND AND SEAL:

NOTARY SEAL &amp;

COMMISSION EXPIRATION:

  
 \_\_\_\_\_  
 NOTARY SIGNATURE



189 S. Orange Avenue, Suite 1550, Orlando, Florida 32801

407.270.8866

[www.ElevationDev.com](http://www.ElevationDev.com)



201 West Burleigh Boulevard · Tavares · FL 32778-2496  
(352) 253-6500 · Fax: (352) 253-6503 · [www.lake.k12.fl.us](http://www.lake.k12.fl.us)

**Superintendent:**  
**Diane S. Kornegay, M.Ed.**

**School Board Members:**

**District 1**  
**Bill Mathias**  
**District 2**  
**Tyler Brandenburg**  
**District 3**  
**Marc Dodd**  
**District 4**  
**Mollie Cunningham**  
**District 5**  
**Stephanie Luke**

October 5, 2022

Elevation Mount Dora LLC  
189 South Orange Avenue, #1550  
Orlando, FL 32801

**RE: Juniper Village Townhomes – Mount Dora**  
**Adequate Public Facilities Determination (LCS APF24-2022)**

Dear Elevation Mount Dora:

The School District has reviewed the above referenced development proposing 260 town home dwelling units on approximately 30 acres. The subject property is located south of Natoma Boulevard east of US Highway 441.

The proposed development has the potential to generate approximately ninety-one (91) students for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected 5th year capacities are as follows:

- |                                     |                     |
|-------------------------------------|---------------------|
| • <b>Triangle Elementary School</b> | <b>95% Capacity</b> |
| • <b>Mount Dora Middle School</b>   | <b>87% Capacity</b> |
| • <b>Mount Dora High School</b>     | <b>91% Capacity</b> |

Although there are no planned capacity project scheduled in the current Five Year Capital Plan, the district is aware of the residential growth in the Mount Dora area. The school district continues to monitor all the new/approved development in this area to determine the need and timing of capacity relief projects in the future.

Should you have any questions or need additional information please contact me at (352) 253-6694 or by email at [lavalleyh@lake.k12.fl.us](mailto:lavalleyh@lake.k12.fl.us).

Sincerely,

Helen LaValley  
Growth Planning Department

Encl: Adequate Public Facilities Analysis





## Lake County Schools Adequate Public Facilities Determination

|                            |                                     |            |
|----------------------------|-------------------------------------|------------|
| <b>REVIEWING AUTHORITY</b> | Lake County Schools                 | APF24-2022 |
| <b>PROJECT NAME/CASE#</b>  | Juniper Village Townhomes           |            |
| <b>ITEM DESCRIPTION</b>    | 260 single family attached          |            |
| <b>LOCATION</b>            | US Hwy 441 and Natoma Blvd.         |            |
| <b>AK's</b>                | 3826495, 1446481 (approx. 30 acres) |            |

|                              | SF-DU | MF-DU | MH-DU | SF Impacts | MF Impacts |
|------------------------------|-------|-------|-------|------------|------------|
| <b>NEW DU IMPACT (units)</b> |       |       |       | 260        | 0          |
| <b>STUDENT GENERATION</b>    |       |       |       |            |            |
| Elementary School            | 0.350 | 0.282 | 0.185 | 91         | 0          |
| Middle School                | 0.157 | 0.153 | 0.095 | 41         | 0          |
| Middle School                | 0.079 | 0.061 | 0.044 | 21         | 0          |
| High School                  | 0.114 | 0.068 | 0.046 | 30         | 0          |

\*Students generated may differ from distribution percentages due to rounding

|                          |                         |                       |                         |                                    |                                     |
|--------------------------|-------------------------|-----------------------|-------------------------|------------------------------------|-------------------------------------|
| <b>CSA #5</b>            |                         |                       |                         |                                    |                                     |
| <b>Assigned Schools:</b> | Enrollment<br>2021-2022 | Permanent<br>Capacity | Projected<br>Capacity % | Student<br>Enrollment<br>w/ Impact | % of Perm.<br>Capacity<br>w/ Impact |
| Triangle Elementary      | 710                     | 792                   | 90%                     | 751                                | 95%                                 |
| Mount Dora Middle        | 833                     | 976                   | 85%                     | 854                                | 87%                                 |
| Mount Dora High          | 1,218                   | 1,367                 | 89%                     | 1,248                              | 91%                                 |
|                          |                         |                       |                         |                                    | Planned<br>Capacity<br>Project      |
|                          |                         |                       |                         |                                    | No                                  |
|                          |                         |                       |                         |                                    | No                                  |
|                          |                         |                       |                         |                                    | No                                  |

*Lake County School District Five-Year Plan, Fiscal Year 2022-2026*

**Please note that this is NOT a School Concurrency capacity reservation.**

Please be aware that at time of school concurrency review proportionate share mitigation may be required.  
This review does **not** include already reserved capacities.

Prepared by: Helen LaValley, Lake County Schools Growth Planning Dept. Issue Date: 10/5/2022

**RESOLUTION NO. 2023-16**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE FINAL DEVELOPMENT PLAN ENTITLED “JUNIPER MULTIFAMILY TOWNHOMES”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF FINAL DEVELOPMENT PLAN AND CONDITIONS; 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 provisions of Section 4.2 of the City’s Land Development Code, an application was submitted by Elevation Mt Dora, LLC, to the City of Mount Dora, Florida, for a Final Plan entitled “Juniper Multifamily Townhomes”; and

**WHEREAS**, pursuant to the provisions of Section 4.2.1 of the City’s Land Development Code the applicant has requested to combine the steps of Final Development Plan, Preliminary Plat and Final Plat in order to reduce the review time involved; and

**WHEREAS**, the Juniper Multifamily Townhomes includes 266 townhome units; and

**WHEREAS**, the City Attorney reviewed Juniper Multifamily Townhomes Final Development Plan and found it consistent with controlling law; and

**WHEREAS**, the Development Review Committee reviewed the Juniper Multifamily Townhomes Final Development Plan on January 5, 2023, and again on March 3, 2023, and recommended approval with conditions, as being in compliance with the minimum requirements of the City’s Land Development Code, and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

**WHEREAS**, the City of Mount Dora Planning and Zoning Commission reviewed the Juniper Multifamily Townhomes Final Development Plan on March 15, 2023, and recommended approval with conditions as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

**WHEREAS**, the City of Mount Dora, Florida, considered the Juniper Multifamily Townhomes Final Development Plan and hereby finds it to be in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law.



**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. Approval of Final Development Plan and Conditions.**

- (a) The City hereby approves the Juniper Multifamily Townhomes Final Development Plan attached hereto as **Exhibit “A”**.
- (b) The Final Development Plan is subject to the conditions set forth in **Exhibit “B”** attached hereto and such conditions must be satisfactorily addressed, in the sole discretion of the City, prior to filing and submittal of the Site Development Permit for the Juniper Multifamily Townhomes.
- (c) Prior to final acceptance of the site improvements, the Final Plat for Juniper Multifamily Townhomes must be submitted to the City of Mount Dora, following the City’s normal plat review process, pursuant to City of Mount Dora Land Development Code, Section 4.2.

**SECTION 3. Implementation of Administrative Actions.** The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 4. Savings Clause.** All prior actions of the City of Mount Dora pertaining to the Juniper Multifamily Townhomes Final Development Plan, Preliminary Plat and Final Plat combined review, 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 which 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 18<sup>th</sup> day of April, 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”**  
Juniper Multifamily Townhomes  
Final Development Plan

**EXHIBIT “B”**  
Juniper Multifamily Townhomes  
Conditions



RECEIVED  
By scottw at 9:50 am, Dec 06, 2022

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JUNIPER VILLAGE  
ELEVATION DEVELOPMENT  
MOUNT DORA, FLORIDA

SCOTT C. WEBBER  
FLORIDA REGISTRATION AR0017591

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DATE: AUGUST 31ST, 2022  
ISSUE: SDP  
PROJECT MGR: SW  
PROJECT NO.: 2203

SHEET NAME:  
COLOR  
PERSPECTIVE

SHEET NUMBER:  
A9.10



1 COLOR PERSPECTIVE



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JUNIPER VILLAGE  
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MOUNT DORA, FLORIDA

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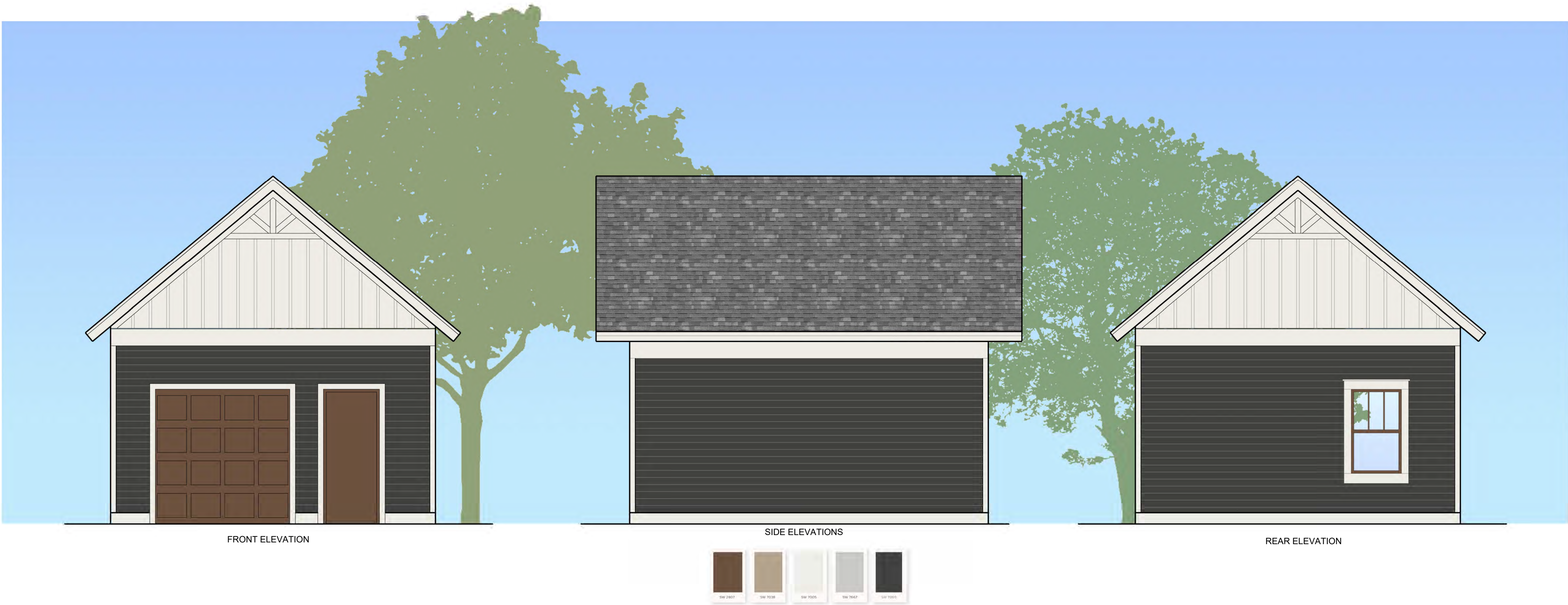
ISSUE: SDP

PROJECT MGR: SW

PROJECT NO.: 2203

SHEET NAME:  
MAINTENANCE BLDG  
COLOR ELEVATIONS

SHEET NUMBER:  
A9.11



1 MAINTENANCE BLDG COLOR ELEVATIONS





2 BUILDING TYPE 1B REAR COLOR ELEVATION



1 BUILDING TYPE 1A FRONT COLOR ELEVATION

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MOUNT DORA, FLORIDA

SCOTT C. WEBBER  
FLORIDA REGISTRATION AR0017591

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DATE: AUGUST 31ST, 2022

ISSUE: SDP

PROJECT MGR: SW

PROJECT NO.: 2203

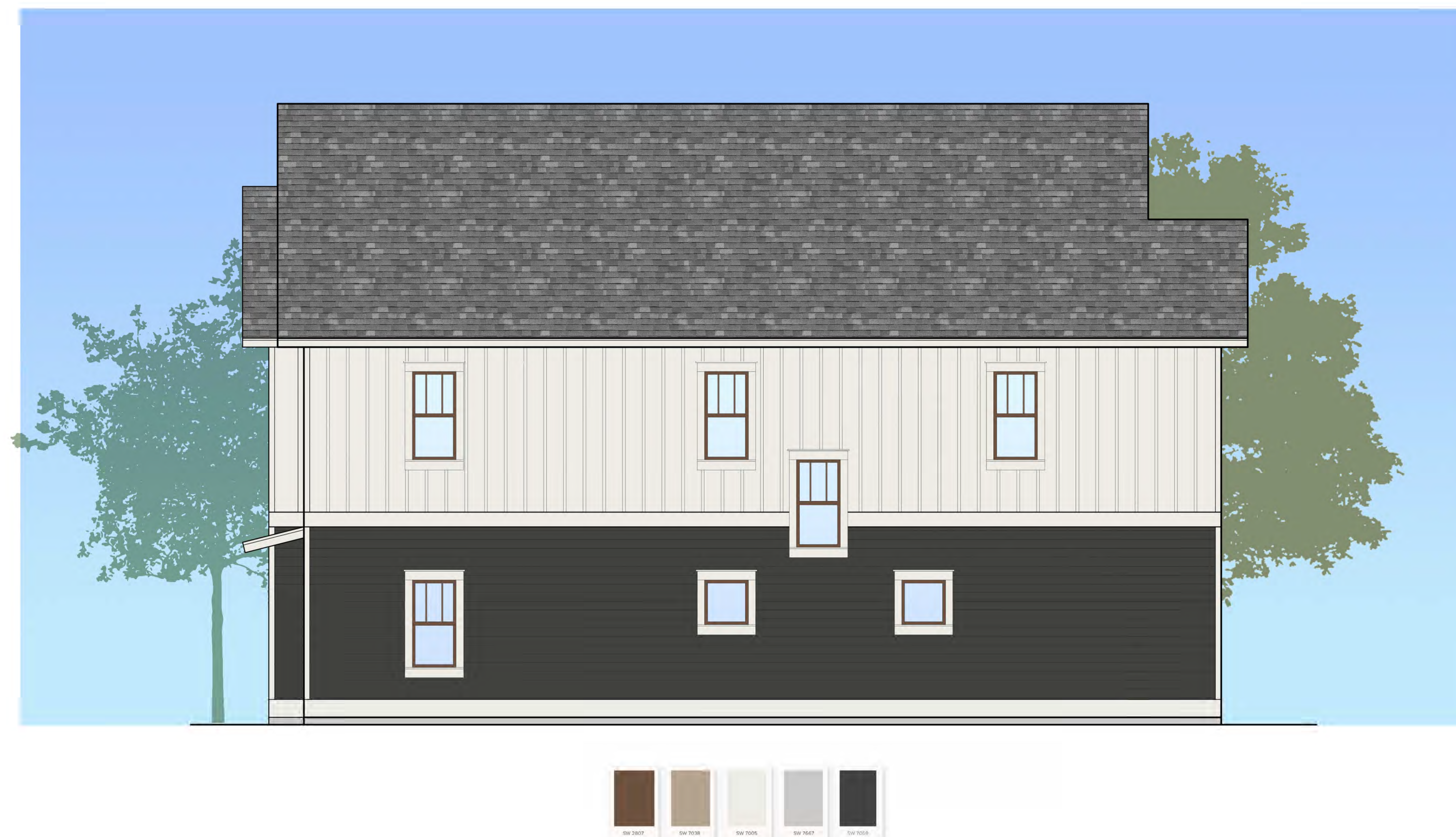
SHEET NAME:  
BUILDING TYPE 1A  
COLOR ELEVATIONS

SHEET NUMBER:  
A9.12





## 2 BUILDING TYPE 1A AND 1B SIDE COLOR ELEVATION



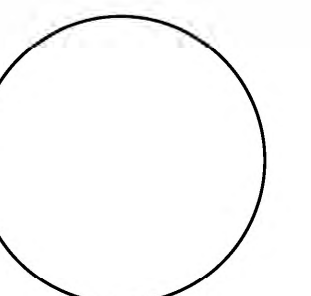
## 1 BUILDING TYPE 1A AND 1B SIDE COLOR ELEVATION



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JUNIPER VILLAGE  
ELEVATION DEVELOPMENT  
MOUNT DORA, FLORIDA



SCOTT C. WEBBER  
FLORIDA REGISTRATION AR0017591

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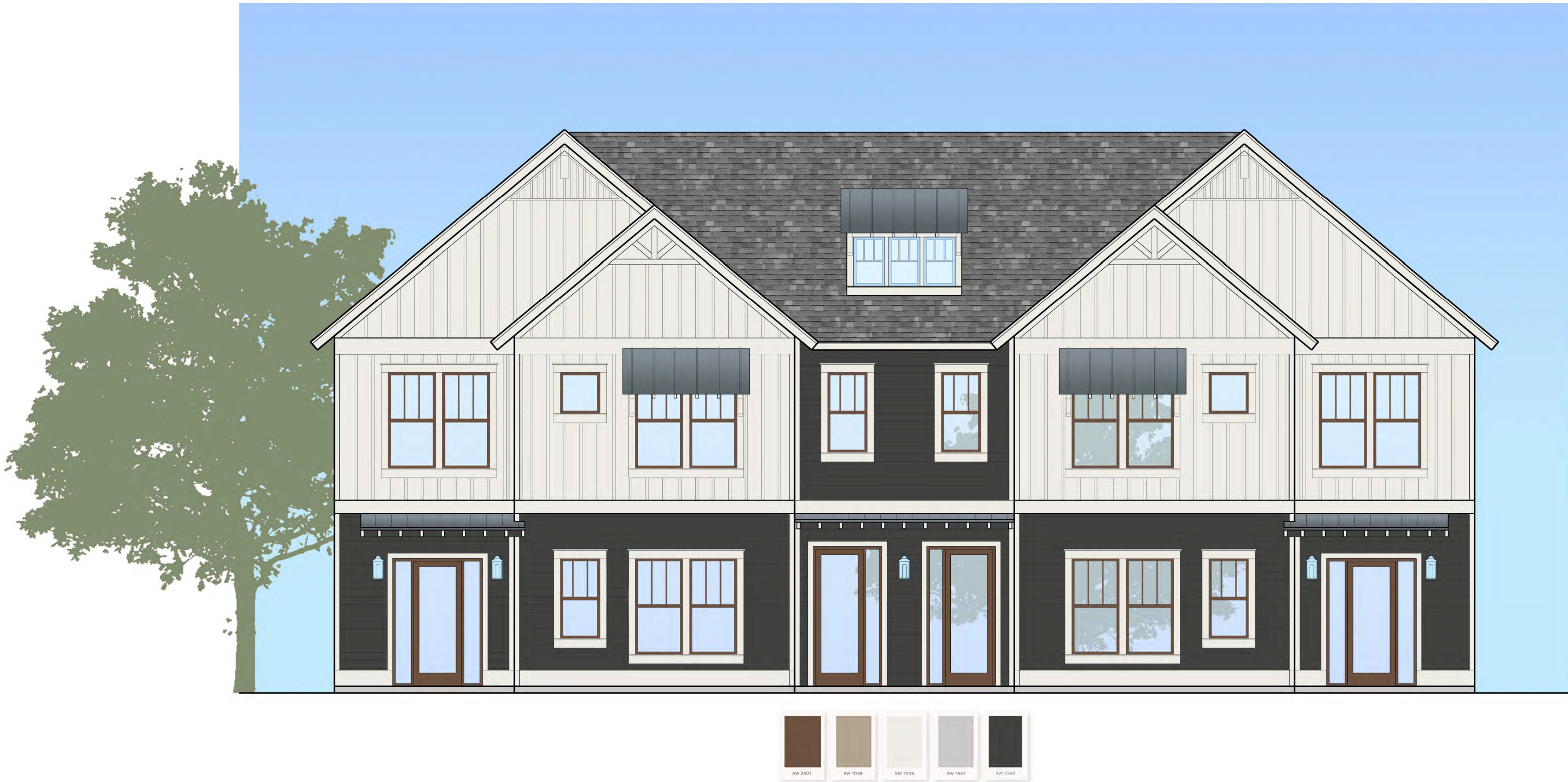
DATE: AUGUST 31ST, 2022  
ISSUE: SDP  
PROJECT MGR: SW  
PROJECT NO.: 2203

SHEET NAME:  
BUILDING TYPE 1A  
AND 1B COLOR  
ELEVATIONS

SHEET NUMBER:

# A9.14





2 BUILDING TYPE 2 REAR COLOR ELEVATION



1 BUILDING TYPE 2 FRONT COLOR ELEVATION

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DATE: AUGUST 31ST, 2022

ISSUE: SDP

PROJECT MGR: SW

PROJECT NO.: 2203

SHEET NAME:  
BUILDING TYPE 2  
COLOR ELEVATIONS

SHEET NUMBER:  
A9.15





## 2 BUILDING TYPE 2 EXTERIOR SIDE COLOR ELEVATION



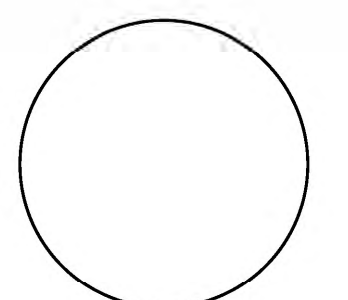
1 BUILDING TYPE 2 EXTERIOR SIDE COLOR ELEVATION



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SCOTT C. WEBBER  
FLORIDA REGISTRATION AR0017591

[illegible]

DATE: AUGUST 31ST, 2022  
ISSUE: SDP  
PROJECT MGR: SW  
PROJECT NO.: 2203

SHEET NAME:  
BUILDING TYPE 2  
COLOR ELEVATIONS

SHEET NUMBER:

A9.16





## 2 CLUBHOUSE EXTERIOR REAR COLOR ELEVATION



## 1 CLUBHOUSE EXTERIOR FRONT COLOR ELEVATION

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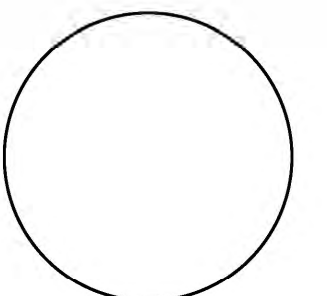
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MOUNT DORA, FLORIDA



SCOTT C. WEBBER  
FLORIDA REGISTRATION AR0017591

## ADDENDA / REVISIONS

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| ISSUE:       | SDP               |
| PROJECT MGR: | SW                |
| PROJECT NO.: | 2203              |

SHEET NAME:  
CLUBHOUSE  
COLOR ELEVATIONS

SHEET NUMBER:

## A9.17



# CONSTRUCTION PLANS FOR JUNIPER MULTIFAMILY TOWNHOMES

PARCEL ID #s: 28-19-27-0003-000-02500, 33-19-27-2200-000-00B00

20935 US HIGHWAY 441

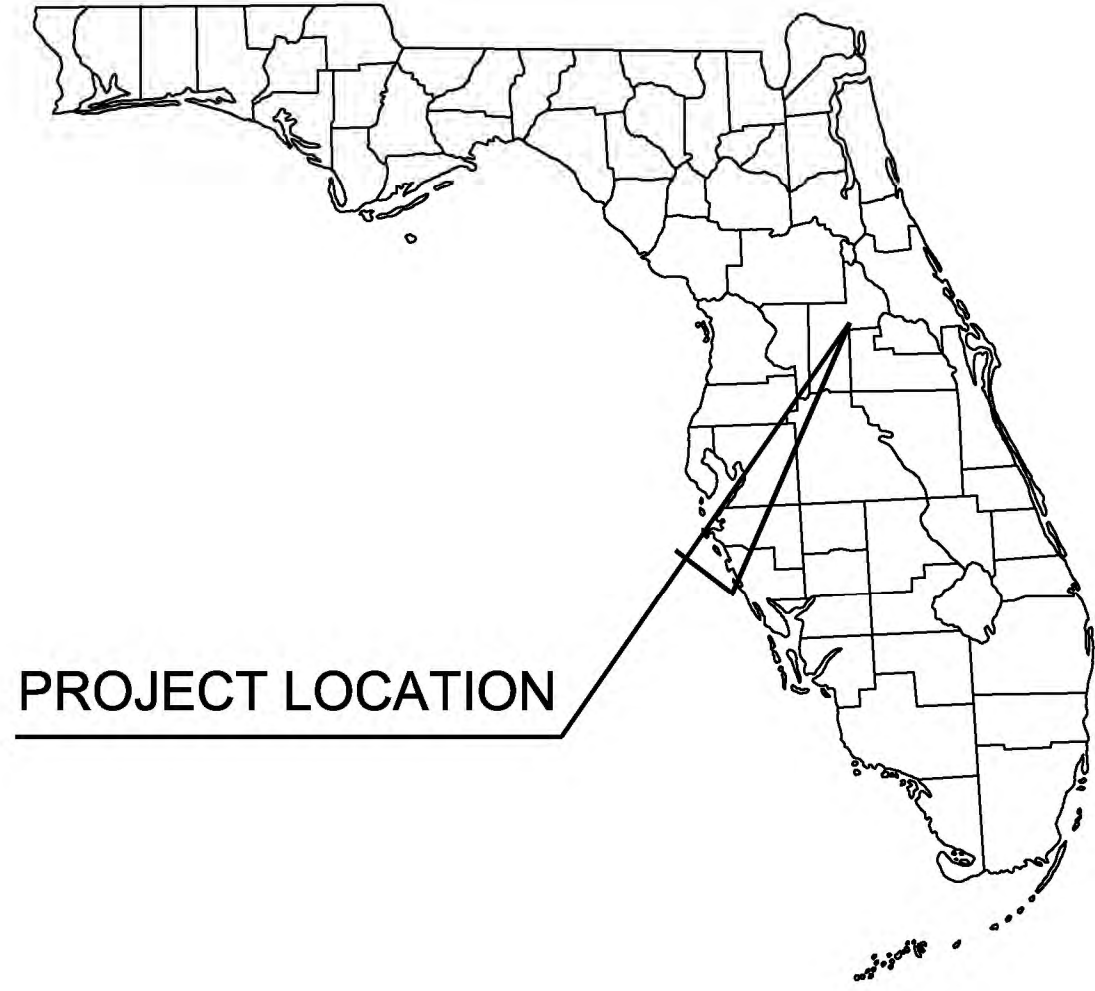
CITY OF MOUNT DORA, FLORIDA

DECEMBER 5, 2022

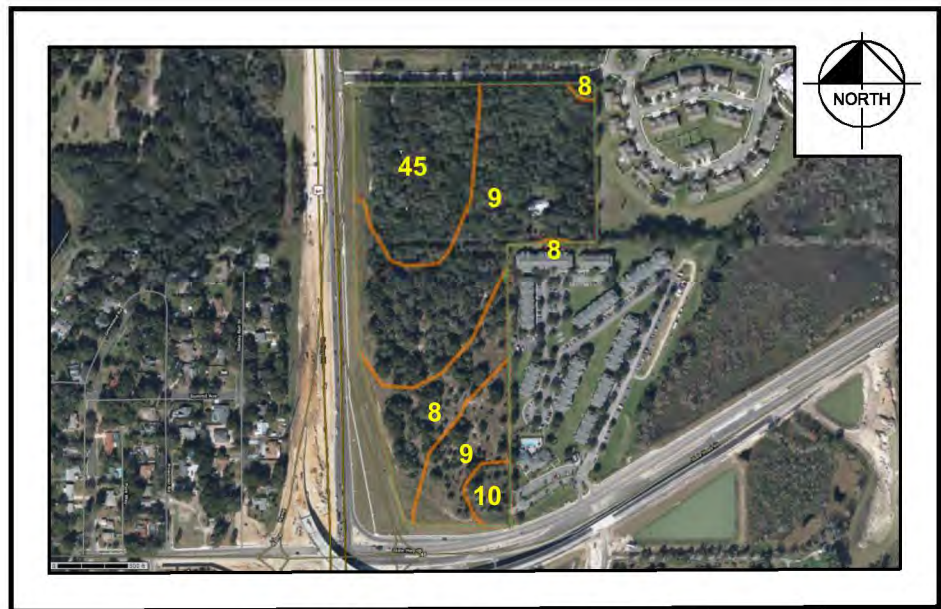
SITE

AERIAL PHOTOGRAPH

N.T.S.



PROJECT LOCATION



SOILS MAP

N.T.S.

#### SOILS LEGEND

- 8 CANDLER SAND, 0-6% SLOPES
- 9 CANDLER SAND, 5-12% SLOPES
- 10 CANDLER SAND, 12-40% SLOPES
- 45 TAVARES SAND, 0-5% SLOPES

#### LEGAL DESCRIPTION

OFFICIAL RECORDS BOOK 1799, PAGE 734:  
THAT PART OF THE SOUTH 666.2 FEET OF THE SW 1/4 OF THE SW 1/4, IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING EAST OF THE RIGHT-OF-WAY OF HIGHWAY NO. 441 (STATE ROAD 500), IN LAKE COUNTY, FLORIDA.  
OFFICIAL RECORDS BOOK 5696, PAGE 1709  
DESCRIPTION:  
ALL OF LOT "B", VERANDA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 51, PAGE 79, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 932, PAGE 233, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.)  
EXCEPT THE FOLLOWING PARCELS:  
SECTION 11130  
F.P. NO. 238275-2

PART A:  
COMMENCE AT A 3" DIAMETER CONCRETE MONUMENT WITH A NAIL AND DISK MARKED "RLS 1916" MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP NO 238275-2; THENCE NORTH 89°48'50" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 33, A DISTANCE OF 248.74 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 500 AT STATION 1269+04.13, AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°40'44" WEST ALONG SAID CENTERLINE, 1328.61 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SURVEY OF STATE ROAD 46, STATION 35+74.01, AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID CENTERLINE OF STATE ROAD 500 NORTH 89°51'34" EAST ALONG SAID CENTERLINE OF STATE ROAD 46, A DISTANCE OF 684.47 TO STATION 42+58.48 AND THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 573.36 FEET, A CHORD BEARING OF NORTH 87°31'50" EAST AND A CHORD DISTANCE OF 46.60 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.61 FEET TO STATION 43+05.06 AT THE INTERSECTION OF A SOUTHERLY PROJECTION OF THE WEST LINE OF LOT A, VERANDA SUBDIVISION AS PER MAP RECORDED IN PLAT BOOK 51, PAGE 79 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID CENTERLINE NORTH 00°13'15" WEST ALONG SAID SOUTHERLY PROJECTION, 78.25 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE OF LOT A AND THE SOUTHERLY PROJECTION THEREOF, SOUTH 89°33'02" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 182.02 FEET TO THE BEGINNING OF THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF THE STATE ROAD 46 AND STATE ROAD 500 INTERCHANGE, AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE NORTH 72°07'54" WEST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, 276.38 FEET; THENCE NORTH 16°38'04" WEST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, 64.54 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 427.46 FEET, A CENTRAL ANGLE OF 28°19'09", A CHORD BEARING OF SOUTH 89°12'27" EAST AND A CHORD DISTANCE OF 208.13 FEET; THENCE DEPARTING SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE AND FROM A TANGENT BEARING OF SOUTH 51°02'53" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 21.28 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 86°23'24" EAST, 206.88 FEET; THENCE NORTH 75°00'08" EAST, 68.42 FEET TO A POINT ON THE WEST LINE OF SAID LOT A; THENCE SOUTH 00°13'15" EAST ALONG SAID WEST LINE, 69.21 FEET TO THE POINT OF BEGINNING, CONTAINING 21,407 SQUARE FEET, MORE OR LESS. RETAINING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW ALONG THE NORTHERLY LINE OF SAID PART AND AS SHOWN ON SAID RIGHT OF WAY MAP.

PART B  
COMMENCE AT A 3" DIAMETER CONCRETE MONUMENT WITH A NAIL AND DISK MARKED "RLS 1916" MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP NO 238275-2; THENCE NORTH 89°48'50" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 33, A DISTANCE OF 248.74 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 500 AT STATION 1269+04.13, AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°40'44" WEST ALONG SAID CENTERLINE, 1328.61 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SURVEY OF STATE ROAD 46, STATION 35+74.01, AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID CENTERLINE OF STATE ROAD 500 NORTH 89°51'34" EAST ALONG SAID CENTERLINE OF STATE ROAD 46, A DISTANCE OF 684.47 TO STATION 42+58.48 AND THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 573.36 FEET, A CENTRAL ANGLE OF 04°30'28", A CHORD BEARING OF NORTH 87°31'50" EAST AND A CHORD DISTANCE OF 46.60 FEET; THENCE ALONG SAID CENTERLINE AND EASTERLY ALONG THE ARC OF SAID CURVE, 46.61 FEET TO THE INTERSECTION OF A SOUTHERLY PROJECTION OF THE WEST LINE OF LOT "A", VERANDA SUBDIVISION, PER MAP RECORDED IN PLAT BOOK 51, PAGE 79 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID CENTERLINE, NORTH 00°13'15" WEST ALONG SAID SOUTHERLY PROJECTION, 78.25 FEET TO A POINT ON THE EXISTING R/W LINE OF STATE ROAD 46, AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID WEST LINE AND SOUTHERLY EXTENSION THEREOF, SOUTH 89°33'02" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 182.02 FEET TO THE BEGINNING OF THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF THE STATE ROAD 46 AND STATE ROAD 500 INTERCHANGE, AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE NORTH 72°07'54" WEST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, 276.38 FEET; THENCE NORTH 16°38'04" WEST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, 64.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°40'44" WEST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, 280.86 FEET TO THE END OF SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE; THENCE CONTINUE NORTH 01°40'44" WEST ALONG THE EXISTING R/W LINE FOR STATE ROAD 500, AS SHOWN ON SAID RIGHT OF WAY MAP, 62.38 FEET; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE, SOUTH 05°40'11" EAST, 82.58 FEET TO A POINT HENCEFORTH KNOWN AS POINT "B"; THENCE CONTINUE SOUTH 05°40'11" EAST, 190.43 FEET TO A POINT AT STATION 1281+09.84 AND 139.00 FEET EAST OF, WHEN MEASURED PERPENDICULAR FROM THE CENTERLINE OF SURVEY OF STATE ROAD 500, AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE SOUTH 01°40'44" EAST ALONG A LINE PARALLEL AND 139.00 FEET EAST OF SAID CENTERLINE, 162.12 FEET TO A POINT ON SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE HENCEFORTH KNOWN AS POINT "A"; THENCE DEPARTING SAID PARALLEL LINE, NORTH 16°38'04" WEST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, 73.62 FEET TO THE POINT OF BEGINNING, CONTAINING 4,992 SQUARE FEET, MORE OR LESS.

RETAINING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW ALONG THE LINE BETWEEN POINTS "A" AND "B" DESCRIBED ABOVE AND SHOWN ON SAID RIGHT OF WAY MAP.  
(ALL OF THE ABOVE BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4852, PAGE 31, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.)

#### UTILITY PROVIDERS

##### RECLAIMED WATER:

CITY OF MOUNT DORA PUBLIC WORKS AND UTILITIES  
510 N. BAKER ST.  
MOUNT DORA, FL 32757

##### POWER:

DUKE ENERGY  
150 PROGRESS ENERGY WAY #7572  
LONGWOOD, FL 32750

##### GAS:

TECO PEOPLES GAS  
8416 PALM RIVER ROAD  
TAMPA, FL 33619

##### DEVELOPER

ELEVATION MT. DORA, LLC  
189 S. ORANGE AVE, SUITE 1550  
ORLANDO, FLORIDA 32801  
CONTACT: OWAIS KHANANI  
PHONE: (407) 270-8866  
EMAIL: OWAIS@ELEVATIONDEV.COM

##### CABLE/TELEPHONE:

COMCAST  
8130 CR 44 LEG A  
LEESBURG, FL 34788

##### SANITARY SEWER:

CITY OF MOUNT DORA PUBLIC WORKS AND UTILITIES  
510 N. BAKER ST.  
MOUNT DORA, FL 32757

##### WATER:

CITY OF MOUNT DORA PUBLIC WORKS AND UTILITIES  
510 N. BAKER ST.  
MOUNT DORA, FL 32757

#### PROJECT TEAM

##### SURVEYOR

GEOPOINT SURVEYING, INC.  
555 WINDERLEY PLACE, SUITE 120  
WINTER PARK, FL 32789  
CONTACT: SCOTT WEBBER  
PHONE: (407) 740-8405 (EXT. 208)  
EMAIL: SWEBBER@ACIARCH.COM

##### ENGINEER

KIMLEY HORN AND ASSOCIATES  
189 SOUTH ORANGE AVENUE, SUITE 1000  
ORLANDO, FL 32801  
CONTACT: Brooks Stickler, P.E.  
PHONE: (407) 427-1677  
EMAIL: brooks.stickler@kimley-horn.com

##### LANDSCAPE ARCHITECT

ROGERS LANDSCAPE ARCHITECTURE  
1775 MOHAWK TRAIL  
MAITLAND, FLORIDA 32751  
CONTACT: DANIEL ROGERS  
PHONE: (407) 353-0112  
EMAIL: DANIEL@ROGERS-LA.COM

PREPARED BY  
**Kimley»Horn**

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.  
189 South Orange Avenue, Suite 1000, Orlando, Florida 32801  
Phone: (407) 898-1511  
WWW.KIMLEY-HORN.COM NO. 35106



BROOKS A. STICKLER, P.E.  
FL. P.E. NO. 74031

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| NO. | DESCRIPTION                     | DATE    | BY  |
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JUNIPER MULTIFAMILY TOWNHOMES  
DECEMBER 5, 2022  
ENGINEER'S PROJECT No. 149786017



[illegible]



# STORMWATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

PROJECT NAME AND LOCATION  
JUNIPER MULTIFAMILY TOWNHOMES  
TAX PARCEL: 28-19-27-0003-000-02500, 33-19-27-2200-000-00B00  
MOUNT DORA, FLORIDA

\*SEE COVER SHEET FOR LOCATION MAP

DEVELOPER NAME AND ADDRESS  
ELEVATION MT. DORA, LLC  
189 S. ORANGE AVE, SUITE 1550  
ORLANDO, FLORIDA 32801

PROJECT DESCRIPTION

The JUNIPER MULTIFAMILY PROJECT CONSISTS OF ±266 UNITS OF MULTIFAMILY TOWNHOMES AND A CLUBHOUSE/AMENITY AREA ON A 30.7 ACRE SITE LOCATED IN THE CITY OF MOUNT DORA, FLORIDA. THE SUBJECT PROPERTY IS CURRENTLY MOSTLY UNDEVELOPED AND IS BORDERED BY EXISTING MULTIFAMILY DEVELOPMENTS.

PROJECT AREA: 30.70 ACRES  
CONTRIBUTING DRAINAGE AREA: 30.70 ACRES

LONGITUDE : 81°37'25.71"W LATITUDE: 28°48'3.09"N

ULTIMATE RECEIVING WATERS LAKE HARRIS

ACTIVITIES THAT REQUIRE EROSION CONTROL

SITE CLEARING AND GRUBBING; PROVIDING A STABILIZED CONSTRUCTION ENTRANCE, PERIMETER, AND OTHER EROSION AND SEDIMENT CONTROLS; EXCAVATION FOR THE RETENTION POND; SITE GRADING; INSTALLATION OF STORM WATER, SANITARY SEWER, AND WATER STRUCTURES; CURB, ROADWAYS, AND PARKING FACILITIES.

\*SEE PLANS FOR THE LOCATION OF TEMPORARY SEDIMENT BARRIERS AND OTHER EROSION CONTROL METHODS.

SOIL PARAMETERS

| HYDROLOGIC SOIL GROUP SUMMARY |                      |             |
|-------------------------------|----------------------|-------------|
| SOIL TYPE                     | SOIL NAME            | SOIL RATING |
| 8                             | CANDLER SAND, 0–5%   | A           |
| 9                             | CANDLER SAND, 5–12%  | A           |
| 10                            | CANDLER SAND, 12–40% | A           |
| 45                            | TAVARES SAND         | A           |

SEQUENCE OF MAJOR ACTIVITIES

THE ORDER OF CONSTRUCTION IS AS FOLLOWS:

1. PROVIDE STABILIZED CONSTRUCTION ENTRANCE

2. INSTALL SILT FENCES AND OTHER EROSION CONTROL METHODS

3. CLEAR AND GRUB FOR SEDIMENT BASIN AND EARTH DIKE

4. CONSTRUCT EARTH DIKE AND SEDIMENT BASIN

5. FINISH CLEARING AND GRUBBING

6. REMOVE AND STORE TOPSOIL

7. PROVIDE INITIAL GRADING AS REQUIRED

8. STABILIZE ALL DISTURBED AREAS AS SOON AS POSSIBLE

9. INSTALL UTILITIES, STORM SEWER, CURB AND GUTTER

10. INSTALL BASE TO ROAD AND PARKING AREA

11. FINISH GRADING ENTIRE SITE

12. CONSTRUCT FINAL PAVING

13. REMOVE ACCUMULATED SEDIMENT

14. REMOVE ANY ITEMS THAT ARE NOT REQUIRED

TIMING OF CONTROL MEASURES

THE INSTALLATION OF SILT FENCE (AND OTHER EROSION CONTROL MEASURES), A STABILIZED ENTRANCE AND SEDIMENT BASIN SHALL OCCUR PRIOR TO CLEARING AND GRUBBING ACTIVITY. AFTER CONSTRUCTION IS COMPLETE, THE ACCUMULATED SEDIMENT SHALL BE REMOVED AND THE AREAS SHALL BE REGRADED AND PERMANENTLY STABILIZED AS SHOWN ON THE PLANS.

DEWATERING

DEWATERING MUST BE COMPLETED IN ACCORDANCE WITH THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE.

DUST & DEBRIS CONTROL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG HAUL ROUTES AND ROADWAYS USED THE BY EQUIPMENT AND VEHICLES. THE CONTRACTOR SHALL ENSURE THAT EXCESSIVE DUST IS NOT TRANSPORTED BEYOND THE LIMITS OF CONSTRUCTION IN POPULATED AREAS. THE CONTRACTOR MAY CONTROL DUST FOR EMBANKMENTS OR OTHER CLEARED OR UNSURFACED AREAS BY APPLYING WATER, INSTALL MULCH, SEED, SOD, OR TEMPORARY PAVING AS EARLY AS PRACTICAL. CONTROL DUST DURING STORAGE AND HANDLING OF DUSTY MATERIALS BY WETTING, COVERING, OR OTHER MEANS AS APPROVED BY THE ENGINEER. DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THE PROJECT SITE.

EROSION AND SEDIMENTATION

BEST MANAGEMENT PRACTICES SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN-OFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. HE/SHE SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAW.

THE ENGINEERING STANDARDS MANUAL (ESM), SEDIMENTATION CONTROLS/BMPs SHALL PREVENT STORMWATER RUNOFF WITH TURBIDITY GREATER THAN 29 NTUS FROM LEAVING THE CONSTRUCTION SITE.

ALL EXCESS FILL MATERIAL SHALL BE HAULED OFFSITE

INSPECTIONS BY THE CONTRACTOR SHALL BE CONDUCTED DAILY AND WITHIN 24 HOURS AFTER EACH 0.5 INCH OR GREATER RAINFALL EVENT. ANY NECESSARY REMEDIES SHALL BE PERFORMED IMMEDIATELY. CONTRACTOR SHALL SUBMIT FOR AND OBTAIN AN NOI FROM FDEP FOR THIS PROJECT. THE CONTRACTOR SHALL PREPARE AN SWPPP AND PROVIDE IT TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE PLACEMENT OF THE APPROPRIATE BMPs. THIS SWPPP AND THE CONTRACTOR'S OPERATION OF THE SWPPP SHALL BE IN ACCORDANCE WITH FDEP REGULATIONS, SJRWMD REGULATIONS, AND THE REQUIREMENTS OF THE CITY OF MOUNT DORA.

STORM WATER MANAGEMENT

STORM WATER COLLECTION SHALL BE PROVIDED BY CATCH BASINS. THE AREAS THAT ARE REGRADED BUT NOT DEVELOPED SHALL BE STABILIZED IMMEDIATELY AFTER REGRADING. THE POND SYSTEM HAS BEEN DESIGNED TO KEEP PEAK FLOW RATES FROM THE MEAN ANNUAL AND TWENTY FIVE YEAR/24 HOUR STORMS AT THEIR PRE-DEVELOPMENT RATES.

NO EXCAVATING MATERIAL SHALL BE STOCKPILED IN A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER FACILITY

STABILIZATION PRACTICES:

TEMPORARY STABILIZATION - TOPSOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE, SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED REQUIRED CAN BE FOUND IN TABLE 1.65 A OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, WHERE SOILS ARE ACIDIC 2 TONS OF PULVERIZED AGRICULTURAL LIMESTONE SHOULD BE ADDED PER ACRE AND 450 POUNDS OF 10-20-20 FERTILIZER SHALL BE APPLIED TO EACH ACRE. AFTER SEEDING, EACH AREA SHALL BE IMMEDIATELY MULCHED WITH STRAW OR EQUIVALENT EQUAL. AREAS OF THE SITE WHICH ARE TO BE PAVED SHALL BE TEMPORARILY STABILIZED BY APPLYING GEOTEXTILE AND STONE SUB-BASE UNTIL BITUMINOUS PAVEMENT CAN BE APPLIED.

PERMANENT STABILIZATION - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. THE APPROPRIATE PERMANENT SEED MIX CAN BE FOUND IN TABLES 1.66A, 1.66B AND 1.66C OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, 2 TONS/ACRE OF FINELY GROUND AGRICULTURAL LIMESTONE AND THE PROPER FERTILIZER BASED ON THE TYPE OF SEEDING SHALL BE APPLIED TO EACH ACRE TO PROVIDE PLANT NUTRIENTS. AFTER SEEDING, EACH AREA SHALL BE MULCHED IMMEDIATELY.

STRUCTURAL PRACTICES:

EARTH DIKE - IF REQUIRED, AN EARTH DIKE SHALL BE CONSTRUCTED ALONG THE SITE PERIMETER. A PORTION OF THE DIKE SHALL DIVERT RUN-ON AROUND THE CONSTRUCTION SITE. THE REMAINING PORTION OF THE DIKE SHALL COLLECT RUNOFF FROM THE DISTURBED AREA AND DIRECT THE RUNOFF TO THE SEDIMENT BASIN.

SEDIMENT BASIN - A SEDIMENT BASIN SHALL BE CONSTRUCTED IN THE COMMON DRAINAGE AREA FOR THE SITE. ALL SEDIMENT COLLECTED IN THE BASIN MUST BE REMOVED FROM THE BASIN UPON COMPLETION OF CONSTRUCTION. SEDIMENT FROM THE BASIN MAY BE USED AS FILL ON THE SITE IF IT IS SUITABLE SOIL.

WASTE DISPOSAL

WASTE MATERIALS - ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

HAZARDOUS WASTE - HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

SANITARY WASTE - SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

OFF-SITE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

ALL DESIGNATED ENTRANCES AND EXITS FOR THE CONSTRUCTION SITE SHALL BE STABILIZED USING FILTER FABRIC AND GRAVEL OR OTHER PRE-APPROVED METHODS TO PREVENT OFF-SITE TRACKING OF SEDIMENTS. IF ONLY ONE CONSTRUCTION ENTRANCE IS PROPOSED, ANY OTHER ENTRANCE/EXITS ARE NOT TO BE USED BY CONSTRUCTION VEHICLES.

ITEMS REQUIRING POLLUTION PREVENTION

THE FOLLOWING ITEMS ARE EXPECTED TO BE PRESENT ON THE PROJECT SITE:  

-ASPHALT  
-CONCRETE  
-FERTILIZERS  
-METAL PIECES  
-PETROLEUM BASED PRODUCTS  
-TAR

-CLEANING SUPPLIES  
-DETERGENTS  
-MASONRY BLOCK/BRICKS  
-PAINT  
-WOOD

THE FOLLOWING ARE NON-STORM WATER SOURCES THAT WILL BE ENCOUNTERED AT THE SITE AND SHOULD BE DIRECTED TO THE SEDIMENT BASIN PRIOR TO DISCHARGE:  

-UNCONTAMINATED GROUNDWATER EXPOSED DURING EXCAVATION  
-WATER FROM WATER LINE FLUSHING  
-PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).

SPILL PREVENTION AND CONTROL

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.  

GOOD HOUSEKEEPING

SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.

STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.

ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.

ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.

PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.

ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

HAZARDOUS PRODUCTS

MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.

PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.

PRODUCT SPECIFIC PRACTICES

PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.

THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.

CONCRETE TRUCKS SHALL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE AT A DESIGNATED LOCATION ON-SITE FOR PROPER DISPOSAL OF THE WASTE CONCRETE.

SPILL CONTROL PRACTICES

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:  

-SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.

-THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.

-ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.

-WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.

-TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.

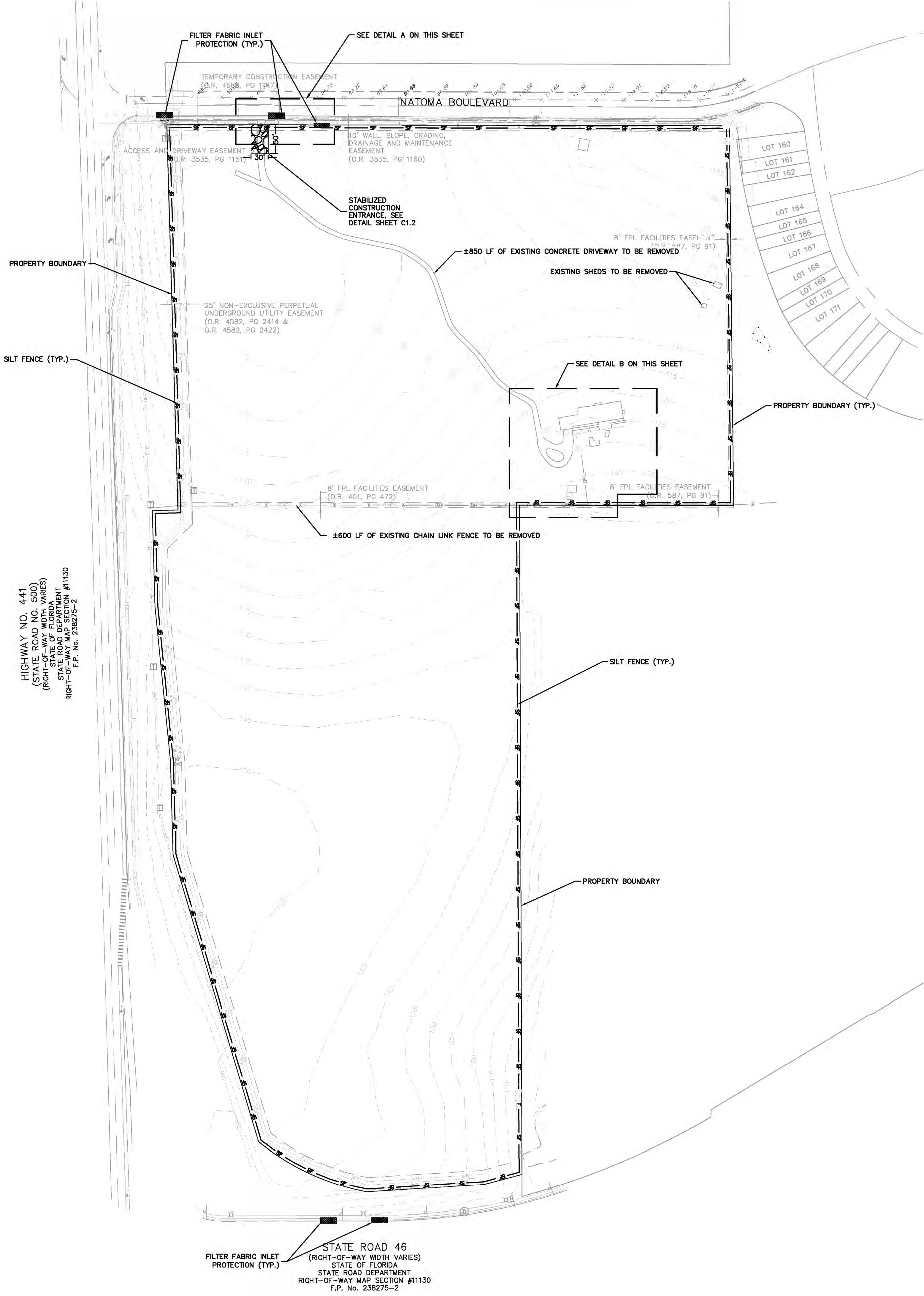
-AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL







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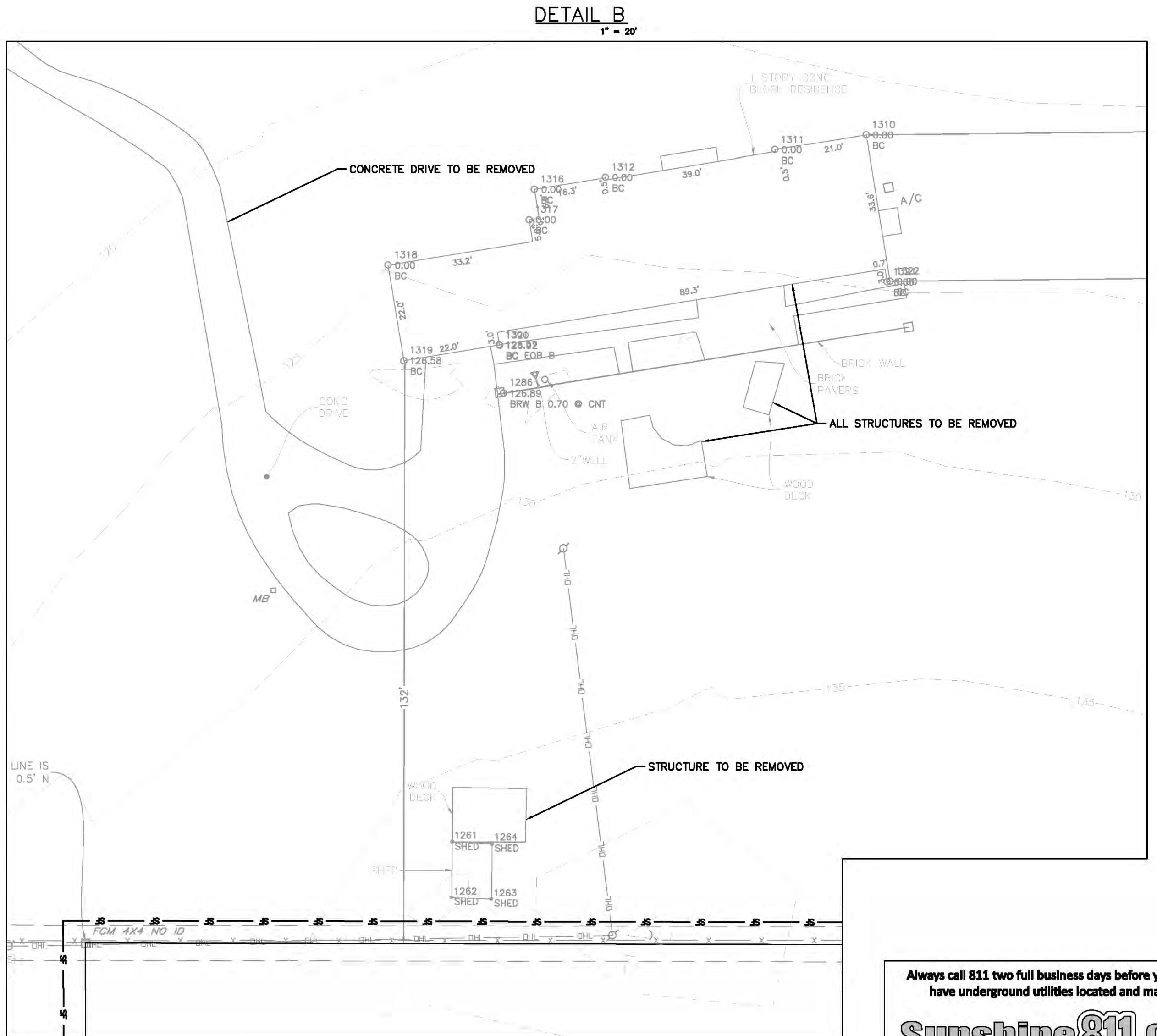
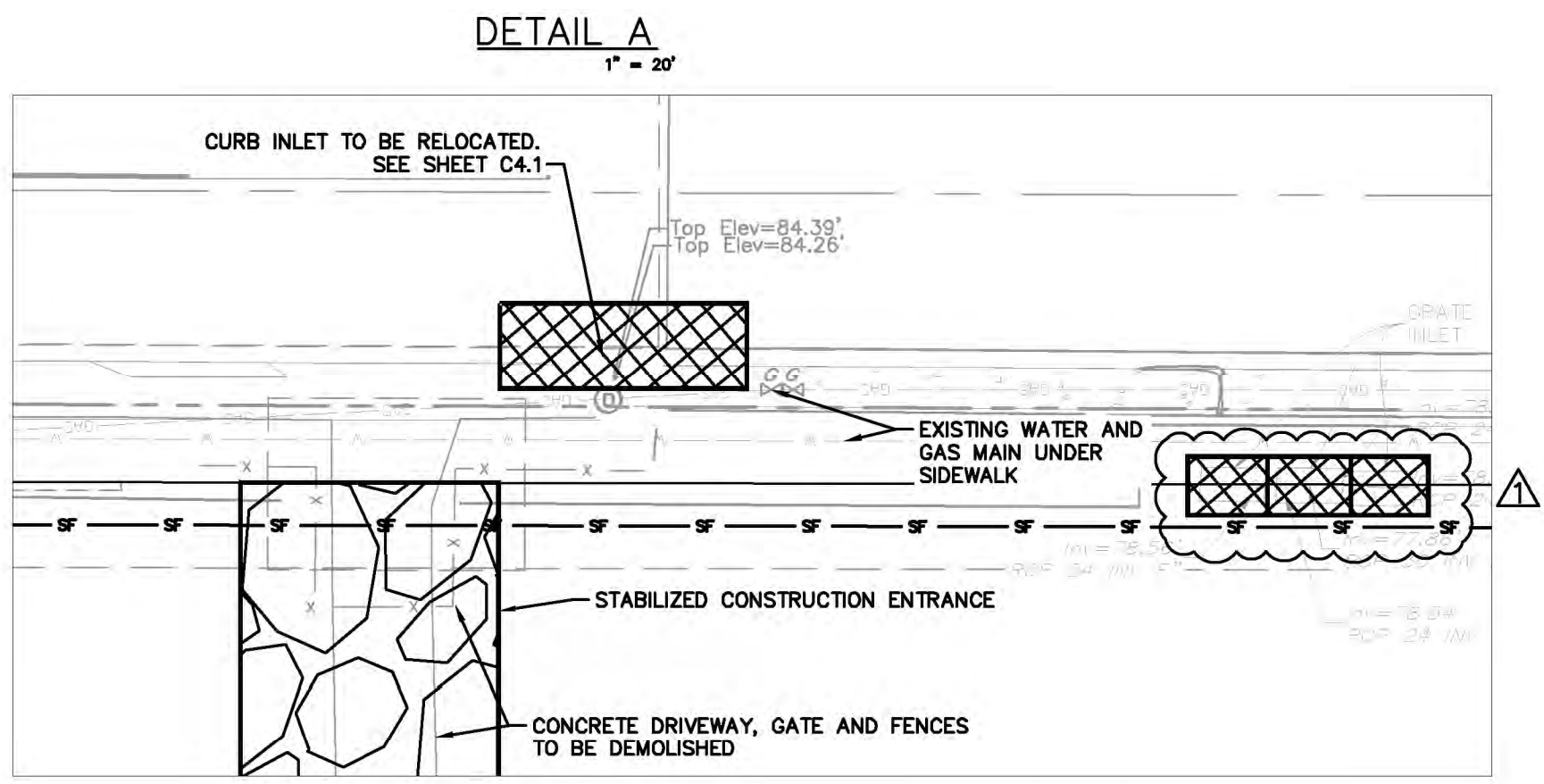
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NORTH

LEGEND

- PROPERTY LINE
- TYPE III SILT FENCE (SEE DETAIL SHEET C1.2)
- FILTER FABRIC INLET PROTECTION (SEE DETAIL SHEET C1.2)
- STABILIZED CONSTRUCTION ENTRANCE (SEE DETAIL SHEET C1.2)

- NOTES
- ALL EXISTING STRUCTURES TO BE DEMOLISHED.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG HAUL ROUTES AND ROADWAYS USED BY THE EQUIPMENT AND VEHICLES. THE CONTRACTOR SHALL ENSURE THAT EXCESSIVE DUST IS NOT TRANSPORTED BEYOND THE LIMITS OF CONSTRUCTION IN POPULATED AREAS. THE CONTRACTOR MAY CONTROL DUST FOR EMBANKMENTS OR OTHER CLEARED OR UNSURFACED AREAS BY APPLYING WATER, INSTALL MULCH, SEED, SOD, OR TEMPORARY PAVING AS EARLY AS PRACTICAL. CONTROL DUST DURING STORAGE AND HANDLING OF DUSTY MATERIALS BY WETTING, COVERING, OR OTHER MEANS AS APPROVED BY THE ENGINEER. CONTRACTOR SHALL ENFORCE REDUCED VEHICLE SPEEDS ON UNPAVED ROADS AND IF NECESSARY PROHIBIT CONSTRUCTION GRADING WHEN WIND GUSTS EXCEED 25 MPH, OR OTHERWISE DIRECTED BY E.O.R. OR CITY OF MOUNT DORA INSPECTOR.
  - THE CONTRACTOR IS TO MINIMIZE THE REMOVAL OF VEGETATION TO THE GREATEST EXTENT PRACTICAL. NO TREES SHALL BE REMOVED OR DAMAGED WITHOUT OWNER'S APPROVAL. TREES IN CLOSE PROXIMITY TO CONSTRUCTION SHALL BE PROTECTED BY ORANGE FENCING.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS AND RETENTION AND DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.
  - REFER TO LANDSCAPE PLANS FOR DETAILS REGARDING TREE REMOVAL AND TREE PRESERVATION.



Always call 811 two full business days before you dig to have underground utilities located and marked.

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|                               |  |                   |  |                   |  |                                                |  |                |  |                   |  |
|-------------------------------|--|-------------------|--|-------------------|--|------------------------------------------------|--|----------------|--|-------------------|--|
| KHA PROJECT<br>149786017      |  | DATE<br>2/10/2023 |  | SCALE<br>AS SHOWN |  | DESIGNED BY<br>ST                              |  | DRAWN BY<br>ST |  | CHECKED BY<br>BAS |  |
| JUNIPER MULTIFAMILY TOWNHOMES |  |                   |  |                   |  | EXISTING SITE PLAN                             |  |                |  |                   |  |
| SHEET NUMBER<br>C2.0          |  |                   |  |                   |  | PER CITY OF MOUNT DORA COMMENTS<br>1/10/23 CEF |  |                |  |                   |  |
| No.                           |  |                   |  |                   |  | REVISIONS                                      |  |                |  |                   |  |
| BY                            |  |                   |  |                   |  | DATE                                           |  |                |  |                   |  |

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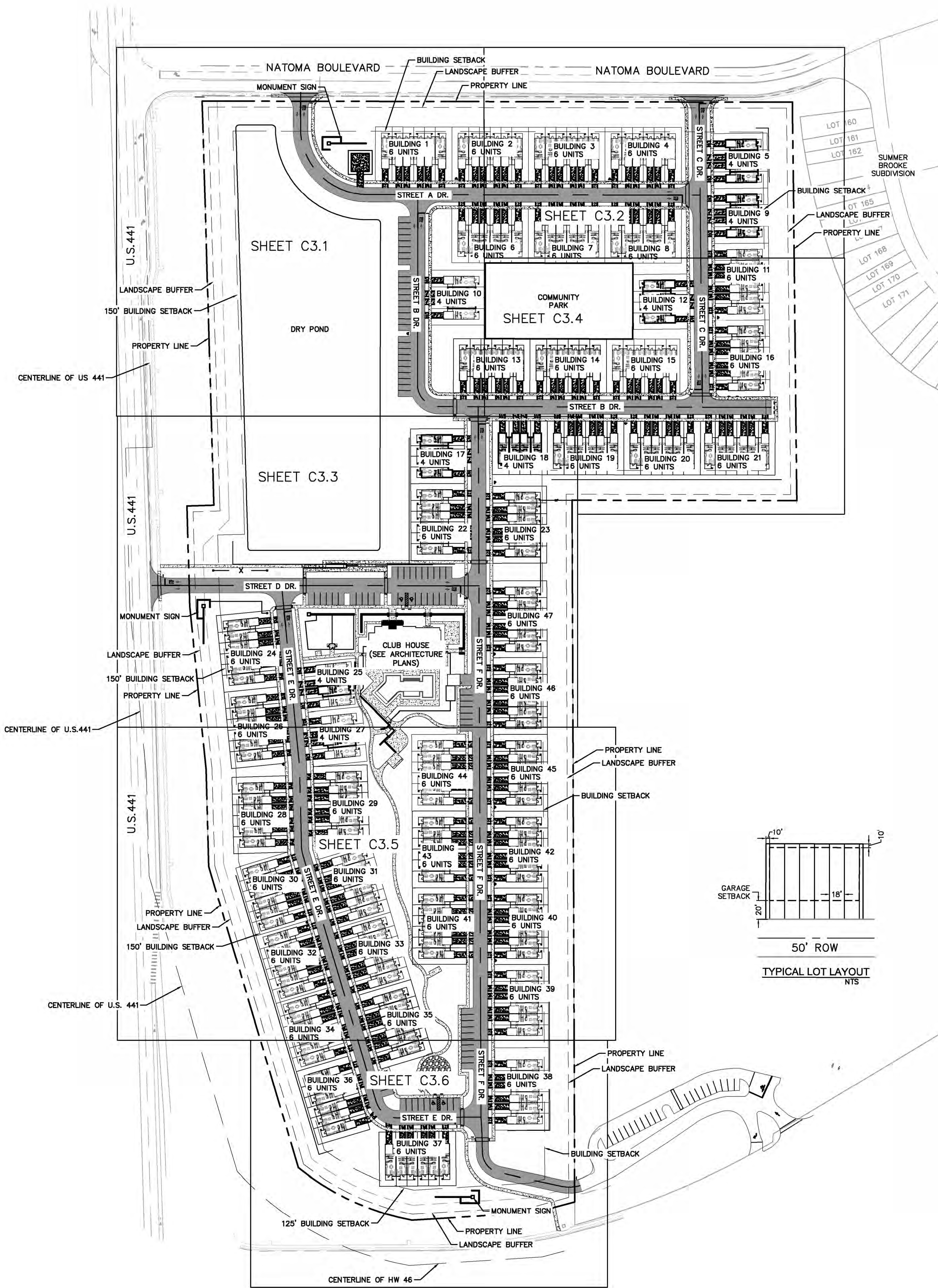
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LICENSED PROFESSIONAL ENGINEER  
BROOKS A. STICKLER  
P.E. LICENSE NUMBER 149786017  
EXPIRATION DATE 12/31/2023



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April 18, 2023 Regular Session Agenda Packet



SITE DATA TABLE

|                      |                                                                             |
|----------------------|-----------------------------------------------------------------------------|
| TOTAL PROPERTY AREA: | 30.70 AC.                                                                   |
| PARCEL ID:           | 28-19-27-0003-000-02500<br>33-19-27-2200-000-00800                          |
| CURRENT ZONING:      | R-3 MULTI-FAMILY RESIDENTIAL                                                |
| FUTURE LAND USE:     | RH/HD                                                                       |
| PROPOSED USE:        | MULTI-FAMILY RESIDENTIAL<br>266 DWELLING UNITS<br>COMPRISED OF 47 BUILDINGS |
| DENSITY:             | ALLOWED: 18 DU/AC<br>(266 DWELLING UNITS / 30.7 AC)<br>PROPOSED: 8 DU/AC    |

| BUILDING SETBACK                         | REQUIRED | PROPOSED |
|------------------------------------------|----------|----------|
| FRONT (NORTH - NATOMA BLVD):             | 30 FT.   | 59.4 FT. |
| SIDE (EAST - MULTIFAMILY RESIDENTIAL):   | 30 FT.   | 52.7 FT. |
| SIDE (EAST - SINGLE FAMILY RESIDENTIAL): | 75 FT.   | 52.7 FT. |
| SIDE (WEST - US 441):                    | 150 FT.* | 150 FT.  |
| REAR (SOUTH - HWY 46):                   | 125 FT.* | 125 FT.  |

\* FROM CENTERLINE

| LANDSCAPE SETBACK            | REQUIRED | PROPOSED |
|------------------------------|----------|----------|
| FRONT (NORTH - NATOMA BLVD): | 10 FT.   | 10 FT.   |
| SIDE (EAST - RESIDENTIAL):   | 10 FT.   | 10 FT.   |
| SIDE (WEST - US 441):        | 10 FT.   | 10 FT.   |
| REAR (SOUTH - HWY 46):       | 10 FT.   | 10 FT.   |

PARKING - REQUIRED

|                                   |           |     |        |
|-----------------------------------|-----------|-----|--------|
| 2 SPACES FOR EACH DWELLING UNIT   | 266 UNITS | 532 | SPACES |
| (39) 6 UNIT BUILDINGS             | 234 UNITS |     |        |
| (8) 4 UNIT BUILDINGS              | 32 UNITS  |     |        |
| ONE VISITOR SPACE PER THREE UNITS | 266 UNITS | 85  | SPACES |
| ACCESSIBLY PARKING SPACES         |           | 4   | SPACES |
| TOTAL PARKING REQUIRED            |           | 621 | SPACES |

PARKING - PROPOSED

|                           |  |     |        |
|---------------------------|--|-----|--------|
| ONE-CAR GARAGE            |  | 266 | SPACES |
| ONE-CAR DRIVEWAY          |  | 266 | SPACES |
| ACCESSIBLE PARKING SPACES |  | 4   | SPACES |
| GUEST PARKING SPACES      |  | 85  | SPACES |
| TOTAL SPACES PROVIDED     |  | 621 | SPACES |

IMPERVIOUS CALCULATIONS

|                                     | EXISTING  |               | PROPOSED  |               |
|-------------------------------------|-----------|---------------|-----------|---------------|
| BUILDING AREA (IMPERVIOUS)          | 0.00 AC.  | 0 SF.         | 5.74 AC.  | 250,027 SF.   |
| PAVEMENT/SIDEWALK AREA (IMPERVIOUS) | 0.00 AC.  | 0 SF.         | 6.40 AC.  | 278,574 SF.   |
| OPEN SPACE (PERVIOUS)               | 30.70 AC. | 1,337,292 SF. | 18.56 AC. | 808,691 SF.   |
| TOTAL SITE AREA                     | 30.70 AC. | 1,337,292 SF. | 30.70 AC. | 1,337,292 SF. |

39.53%

BUILDING HEIGHT

|                                |           |
|--------------------------------|-----------|
| MAX. BUILDING HEIGHT ALLOWABLE | 35 FT.    |
| PROPOSED BUILDING HEIGHT       | 3 STORIES |
|                                | 35 FT.    |

UTILITY SERVICES

ALL ON-SITE UTILITIES WILL BE PRIVATELY OWNED AND MAINTAINED.

STORMWATER MANAGEMENT

THE STORMWATER MANAGEMENT SYSTEM IS DESIGNED AND PERMITTED THROUGH SJRWMD AND CITY OF MOUNT DORA.

FLOOD ZONE

BASED ON FEMA FLOOD MAP 12069C0390E, DATED DECEMBER 18, 2012 SHOWS THE SITE IS LOCATED WITHIN ZONE X AREAS OUTSIDE THE FLOODPLAIN.

WILDLIFE

DEVELOPMENT OF THE SUBJECT PROPERTY SHALL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED, OR SPECIES OF SPECIAL CONCERN.

FIRE PROTECTION

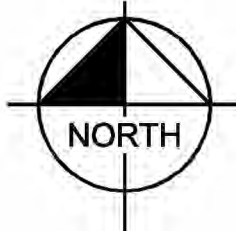
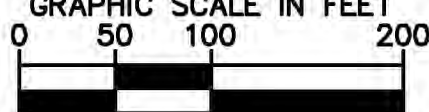
FIRE HYDRANTS SHALL BE INSTALLED SO THE DESIGN AND CALCULATIONS MEET THE REQUIREMENTS OF FFPC 7TH (NFPA 1 AND 101 2018 EDITION.)

GENERAL NOTES

- ALL LANDSCAPE AREAS ABUTTING VEHICULAR USE AREAS SHALL BE CURBED OR PROTECTE BY CURB STOPS.
- ALL BUILDING, PARKING AND ACCESS AREAS SHALL DOCUMENT COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- SOIL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- NO LANDSCAPING SHALL BE PLACED IN A MANNER THAT WOULD CREATE CONFLICTS WITH TH INTENDED OPERATION AND MAINTENANCE OF ANY EXISTING UTILITY.
- ANY MISCELLANEOUS GARBAGE, WASTE AND CONSTRUCTION DEBRIS OR DEMOLITION DEBRIS, OR WASTE MATERIAL FOUND ON SITE DURING CLEARING AND GRADING SHALL BE PROPERLY DISPOSED OF OFF-SITE ACCORDING TO THE SOLID WASTE AND HAZARDOUS WASTE REGULATIONS.
- ALL RADII ARE 3' UNLESS DIMENSIONED ON PLAN.
- THE PROPERTY IS TO BE SUBDIVIDED AND PLATTED
- THE PROJECT IS TO BE CONSTRUCTED IN ONE PHASE
- ALL MULTIFAMILY UNITS TO HAVE MIN. OF 600 SQ. FT. OF LIVING AREA
- THE COMMUNITY CLUB HOUSE WILL BE APPROX. 4,533 SF., THERE WILL BE A COMMUNITY POOL AND MAINTENANCE BUILDING.
- ALL ACCESSORY STRUCTURES E.G. SCREEN ROOMS, SHEDS, POOLS, POOL ENCLOSURES, RETAINING WALLS WILL BE INCLUDED UNDER SEPARATE PERMIT.
- SOLID WASTE TO BE PICKED UP INTERNAL VIA TRASH CANS
- ALL ROADS INTERNAL TO THE SITE WILL BE PRIVATE.
- ALL CURBING IN FRONT OF DRIVEWAYS TO BE VALLEY GUTTER.

WETLAND

NO WETLANDS WERE ENCOUNTERED ON THIS SITE



LEGEND

- (#) PARKING SPACE COUNT
- PROPERTY BOUNDARY
- - - BUILDING SETBACK
- - - LANDSCAPE BUFFER
- PROPOSED ASPHALT
- ▨ PROPOSED CONCRETE SIDEWALK
- ▩ EXISTING CONCRETE SIDEWALK
- PROPOSED RETAINING WALL

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|--------------------------|-------------------|-------------------|-------------------|----------------|-------------------|
| KHA PROJECT<br>149786017 | DATE<br>2/10/2023 | SCALE<br>AS SHOWN | DESIGNED BY<br>ST | DRAWN BY<br>ST | CHECKED BY<br>BAS |
|--------------------------|-------------------|-------------------|-------------------|----------------|-------------------|

OVERALL SITE PLAN  
PLAN

JUNIPER  
MULTIFAMILY  
TOWNHOMES

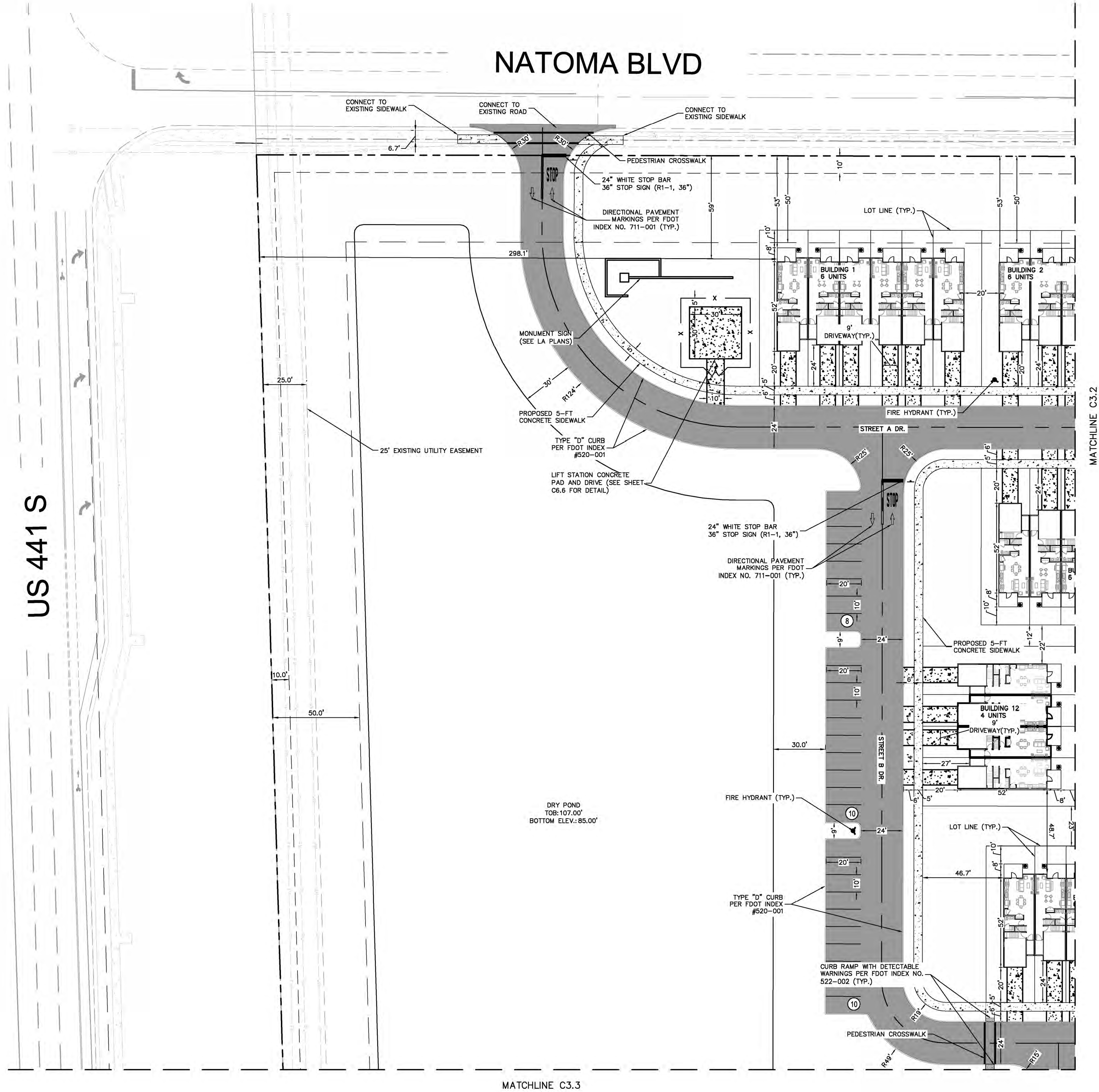
SHEET NUMBER  
**C3.0**

| REVISIONS                       | DATE | BY |
|---------------------------------|------|----|
| 1/10/23                         | CEP  |    |
| PER CITY OF MOUNT DORA COMMENTS |      |    |



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| KHA PROJECT |  | DATE      |  | SCALE    |  | DESIGNED BY |  | DRAWN BY |  | CHECKED BY |  |
|-------------|--|-----------|--|----------|--|-------------|--|----------|--|------------|--|
| 149786017   |  | 2/10/2023 |  | AS SHOWN |  | ST          |  | ST       |  | BAS        |  |

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

**DETAILLED SITE PLAN**

**JUNIPER MULTIFAMILY TOWNHOMES**

**SHEET NUMBER C3.1**

| PER CITY OF MOUNT DORA COMMENTS |  | 1/10/23 |  | CEP |  |
|---------------------------------|--|---------|--|-----|--|
| REVISIONS                       |  | DATE    |  | BY  |  |



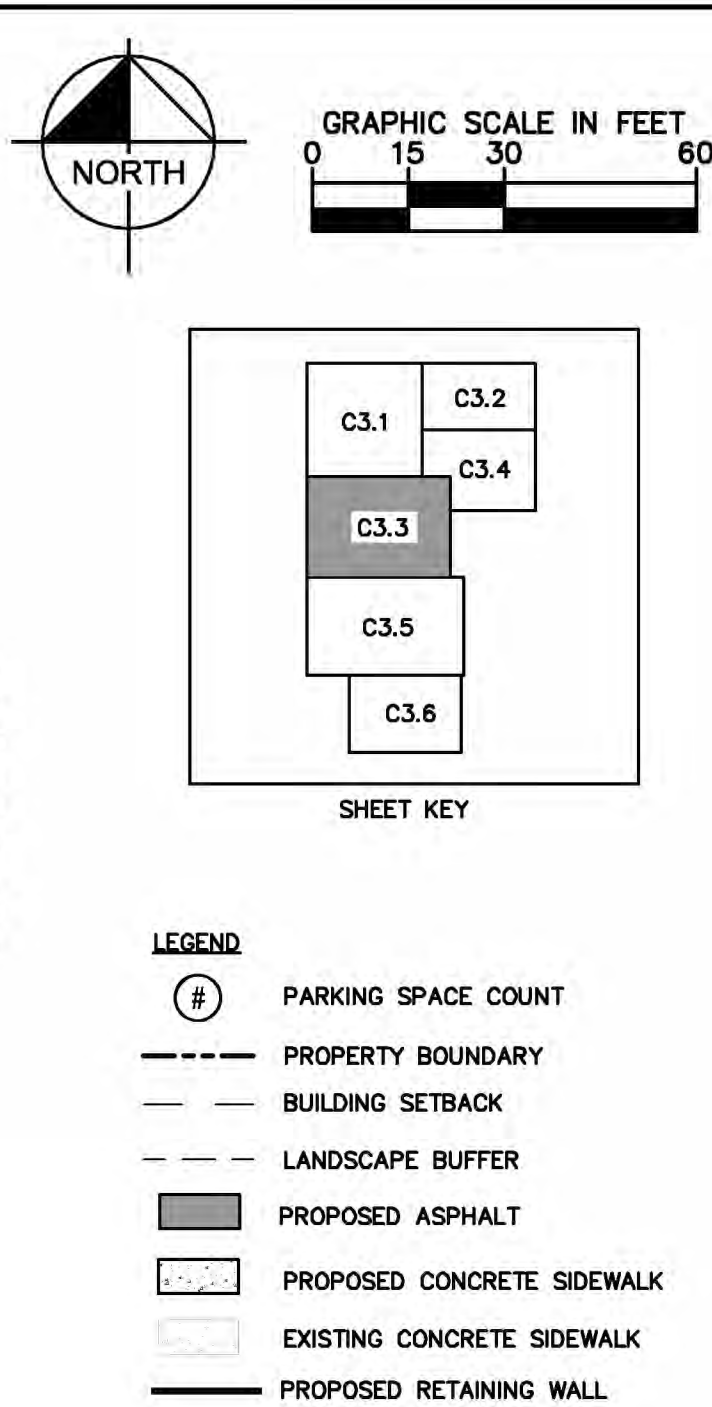
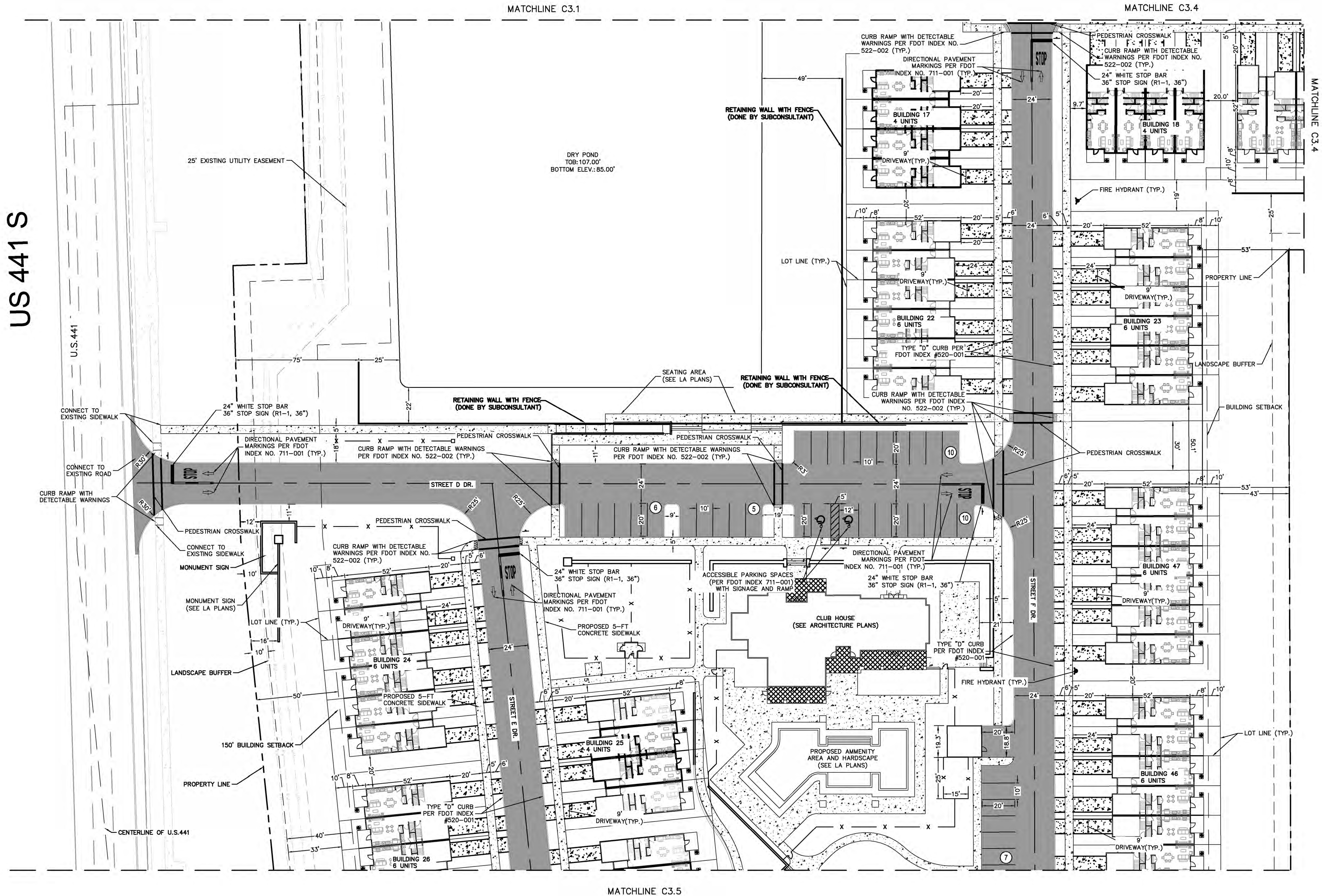




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April 18, 2023 Regular Session Agenda Packet

US 441 S



|                                     |  |                   |  |                   |  |                   |  |                |  |                   |  |                                                                                                                                                           |  |  |  |  |  |  |  |  |  |  |  |
|-------------------------------------|--|-------------------|--|-------------------|--|-------------------|--|----------------|--|-------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|
| KHA PROJECT<br>149786017            |  | DATE<br>2/10/2023 |  | SCALE<br>AS SHOWN |  | DESIGNED BY<br>ST |  | DRAWN BY<br>ST |  | CHECKED BY<br>BAS |  | SHEET NUMBER<br><b>C3.3</b>                                                                                                                               |  |  |  |  |  |  |  |  |  |  |  |
|                                     |  | DATE<br>2/10/2023 |  | SCALE<br>AS SHOWN |  | DESIGNED BY<br>ST |  | DRAWN BY<br>ST |  | CHECKED BY<br>BAS |  |                                                                                                                                                           |  |  |  |  |  |  |  |  |  |  |  |
| JUNIPER<br>MULTIFAMILY<br>TOWNHOMES |  |                   |  |                   |  |                   |  |                |  |                   |  | KIMLEY-HORN & ASSOCIATES, INC.<br>189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801<br>PHONE: 407-898-1511<br>WWW.KIMLEY-HORN.COM<br>REGISTRY NO. 35106 |  |  |  |  |  |  |  |  |  |  |  |
|                                     |  |                   |  |                   |  |                   |  |                |  |                   |  | PER CITY OF MOUNT DORA COMMENTS<br>1/10/23 CEF                                                                                                            |  |  |  |  |  |  |  |  |  |  |  |
| REVISIONS                           |  |                   |  |                   |  |                   |  |                |  |                   |  | BY<br>DATE                                                                                                                                                |  |  |  |  |  |  |  |  |  |  |  |

**Kimley»Horn**

LICENSED PROFESSIONAL ENGINEER  
BROOKS A. STICKLER  
FLORIDA LICENSE NUMBER 14978  
PROFESSIONAL SEAL  
2/10/2023

DETAILED SITE PLAN

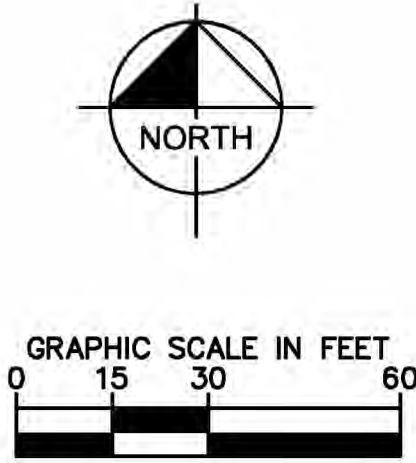
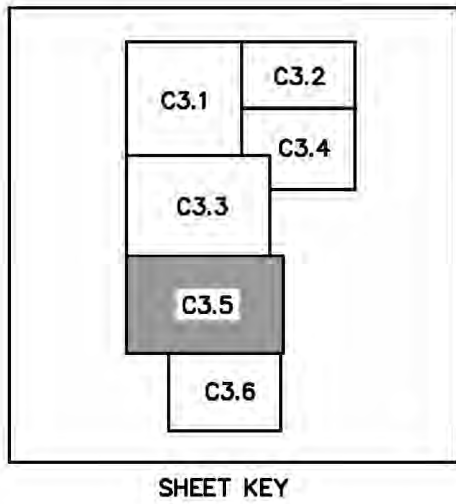
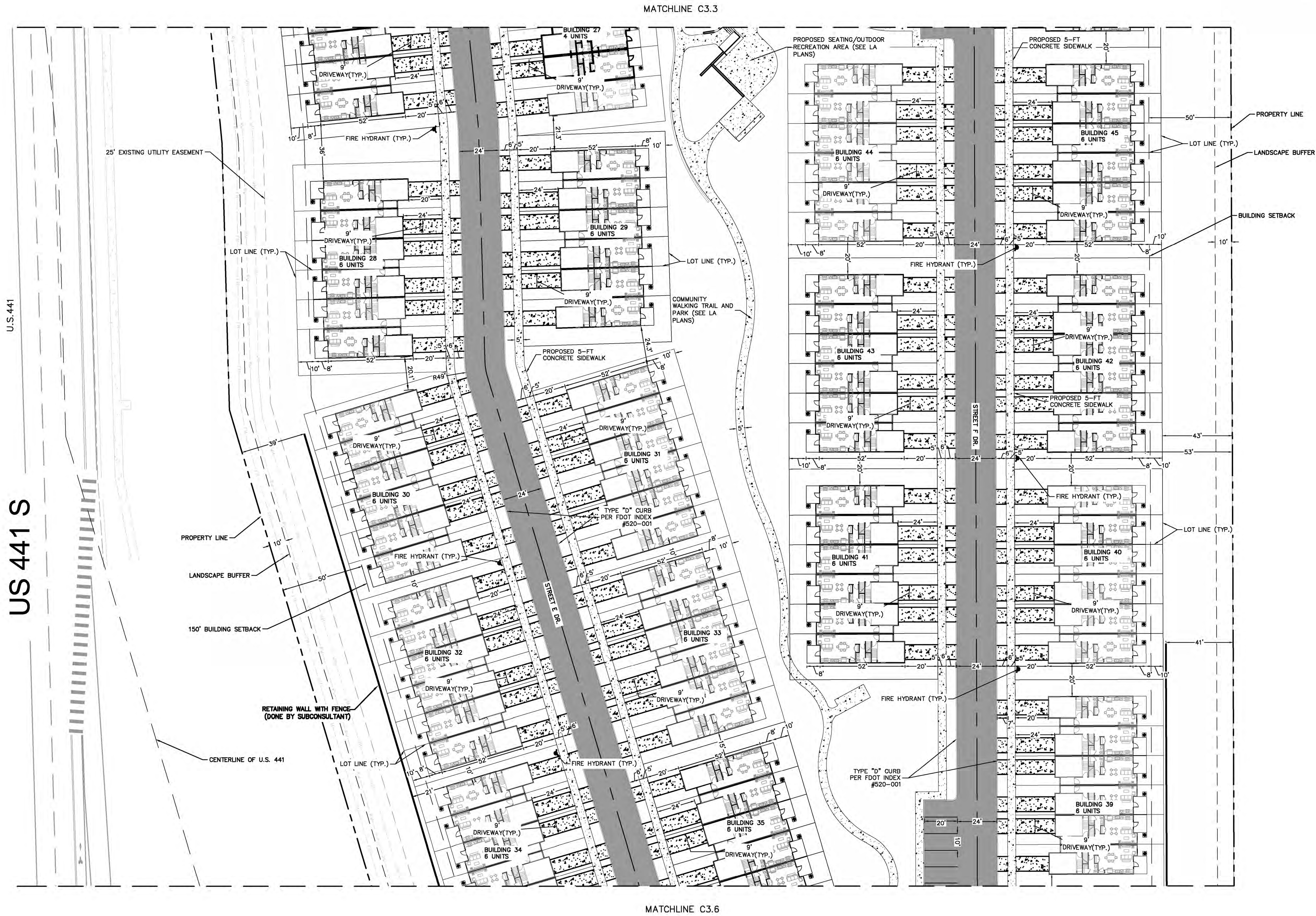






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April 18, 2023 Regular Session Agenda Packet

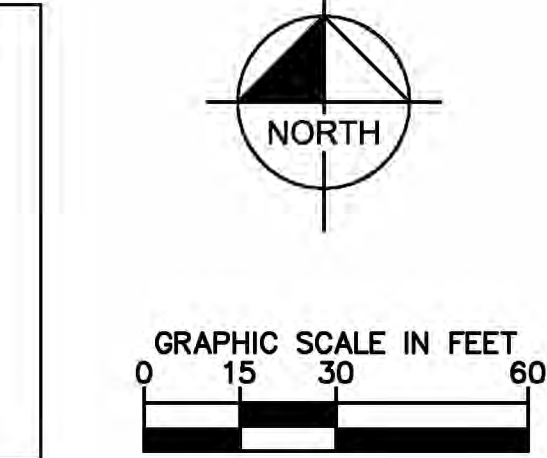
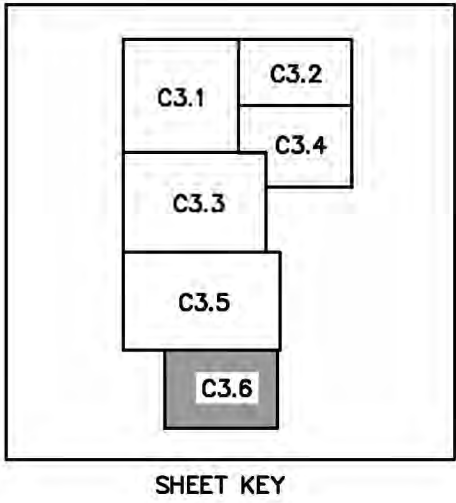
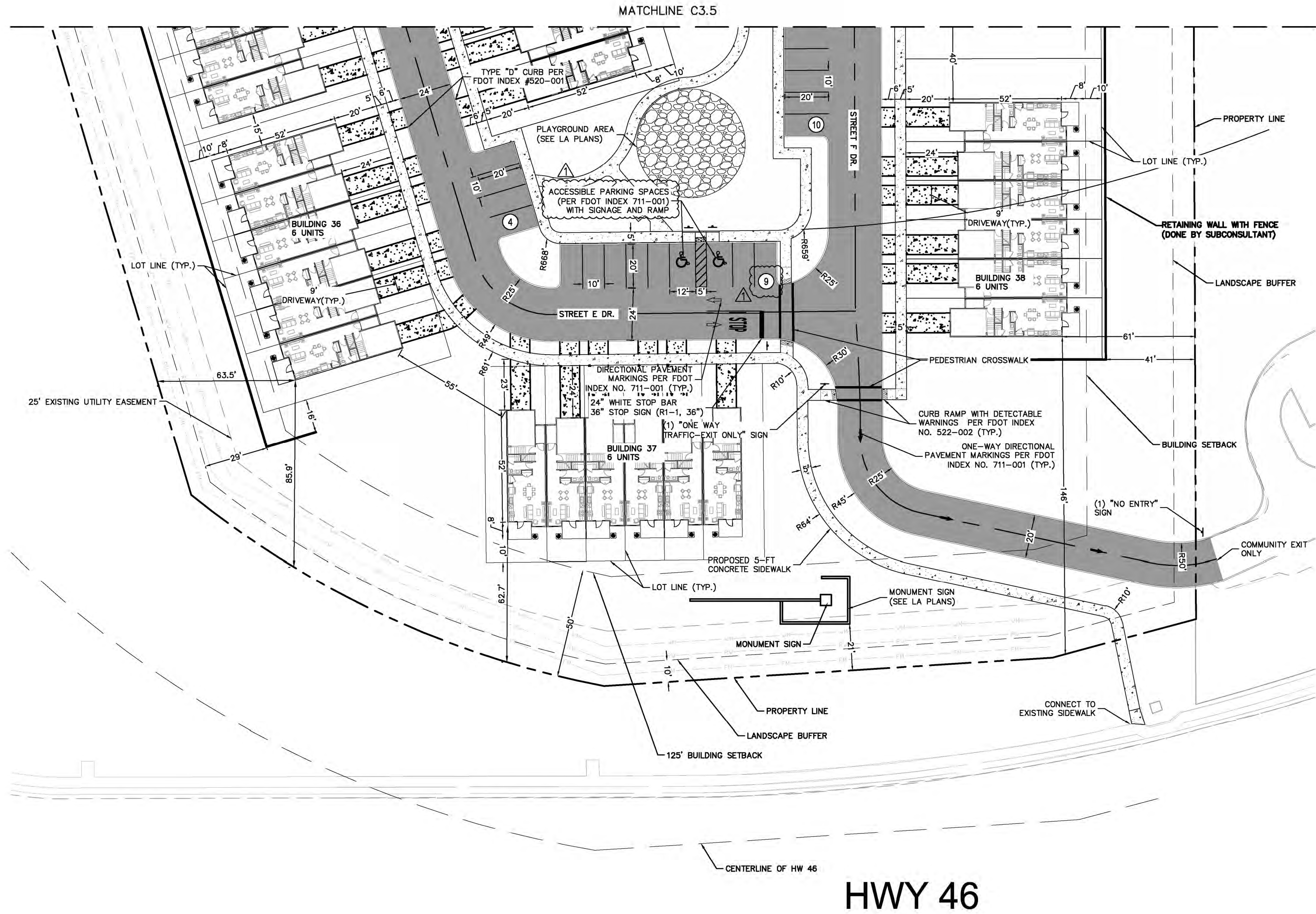


- LEGEND
- (#) PARKING SPACE COUNT
  - PROPERTY BOUNDARY
  - BUILDING SETBACK
  - LANDSCAPE BUFFER
  - PROPOSED ASPHALT
  - ▨ PROPOSED CONCRETE SIDEWALK
  - ▩ EXISTING CONCRETE SIDEWALK
  - PROPOSED RETAINING WALL

|                                     |  |                    |  |                   |  |                                                                                                                                                                 |  |                             |  |                   |  |
|-------------------------------------|--|--------------------|--|-------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------|--|-------------------|--|
| KHA PROJECT<br>149786017            |  | DATE<br>2/10/2023  |  | SCALE<br>AS SHOWN |  | DESIGNED BY<br>ST                                                                                                                                               |  | DRAWN BY<br>ST              |  | CHECKED BY<br>BAS |  |
| JUNIPER<br>MULTIFAMILY<br>TOWNHOMES |  | DETAILED SITE PLAN |  |                   |  |                                                                                                                                                                 |  | SHEET NUMBER<br><b>C3.5</b> |  |                   |  |
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| PER CITY OF MOUNT DORA COMMENTS     |  |                    |  |                   |  | 1/10/23                                                                                                                                                         |  | CEP                         |  | BY                |  |
| REVISIONS                           |  |                    |  |                   |  | No.                                                                                                                                                             |  | DATE                        |  | BY                |  |



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- LEGEND
- PARKING SPACE COUNT
  - PROPERTY BOUNDARY
  - BUILDING SETBACK
  - LANDSCAPE BUFFER
  - PROPOSED ASPHALT
  - PROPOSED CONCRETE SIDEWALK
  - EXISTING CONCRETE SIDEWALK
  - PROPOSED RETAINING WALL

|                                                                                                                                                           |  |                   |  |                  |  |                   |  |                |  |                      |  |             |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------|--|------------------|--|-------------------|--|----------------|--|----------------------|--|-------------|--|
| KHA PROJECT<br>149786017                                                                                                                                  |  | DATE<br>2/10/2023 |  | SCALE - AS SHOWN |  | DESIGNED BY<br>ST |  | DRAWN BY<br>ST |  | CHECKED BY<br>BAS    |  |             |  |
| KIMLEY-HORN & ASSOCIATES, INC.<br>189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801<br>PHONE: 407-898-1511<br>WWW.KIMLEY-HORN.COM<br>REGISTRY NO. 35106 |  |                   |  |                  |  |                   |  |                |  | REVISIONS            |  | 1/10/23 CEF |  |
| JUNIPER MULTIFAMILY TOWNHOMES                                                                                                                             |  |                   |  |                  |  |                   |  |                |  | SHEET NUMBER<br>C3.6 |  | DATE<br>BY  |  |

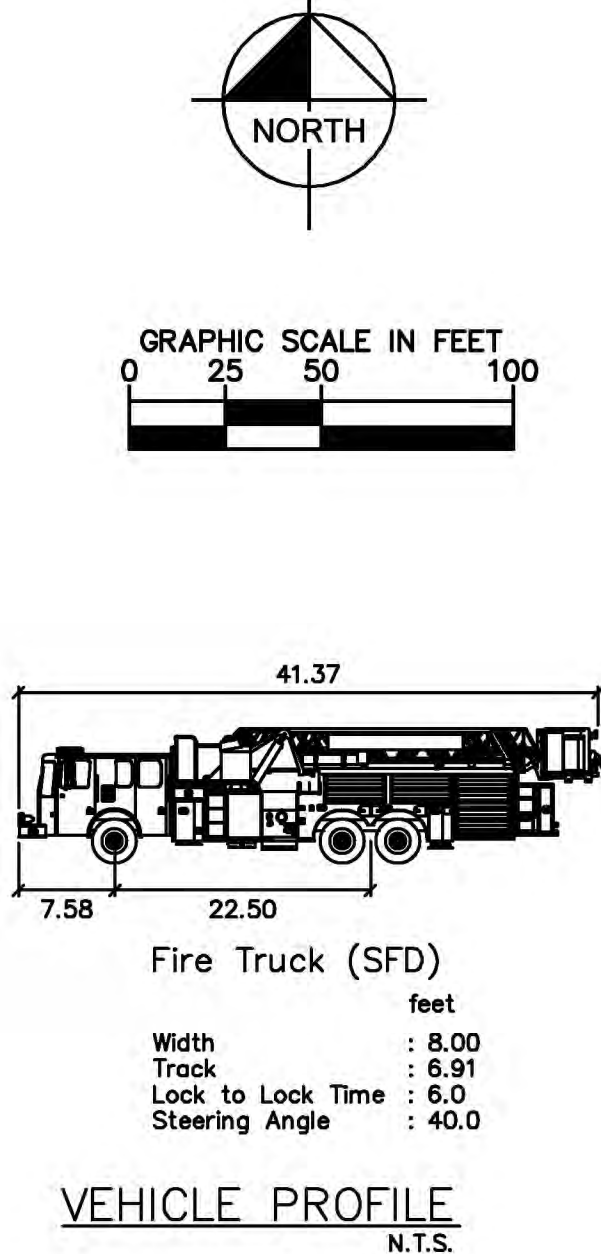
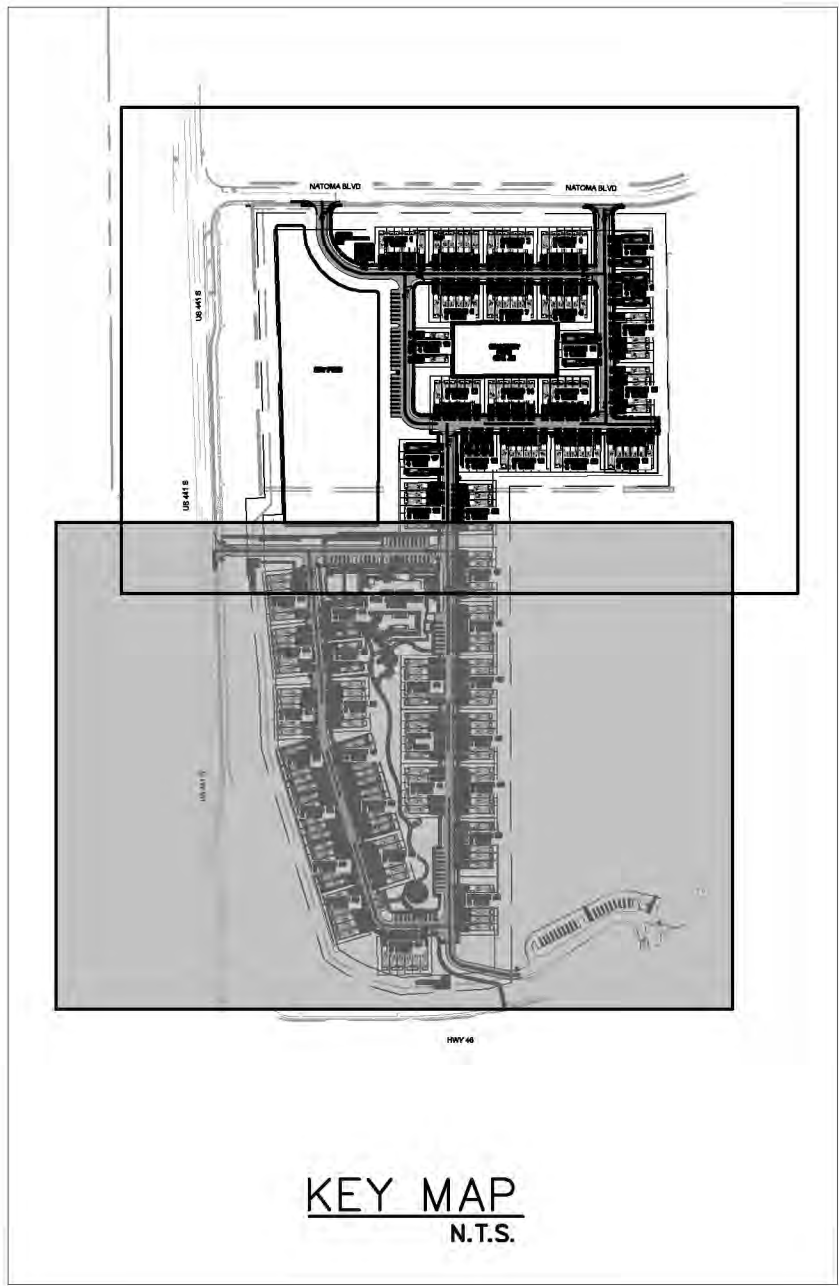
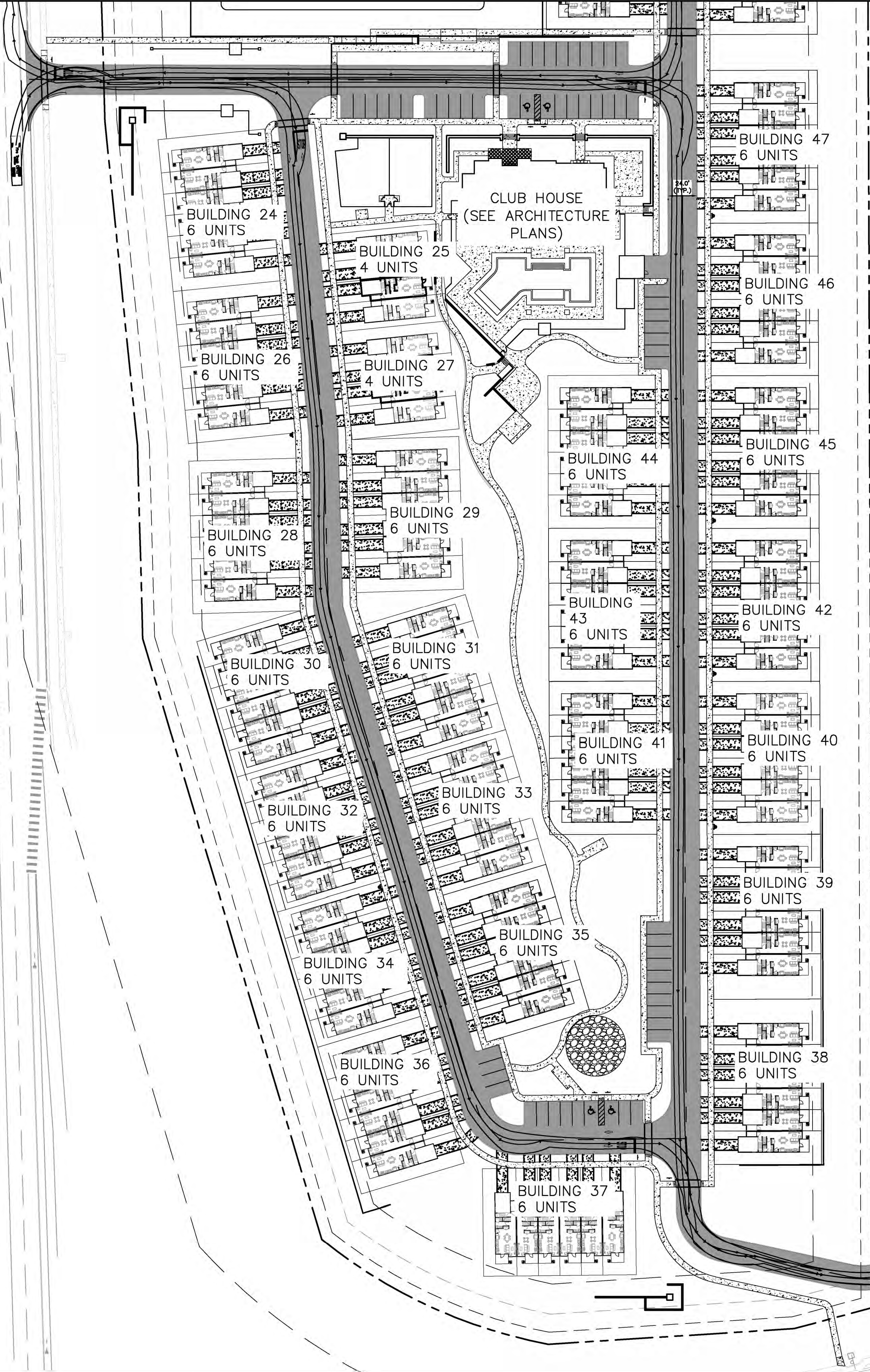


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Exhibit "A"

HIGHWAY NO. 441  
(STATE ROAD NO. 500)  
(RIGHT-OF-WAY WIDTH VARIES)  
STATE OF FLORIDA  
STATE ROAD DEPARTMENT  
RIGHT-OF-WAY MAP SECTION #11130  
F.P. No. 238275-2

US 441 S



Always call 811 two full business days before you dig to have underground utilities located and marked.



DETAILED FIRE  
TRUCK ROUTING  
PLAN

JUNIPER  
MULTIFAMILY  
TOWNHOMES

SHEET NUMBER  
C3.10

LICENSED PROFESSIONAL  
KHA PROJECT  
149786017  
DATE  
2/10/2023  
SCALE AS SHOWN  
DESIGNED BY ST  
DRAWN BY ST  
CHECKED BY BAS  
BROOKS A. STICKLER, P.E.  
FLORIDA LICENSE NUMBER  
74031  
DATE: 2/10/2023

Kimley»Horn  
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PHONE: 407-898-1511  
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

| REVISIONS | DATE    | BY  |
|-----------|---------|-----|
| 1         | 1/10/23 | CEP |
| 2         |         |     |
| 3         |         |     |
| 4         |         |     |
| 5         |         |     |
| 6         |         |     |
| 7         |         |     |
| 8         |         |     |
| 9         |         |     |
| 10        |         |     |

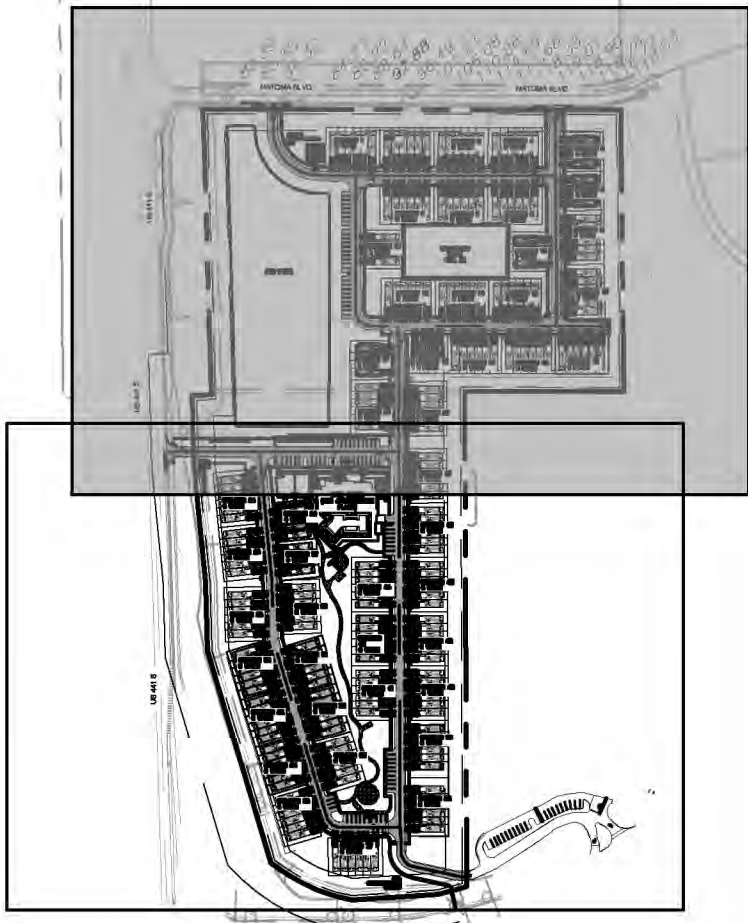
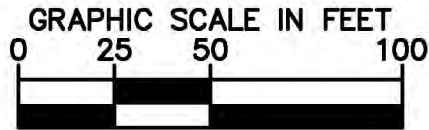
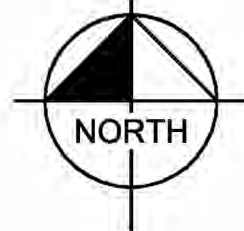
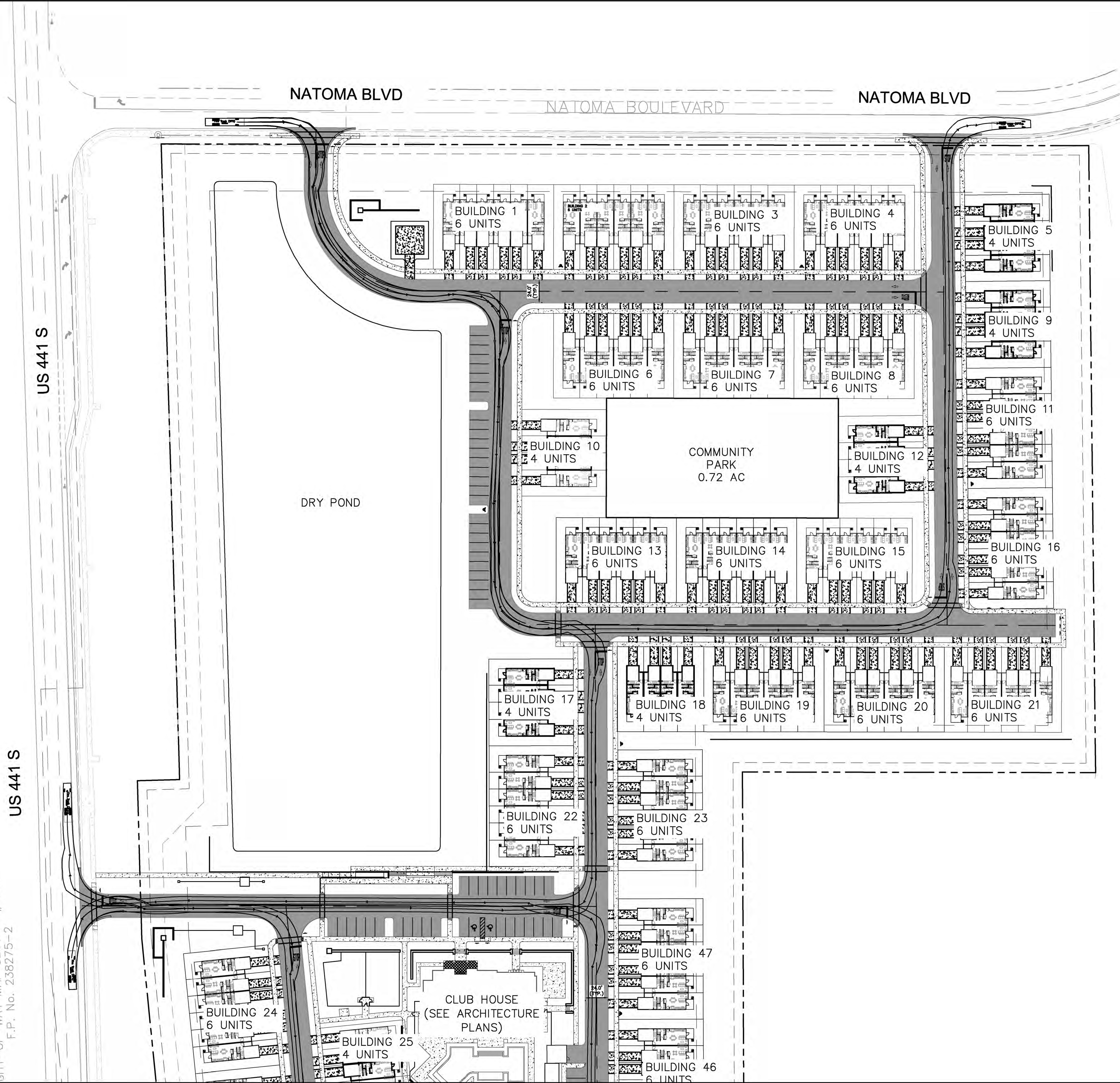


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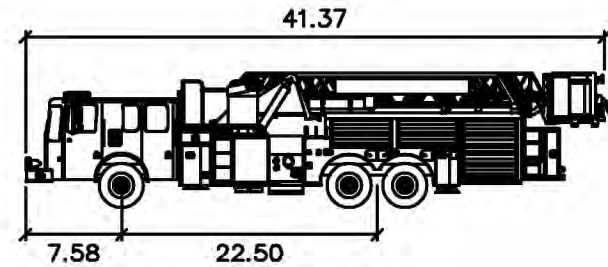
HIGHWAY NO. 441  
(STATE ROAD NO. 500)  
(RIGHT-OF-WAY WIDTH VARIES)  
STATE OF FLORIDA  
STATE ROAD DEPARTMENT  
GHT-OF-WAY MAP SECTION #11130  
F.P. No. 238275-2

US 441 S

US 441 S



KEY MAP  
N.T.S.



Fire Truck (SFD)  
feet  
Width : 8.00  
Track : 6.91  
Lock to Lock Time : 6.0  
Steering Angle : 40.0

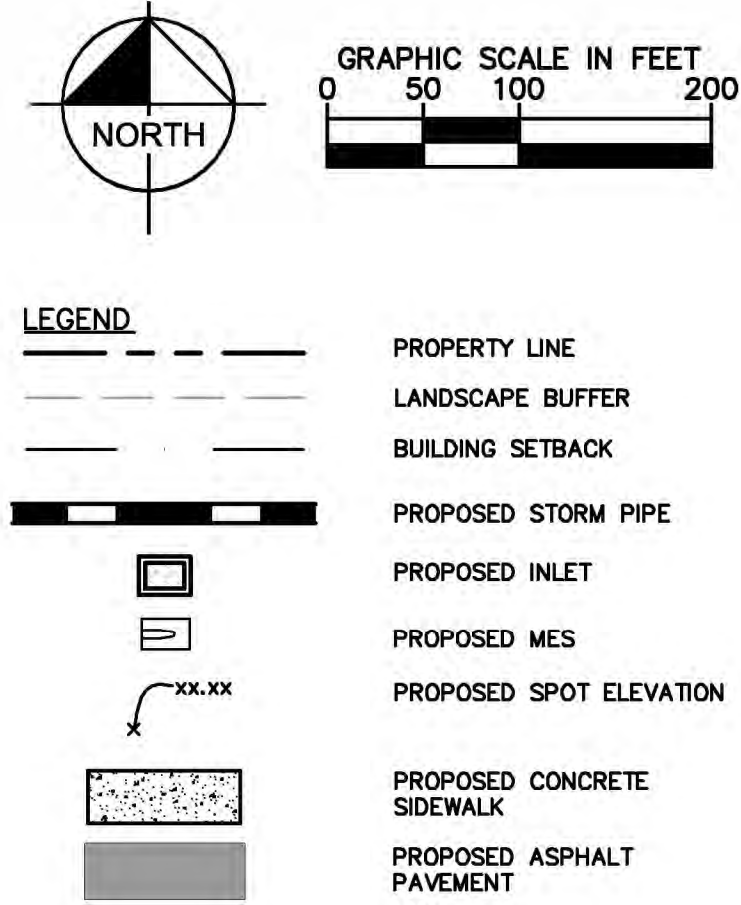
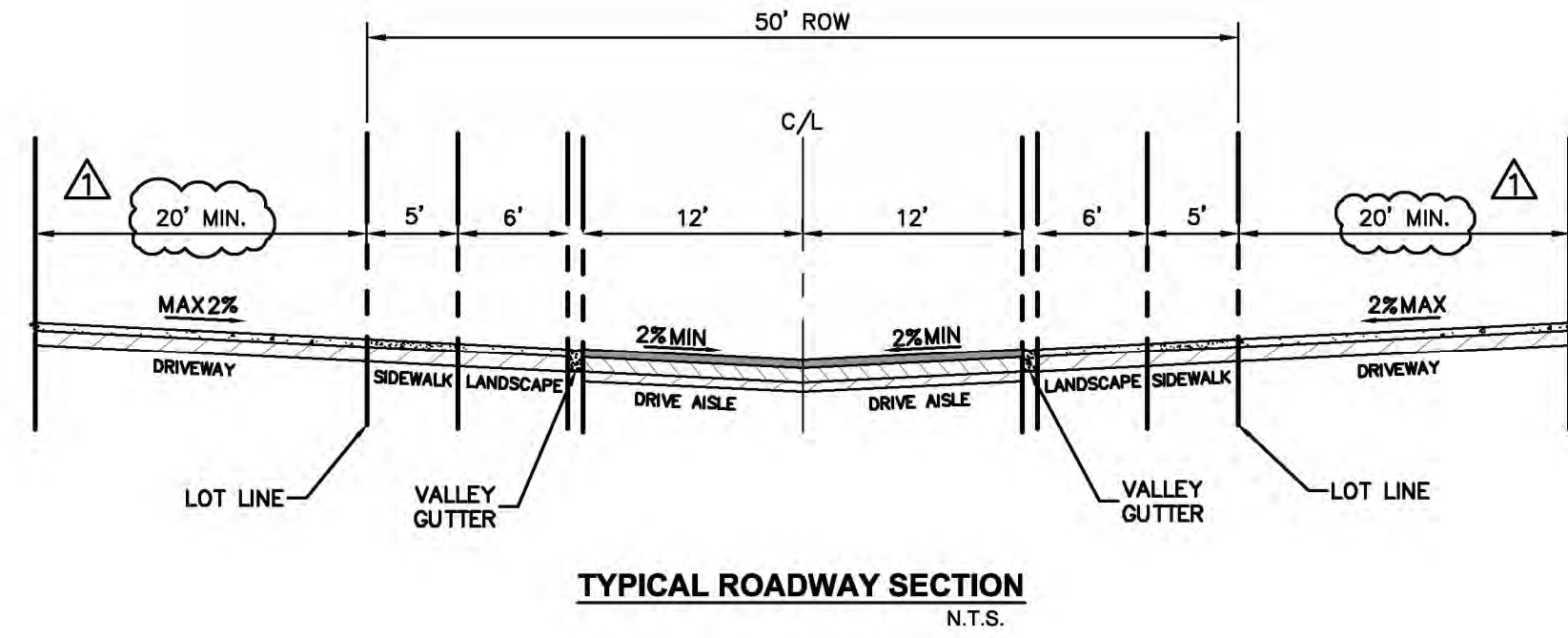
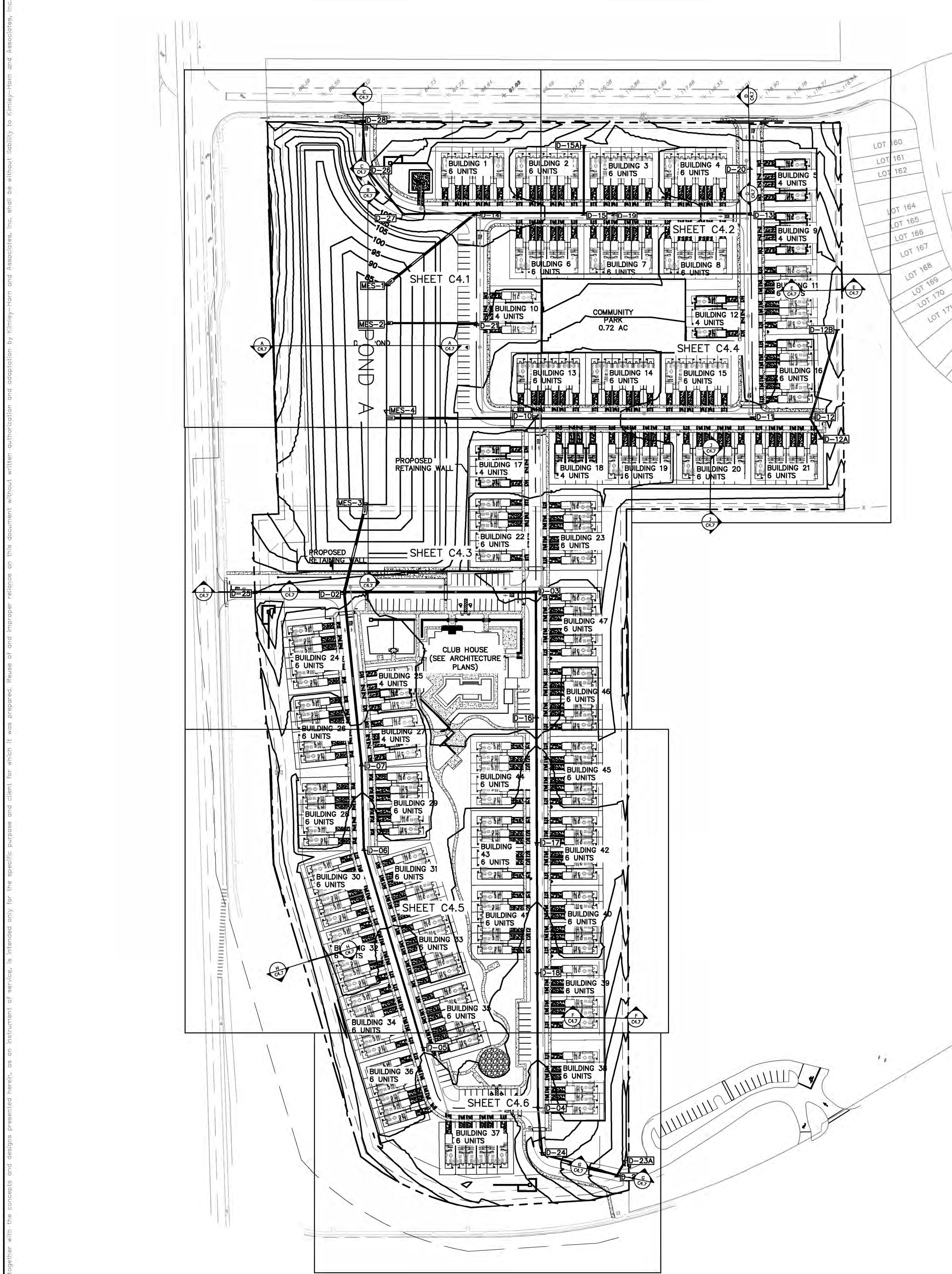
VEHICLE PROFILE  
N.T.S.

Always call 811 two full business days before you dig to have underground utilities located and marked.



|                                     |                   |                                                             |                                                                                                                                                                 |             |
|-------------------------------------|-------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| KHA PROJECT<br>149786017            |                   | LICENSED PROFESSIONAL                                       | Kimley»Horn                                                                                                                                                     |             |
| DATE<br>2/10/2023                   | SCALE<br>AS SHOWN | BROOKS A. STICKLER, P.E.<br>FLORIDA LICENSE NUMBER<br>74031 | © 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br>189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801<br>PHONE: 407-898-1511<br>WWW.KIMLEY-HORN.COM REGISTRY No. 35106 |             |
| DESIGNED BY<br>ST                   | DRAWN BY<br>ST    | CHECKED BY<br>BAS                                           | PER CITY OF MOUNT DORA COMMENTS                                                                                                                                 |             |
| SHEET NUMBER<br>C3.11               |                   | REVISIONS                                                   |                                                                                                                                                                 | DATE        |
| JUNIPER<br>MULTIFAMILY<br>TOWNHOMES |                   | DETAILED FIRE<br>TRUCK ROUTING<br>PLAN                      |                                                                                                                                                                 | 1/10/23 CEF |





- NOTES:**
- SEC. 30-242. — MAINTENANCE OF IMPROVEMENTS.**  
ANY INFRASTRUCTURE IMPROVEMENTS REQUIRED BY THIS ARTICLE SHALL BE PERPETUALLY MAINTAINED BY THE APPLICANT AND ALL SUCCESSORS IN INTEREST TO THE REAL PROPERTY DESCRIBED IN THE PERMIT ISSUED UNLESS DEDICATED TO THE CITY OF MOUNT DORA. PRIOR TO APPROVAL FOR ANY SUCH IMPROVEMENTS, THE APPLICANT SHALL SUPPLY TO THE CITY OF MOUNT DORA AN EXECUTED AGREEMENT IN RECORDABLE FORM, OR SOME OTHER FORM OF SECURITY, SATISFACTORY TO THE CITY OF MOUNT DORA WHICH ASSURES CONTINUOUS, PERPETUAL MAINTENANCE OF THE IMPROVEMENTS, INCLUDING CERTIFICATION OF COMPLIANCE WITH ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND CORRESPONDING STANDARDS. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL SUCH ASSURANCE HAS BEEN RECEIVED AND ACCEPTED BY THE CITY OF MOUNT DORA.
- SEC. 30-280. — DESIGN CRITERIA**  
OPERATION AND MAINTENANCE OF STORMWATER FACILITIES: OPERATION AND MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES CONSTRUCTED UNDER THIS ARTICLE SHALL BE THE OWNER'S RESPONSIBILITY, UNLESS SUCH FACILITIES ARE CONVEYED TO AND ACCEPTED BY THE CITY OF MOUNT DORA. AREAS ADJACENT TO OPEN DRAINAGE WAYS AND PONDS SHALL BE GRADED TO PRECLUDE THE ENTRANCE OF STORMWATER EXCEPT AT PLANNED LOCATIONS. WHERE RETENTION/DETENTION AREAS ARE LOCATED ON THE PROJECT PERIPHERY, THE DEVELOPER MAY BE REQUIRED TO PROVIDE ADDITIONAL LANDSCAPING OR SCREENING TO ADEQUATELY PROTECT ADJUTING PROPERTIES. THE SUBMITTAL OF A PROPOSED OPERATION AND MAINTENANCE SCHEDULE SHALL BE REQUIRED PRIOR TO FINAL APPROVAL OF THE PROJECT.
- MINIMUM MAINTENANCE STANDARDS**  
THE FOLLOWING ITEMS SHOULD BE COMPLETED ON A MONTHLY BASIS:
1. MOWING ALL OF RETENTION POND TRACT AREAS INCLUDING SLOPES EACH MONTH
  2. EDGING OF SIDEWALKS EACH MONTH (IF APPLICABLE)
  3. AQUATIC WATER TREATMENT OF RETENTION PONDS EACH MONTH
  4. INLET AND OUTLET PIPE INSPECTIONS EACH MONTH AND REPAIRS AS NEEDED
  5. UNDERDRAIN INSPECTIONS EACH MONTH AND REPAIRS AS NEEDED
  6. CONTROL STRUCTURE INSPECTIONS EACH MONTH AND REPAIRS AS NEEDED
  7. SIDE SLOPE INSPECTIONS FOR EROSION EACH MONTH AND REPAIRS AS NEEDED
- THE FOLLOWING ITEMS SHOULD BE COMPLETED ON AN AS NEEDED BASIS:
1. MECHANICAL POND CLEANING TO REMOVE SEDIMENT OR EXCESS VEGETATION
  2. INLET AND OUTLET PIPE CLEANING WITH VAC TRUCK
  3. FENCE REPAIRS (IF APPLICABLE)
  4. TREE TRIMMING (IF APPLICABLE)
  5. SKIMMER REPAIRS AS NEEDED
  6. SOD REPAIR AS NEEDED SO EROSION IS MINIMIZED

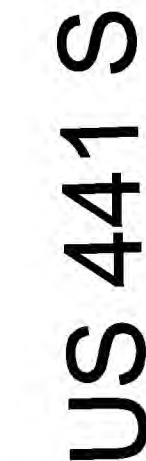
Always call 811 two full business days before you dig to have underground utilities located and marked.



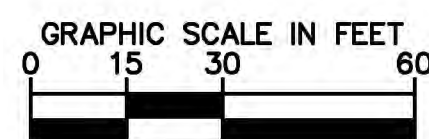
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|-----------------------------------------------|--|------------------------------------------------|-------------------|-------------------|----------------|-------------------|
| KHA PROJECT<br>149786017                      |  | DATE<br>2/10/2023                              | SCALE<br>AS SHOWN | DESIGNED BY<br>ST | DRAWN BY<br>ST | CHECKED BY<br>BAS |
| OVERALL PAVING,<br>GRADING &<br>DRAINAGE PLAN |  | JUNIPER<br>MULTIFAMILY<br>TOWNHOMES            |                   |                   |                |                   |
| SHEET NUMBER<br>C4.0                          |  | PER CITY OF MOUNT DORA COMMENTS<br>1/10/23 CEF |                   |                   |                |                   |
| REVISIONS                                     |  | DATE BY                                        |                   |                   |                |                   |
| No.                                           |  | No.                                            |                   |                   |                |                   |

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PHONE: 407-898-1511  
WWW.KIMLEY-HORN.COM REGISTRY No. 35106





MATCHLINE C4.2



| STORM STRUCTURE TABLE |                                                                                                                                                  |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| STRUCTURE NAME:       | DETAILS:                                                                                                                                         |
| D-10                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>E. INV IN: 109.38 (30" RCP)<br>W. INV OUT: 109.58 (36" RCP)                                             |
| D-14                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 103.11<br>N. INV IN: 95.14 (24" RCP)<br>W. INV IN: 84.54 (24" RCP)<br>SW. INV OUT: 95.14 (24" RCP) |
| D-21                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 109.97<br>W. INV OUT: 96.94 (24" RCP)                                                              |
| D-26                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 90.00<br>N. INV IN: 81.35 (18" RCP)<br>SE. INV OUT: 85.75 (24" RCP)                                |
| D-27                  | MANHOLE<br>TOP: 97.58<br>NW. INV IN: 85.35 (24" RCP)<br>E. INV OUT: 85.25 (24" RCP)                                                              |
| D-28                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 84.95<br>S. INV OUT: 81.75 (18" RCP)                                                               |

| STORM STRUCTURE TABLE |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| STRUCTURE NAME:       | DETAILS:                                                                  |
| MES-1                 | MITERED END SECTION<br>PER FDOT INDEX #232<br>NE. INV IN: 88.00 (36" RCP) |
| MES-2                 | MITERED END SECTION<br>PER FDOT INDEX #232<br>E. INV IN: 85.86 (24" RCP)  |
| MES-4                 | MITERED END SECTION<br>PER FDOT INDEX #232<br>E. INV IN: 87.00 (36" RCP)  |

Sunshine811.com

# DETAILED PAVING, GRADING & DRAINAGE PLAN

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PHONE: 407-898-1511  
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

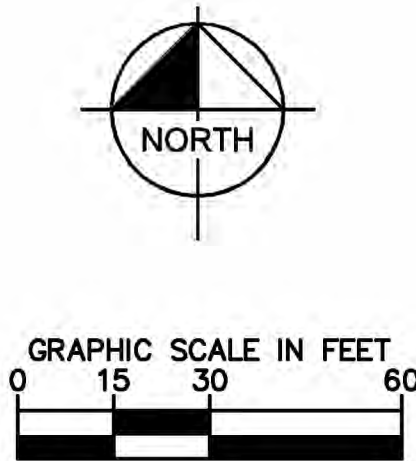
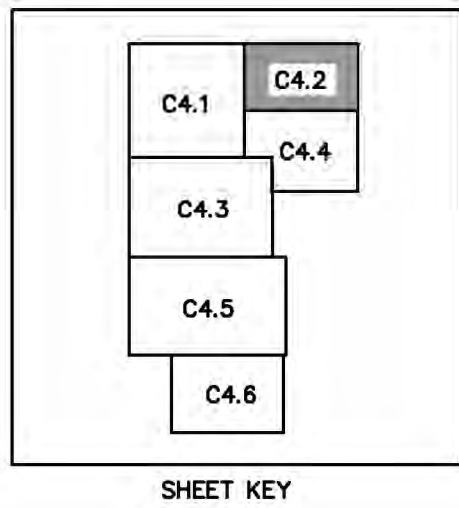
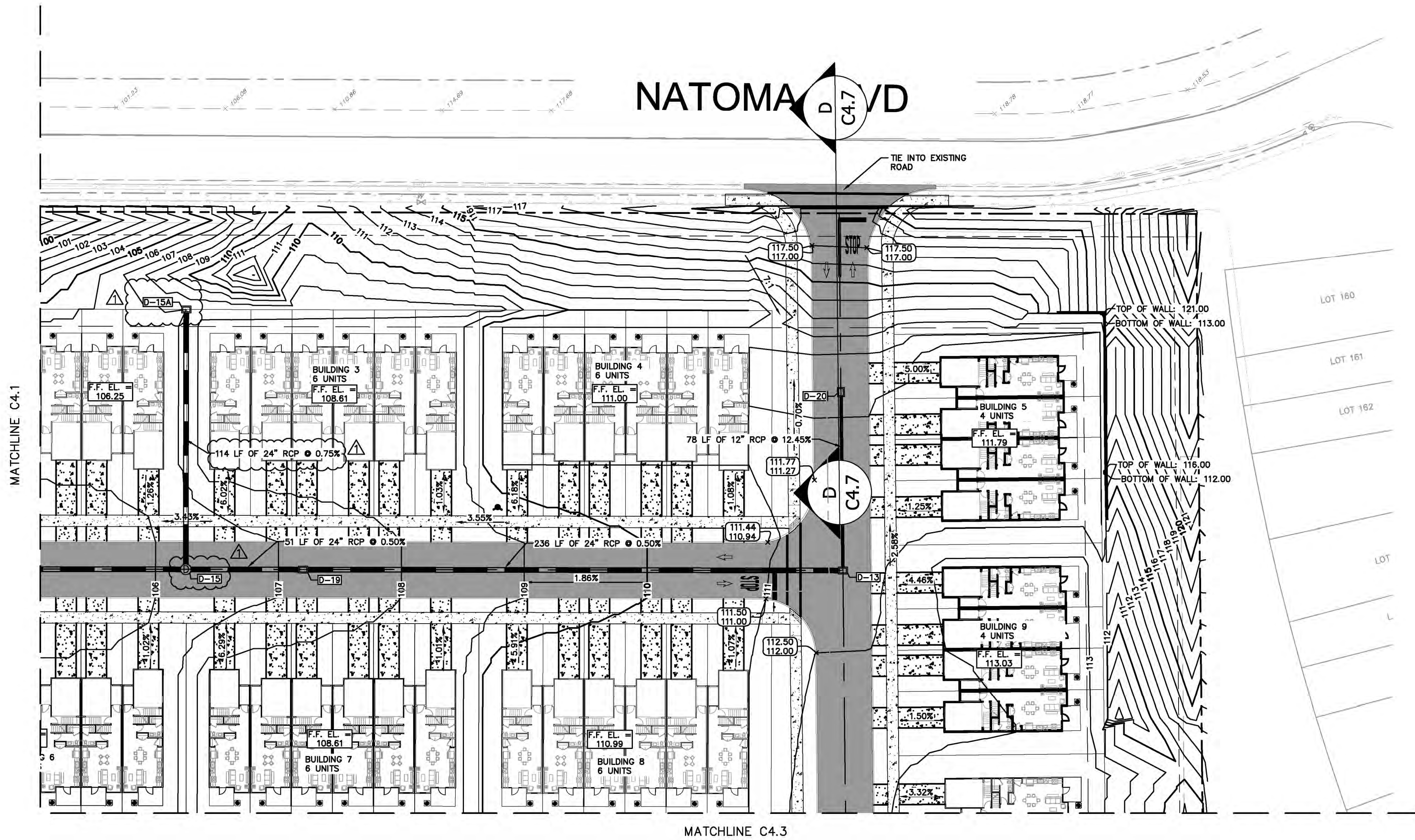
LICENSED PROFESSIONAL  
BROOKS & LLEN STICKLER  
LICENSE  
No. 740031  
BROOKS A. STICKLER, P.E.  
STATE OF FLORIDA  
FLORIDA LICENSE NUMBER  
740031  
PROFESSIONAL ENGINEER  
6/10/2002

|                          |                   |                |                 |              |                |
|--------------------------|-------------------|----------------|-----------------|--------------|----------------|
| KHA PROJECT<br>149786017 | DATE<br>2/10/2023 | SCALE AS SHOWN | DESIGNED BY STT | DRAWN BY STT | CHECKED BY BAS |
|--------------------------|-------------------|----------------|-----------------|--------------|----------------|

[illegible]



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- LEGEND**
- PROPERTY LINE
  - LANDSCAPE BUFFER
  - BUILDING SETBACK
  - PROPOSED STORM PIPE
  - PROPOSED INLET
  - PROPOSED MES
  - PROPOSED SPOT ELEVATION
  - PROPOSED CONCRETE SIDEWALK
  - PROPOSED ASPHALT PAVEMENT

| STORM STRUCTURE TABLE |                                                                                                                                                          |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| STRUCTURE NAME:       | DETAILS:                                                                                                                                                 |
| D-13                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 111.51<br>N. INV IN: 98.00 (12" RCP)<br>W. INV OUT: 97.50 (24" RCP)                                        |
| D-15                  | TYPE "P7" MANHOLE<br>PER FDOT INDEX #200, 201<br>TOP: 108.25<br>E. INV IN: 98.06 (24" RCP)<br>N. INV IN: 101.90 (24" RCP)<br>W. INV OUT: 96.06 (24" RCP) |
| D-15A                 | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 107.00<br>S. INV OUT: 102.75 (24" RCP)                                                                     |
| D-19                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 107.20<br>E. INV IN: 98.32 (24" RCP)<br>W. INV OUT: 96.32 (24" RCP)                                        |
| D-20                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 110.89<br>S. INV OUT: 107.72 (12" RCP)                                                                     |

Always call 811 two full business days before you dig to have underground utilities located and marked.



JUNIPER  
MULTIFAMILY  
TOWNHOMES

DETAILED PAVING,  
GRADING &  
DRAINAGE PLAN

SHEET NUMBER  
**C4.2**

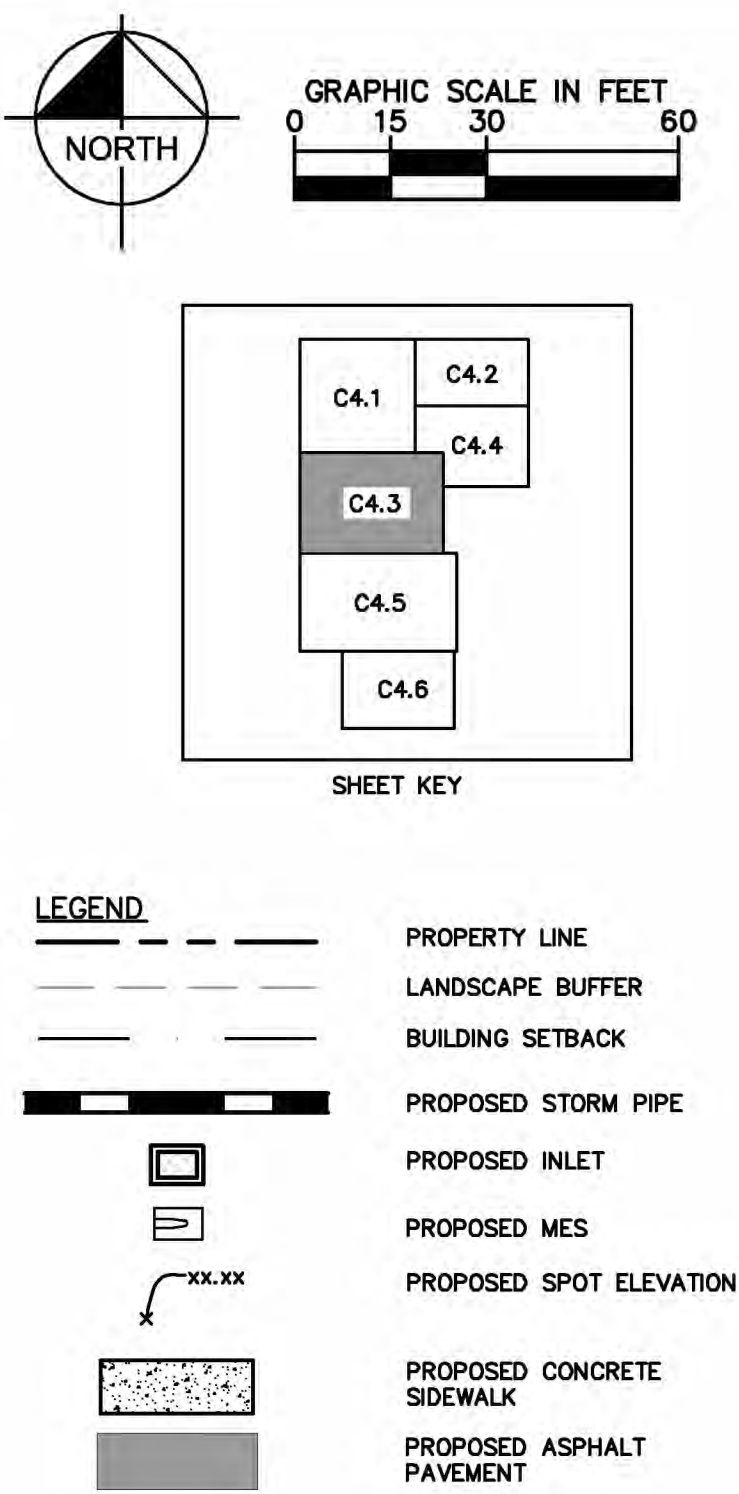
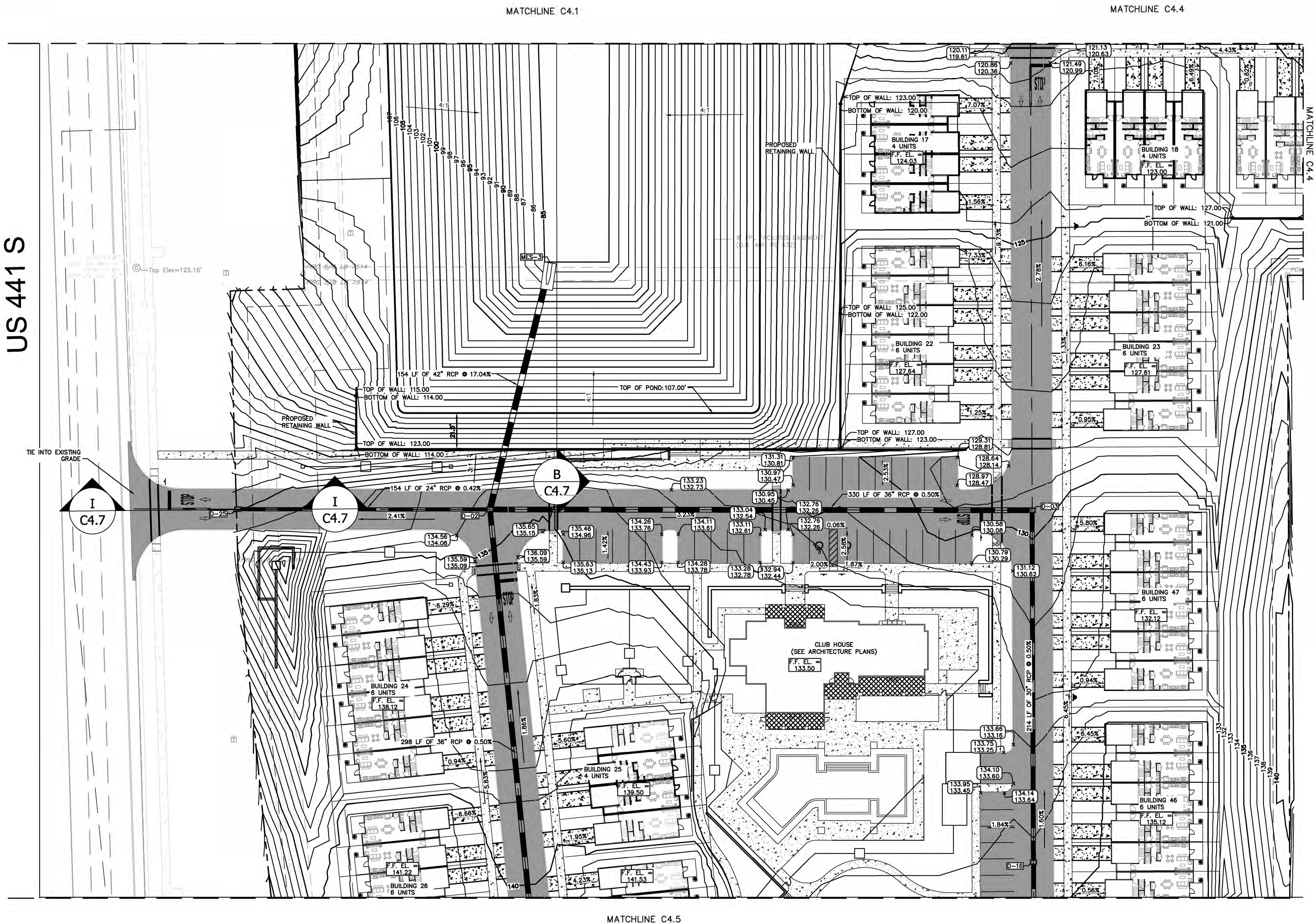
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PHONE: 407-898-1511  
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|             |           |          |             |          |            |
|-------------|-----------|----------|-------------|----------|------------|
| KHA PROJECT | DATE      | SCALE    | DESIGNED BY | DRAWN BY | CHECKED BY |
| 149786017   | 2/10/2023 | AS SHOWN | ST          | ST       | BAS        |

| REVISIONS                       | DATE | BY |
|---------------------------------|------|----|
| 1/10/23 CEF                     |      |    |
| PER CITY OF MOUNT DORA COMMENTS |      |    |





| STORM STRUCTURE TABLE |                                                                                                                                                                                   |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STRUCTURE NAME:       | DETAILS:                                                                                                                                                                          |
| D-02                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 134.32<br>S. INV IN: 122.18 (36" RCP)<br>E. INV IN: 112.42 (36" RCP)<br>W. INV IN: 125.97 (24" RCP)<br>N. INV OUT: 114.07 (42" RCP) |
| D-03                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 129.61<br>S. INV IN: 114.07 (30" RCP)<br>W. INV OUT: 114.07 (36" RCP)                                                               |
| D-16                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 134.27<br>S. INV IN: 115.14 (30" RCP)<br>N. INV OUT: 115.14 (30" RCP)                                                               |
| D-25                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 130.37<br>E. INV OUT: 126.62 (24" RCP)                                                                                              |

| STORM STRUCTURE TABLE |                                                                          |
|-----------------------|--------------------------------------------------------------------------|
| STRUCTURE NAME:       | DETAILS:                                                                 |
| MES-3                 | MITERED END SECTION<br>PER FDOT INDEX #232<br>S. INV IN: 87.75 (42" RCP) |

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**JUNIPER  
MULTIFAMILY  
TOWNHOMES**

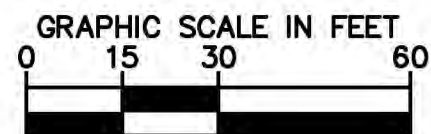
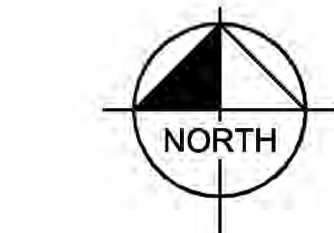
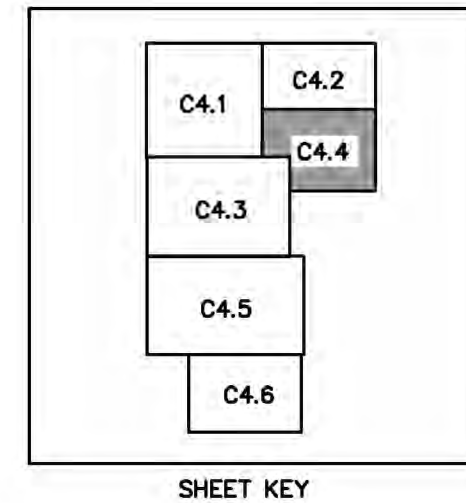
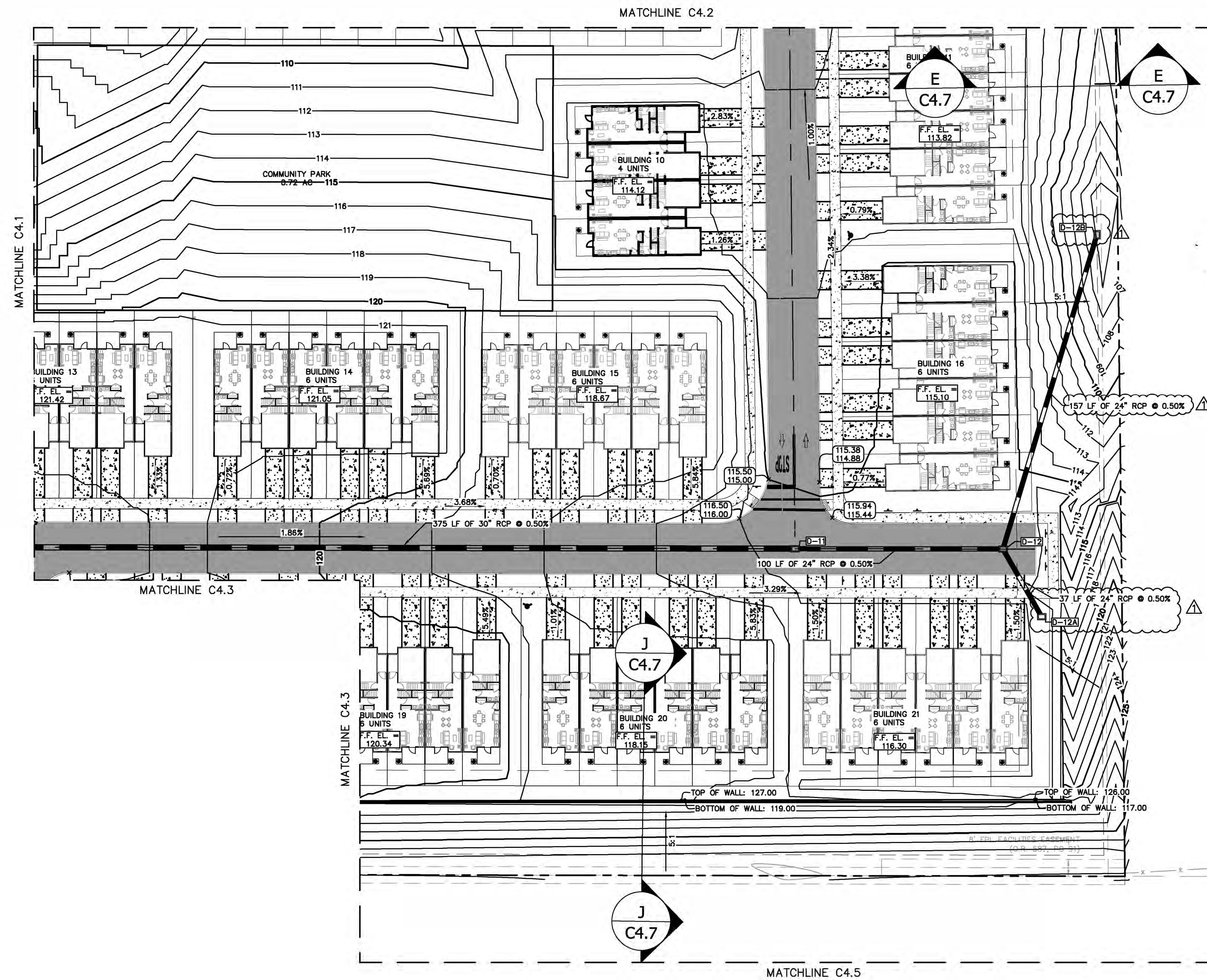
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[illegible]

SHEET NUMBER  
**C4.3**





|               |                            |
|---------------|----------------------------|
| <b>LEGEND</b> | PROPERTY LINE              |
| ---           | LANDSCAPE BUFFER           |
| ---           | BUILDING SETBACK           |
| ▬▬▬           | PROPOSED STORM PIPE        |
| □             | PROPOSED INLET             |
| ▬             | PROPOSED MES               |
| xx.xx         | PROPOSED SPOT ELEVATION    |
| ▬             | PROPOSED CONCRETE SIDEWALK |
| ▬             | PROPOSED ASPHALT PAVEMENT  |

| STORM STRUCTURE TABLE |                                                                                                                                                     |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| STRUCTURE NAME:       | DETAILS:                                                                                                                                            |
| D-11                  | TYPE "C" INLET<br>PER FOOT INDEX #232<br>TOP: 115.63<br>E. INV IN: 111.25 (24" RCP)<br>W. INV OUT: 111.25 (30" RCP)                                 |
| D-12                  | TYPE "C" INLET<br>PER FOOT INDEX #232<br>TOP: 115.78<br>SE. INV IN: 110.71 (24" RCP)<br>N. INV IN: 100.84 (24" RCP)<br>W. INV OUT: 111.75 (24" RCP) |
| D-12A                 | TYPE "C" INLET<br>PER FOOT INDEX #232<br>TOP: 115.15<br>NW. INV OUT: 110.90 (24" RCP)                                                               |
| D-12B                 | TYPE "C" INLET<br>PER FOOT INDEX #232<br>TOP: 105.88<br>S. INV OUT: 101.63 (24" RCP)                                                                |

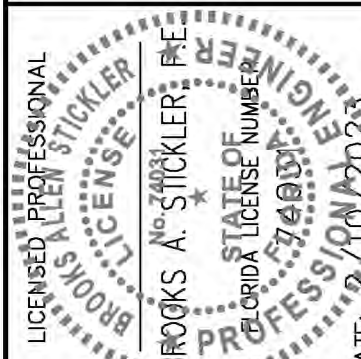
**Always call 811 two full business days before you dig to have underground utilities located and marked.**



|                                     |                                                |
|-------------------------------------|------------------------------------------------|
| JUNIPER<br>MULTIFAMILY<br>TOWNHOMES | DETAILED PAVING,<br>GRADING &<br>DRAINAGE PLAN |
|-------------------------------------|------------------------------------------------|

# DETAILED PAVING, GRADING & DRAINAGE PLAN

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|             |          |          |             |     |
|-------------|----------|----------|-------------|-----|
| KHA PROJECT | SCALE    | AS SHOWN | DESIGNED BY | ST  |
| 149786017   | DRAWN BY | ST       | CHECKED BY  | BAS |
| DATE        |          |          |             |     |
| 2/10/2023   |          |          |             |     |

| DATE | BY | REVISIONS | COMMENTS | DATE    | BY  |
|------|----|-----------|----------|---------|-----|
|      |    |           |          | 1/10/23 | CEP |
|      |    |           |          |         |     |
|      |    |           |          |         |     |
|      |    |           |          |         |     |
|      |    |           |          |         |     |



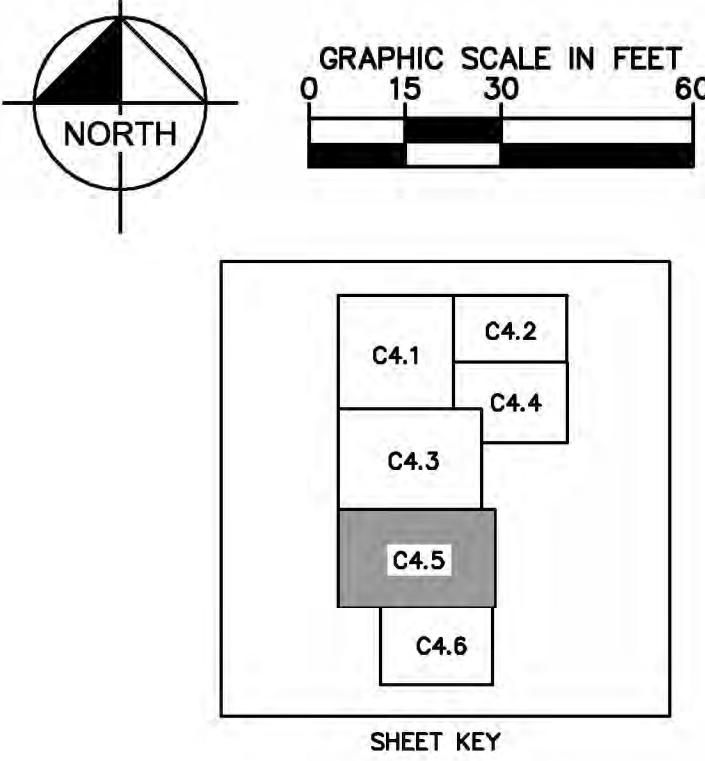
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US 441 S

Top Elev=133.61'

MATCHLINE C4.3

MATCHLINE C4.6



- LEGEND**
- PROPERTY LINE
  - LANDSCAPE BUFFER
  - BUILDING SETBACK
  - PROPOSED STORM PIPE
  - PROPOSED INLET
  - PROPOSED MES
  - PROPOSED SPOT ELEVATION
  - PROPOSED CONCRETE SIDEWALK
  - PROPOSED ASPHALT PAVEMENT

| STORM STRUCTURE TABLE |                                                                                                                     |
|-----------------------|---------------------------------------------------------------------------------------------------------------------|
| STRUCTURE NAME:       | DETAILS:                                                                                                            |
| D-06                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 138.02<br>S. INV IN: 124.41 (24" RCP)<br>N. INV OUT: 124.41 (30" RCP) |
| D-07                  | MANHOLE<br>TOP: 141.15<br>S. INV IN: 123.67 (30" RCP)<br>N. INV OUT: 123.67 (36" RCP)                               |
| D-17                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 131.81<br>S. INV IN: 116.24 (24" RCP)<br>N. INV OUT: 116.24 (30" RCP) |
| D-18                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 127.88<br>S. INV IN: 117.35 (24" RCP)<br>N. INV OUT: 117.35 (24" RCP) |

DETAILED PAVING,  
GRADING &  
DRAINAGE PLAN

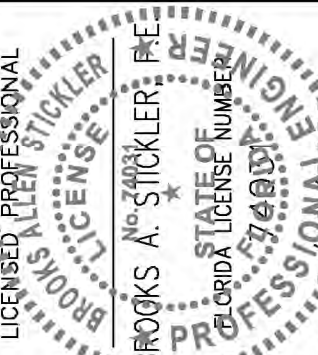
JUNIPER  
MULTIFAMILY  
TOWNHOMES

SHEET NUMBER  
C4.5

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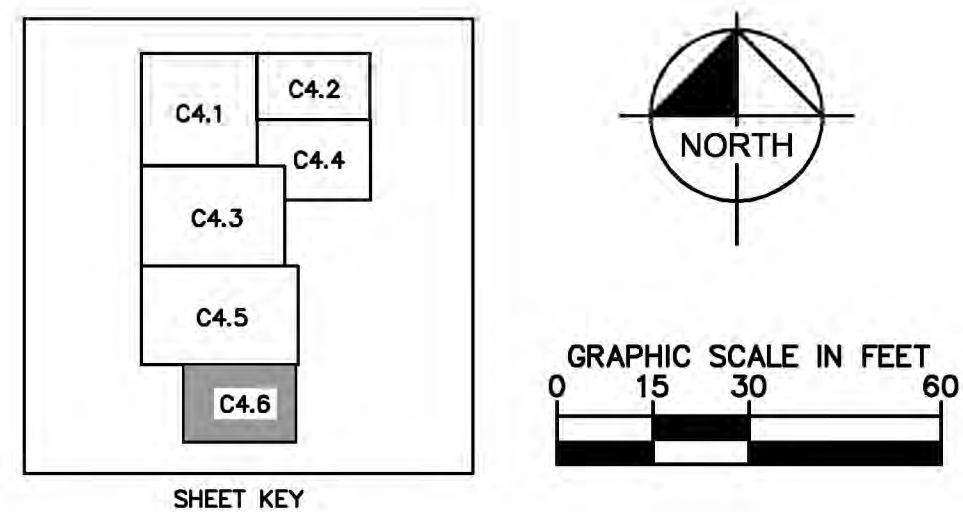
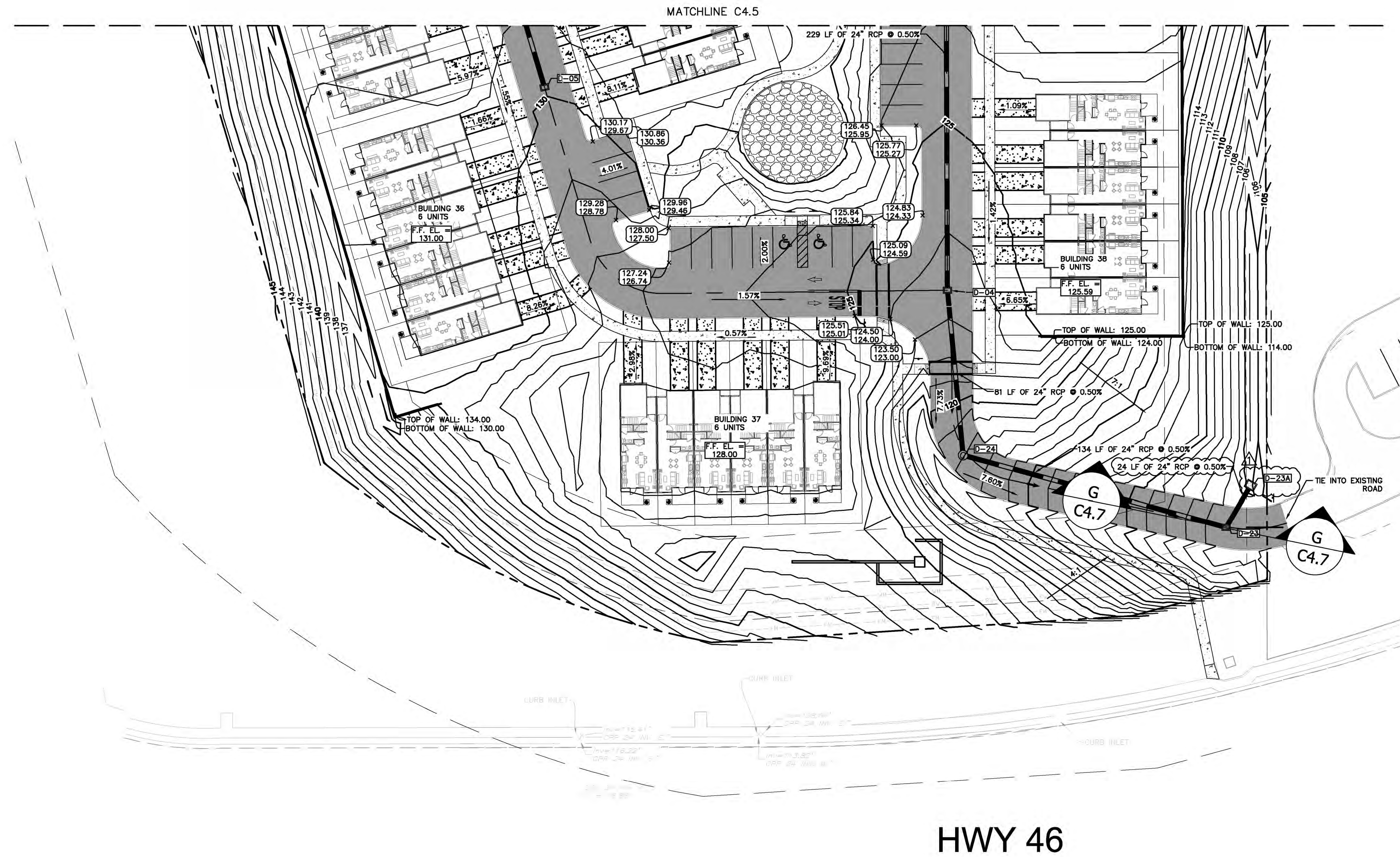
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KHA PROJECT  
149786017  
DATE  
2/10/2023  
SCALE AS SHOWN  
DESIGNED BY ST  
DRAWN BY ST  
CHECKED BY BAS

| REVISIONS |                                 | DATE    | BY  |
|-----------|---------------------------------|---------|-----|
| 1         | PER CITY OF MOUNT DORA COMMENTS | 1/10/23 | CEP |





| STORM STRUCTURE TABLE |                                                                                                                      |
|-----------------------|----------------------------------------------------------------------------------------------------------------------|
| STRUCTURE NAME:       | DETAILS:                                                                                                             |
| D-04                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 123.47<br>S. INV IN: 99.64 (24" RCP)<br>N. INV OUT: 118.50 (24" RCP)   |
| D-05                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 130.11<br>N. INV OUT: 126.20 (24" RCP)                                 |
| D-23                  | TYPE "C" INLET<br>PER FDOT INDEX #232<br>TOP: 105.14<br>NE. INV IN: 100.61 (24" RCP)<br>W. INV OUT: 100.61 (24" RCP) |
| D-23A                 | TYPE "D" INLET<br>PER FDOT INDEX #232<br>TOP: 105.18<br>SW. INV OUT: 100.93 (24" RCP)                                |
| D-24                  | MANHOLE<br>TOP: 118.06<br>E. INV IN: 100.15 (24" RCP)<br>N. INV OUT: 100.05 (24" RCP)                                |

|                                     |                                                |
|-------------------------------------|------------------------------------------------|
| JUNIPER<br>MULTIFAMILY<br>TOWNHOMES | DETAILED PAVING,<br>GRADING &<br>DRAINAGE PLAN |
|-------------------------------------|------------------------------------------------|

# DETAILED PAVING, GRADING & DRAINAGE PLAN

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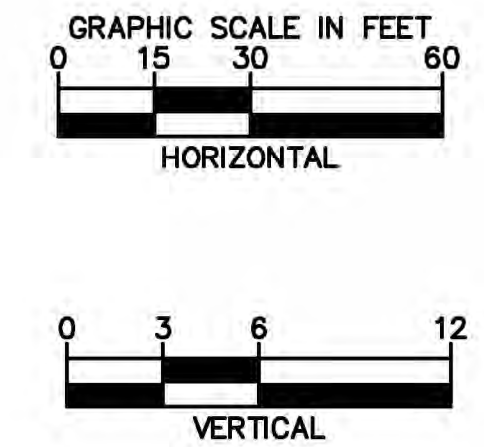
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|--------------------------|--------------------------------------------------------------------------------------------------------|
| KHA PROJECT<br>149786017 | LICENSED PROFESSIONAL<br>BROOKS A. STICKLER, PE<br>STATE OF TEXAS<br>PE CREDENTIAL NUMBER<br>149786017 |
| DATE<br>2/10/2023        |                                                                                                        |
| SCALE AS SHOWN           |                                                                                                        |
| DESIGNED BY<br>ST        |                                                                                                        |
| DRAWN BY<br>ST           |                                                                                                        |

SHEET NUMBER  
**C4.6**

042

|     |                                 |         |     |
|-----|---------------------------------|---------|-----|
| △   | PER CITY OF MOUNT DORA COMMENTS | 1/10/23 | CEF |
| No. | REVISIONS                       | DATE    | BY  |



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LICENSED PROFESSIONAL  
BROOKS & STICKLER, P.C.  
LICENSE NO. 14403  
STATE OF FLORIDA  
FLORIDA LICENSE NUMBER  
274003  
DATE: 2/10/2023

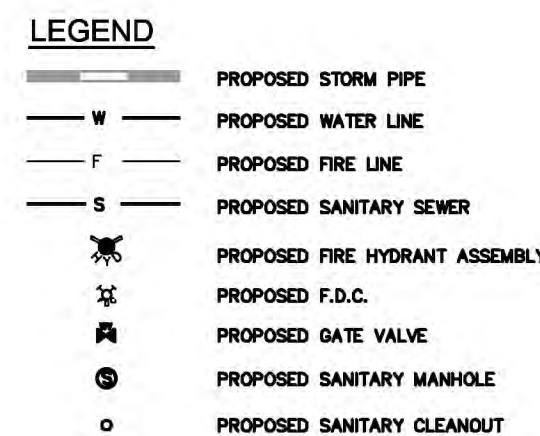
|                |                |
|----------------|----------------|
| KHA PROJECT    | DATE           |
| 149786017      | 2/10/2023      |
| SCALE AS SHOWN | DESIGNED BY ST |
|                | DRAWN BY ST    |
|                | CHECKED BY BAS |

## CROSS SECTIONS

**JUNIPER  
MULTIFAMILY  
TOWNHOMES**

MEET NUMBER  
C4.7





1. ALL UNDERGROUND MAINS SERVING FIRE HYDRANTS OR FIRE PROTECTION SYSTEMS ON PRIVATE PROPERTY MUST BE PERMITTED PRIOR TO INSTALLATION.
2. ALL UNDERGROUND FIRE MAINS WILL BE INSTALLED IN ACCORDANCE WITH NFPA 241, 2021 EDITION, "STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES". [F.A.C. 69A-60.005(2)]
3. ALL FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA CODES AND STANDARDS AS LISTED IN THIS CODE. NEW FIRE HYDRANTS SHALL BE INSTALLED SO THAT THE 4 1/2-INCH PORT IS FACING THE ROADWAY BY WHICH IT IS ACCESSED. HYDRANTS SHALL ALSO BE POSITIONED NOT MORE THAN FIVE (5) FEET AWAY FROM THE CURB OR BERM OF THE ROADWAY.
4. ALL MANHOLES WITH INTERNAL DROW PIPES SHALL BE MINIMUM 50" INTERIOR DIAMETER. (SEE COMD STANDARD DETAILS SS003-1)
5. ALL SEWER WORK SHALL BE IN COMPLIANCE WITH CHAPTER 7 OF THE CITY'S OF MOUNT DORA LAND DEVELOPMENT CODE AND CODE OF ORDINANCES.
6. SEWER MATERIAL SHALL COMPLY WITH COMD LDC CHAPTER 7.
7. ON THE INSTALLATION OF LATERAL CONNECTIONS, THE PIPE SHALL COMPLY WITH COMD LDC CHAPTER 7 AND COMD STANDARD DETAILS.
8. SEWER PIPE GASKETS SHALL COMPLY WITH COMD LDC CHAPTER 7.
9. MAINTAIN AT A MINIMUM 3' OF COVER OVER THE TOP OF ALL PROPOSED SEWER PIPE. (SEE COMD LDC SECTION 7.8.5)
10. AS-BUILT DRAWINGS SHALL COMPLY WITH CITY OF MOUNT DORA LDC AND PROVIDE GPS COORDINATES FOR SANITARY STRUCTURES.
11. LIGHT POLE FIXTURES TO OVERHANG FRONT OF CURB MIN. 3'.
12. THE CONTRACTOR SHALL PROVIDE A DIGITAL RECORDING OF A VIDEO INSPECTION OF THE GRAVITY SANITARY SEWER SYSTEM WHICH WILL BE FLUSHED PRIOR TO INSPECTION AND VIDEO RECORDING.
13. FLORIDA LAW (F.S.556) UNDERGROUND FACILITY DAMAGE PREVENTION ACT Mandates that excavators and contractors SHALL CONTACT SUNSHINE 811 (FKA: SUNSHINE STATE ONE-CALL OF FLORIDA) BY CALLING 800-432-4770 OR 811 AT LEAST 2 FULL BUSINESS DAYS PRIOR TO BEGINNING ANY EXCAVATION OR OPERATION TO ALLOW MEMBER AGENCY THE OPPORTUNITY TO IDENTIFY AND MARK THEIR UNDERGROUND FACILITIES AND APPROPRIATELY RESPOND TO THE POSITIVE RESPONSE SYSTEM.
14. DIP USED IN SANITARY APPLICATION IS ONLY SPECIFICALLY APPROVED BY THE CITY ENGINEER.

1. ALL WATER SERVICE LINES SHALL BE 1.5" PVC FOR EACH DWELLINGS.
2. ALL SANITARY SEWER SERVICE LATERALS SHALL BE 4" PVC FOR EACH DWELLINGS.
3. ALL DROP MANHOLES TO BE LINED.

| <u>CLUB HOUSE</u>                                                                |                  |
|----------------------------------------------------------------------------------|------------------|
| per ISO Fire Flow Worksheet                                                      |                  |
| <b>Building Fire Area (SF) =</b>                                                 | 5,124            |
| <b>Construction Type =</b>                                                       | VI               |
| <b>Occupancy Factor =</b>                                                        | C-2              |
| <b>Min. Required Fire Flow=</b>                                                  | 1,853            |
| <b>Fire Sprinkler - Yes or No=</b><br>(75% fire sprinkler credit, if applicable) | No               |
| <b>Minimum Calculated Fire Flow=</b>                                             | 1,853 GPM        |
| <b>Minimum Fire Flow per ISO=</b>                                                | 2,000 GPM        |
| <b>Fire Flow Provided=</b>                                                       | <b>2,000 GPM</b> |

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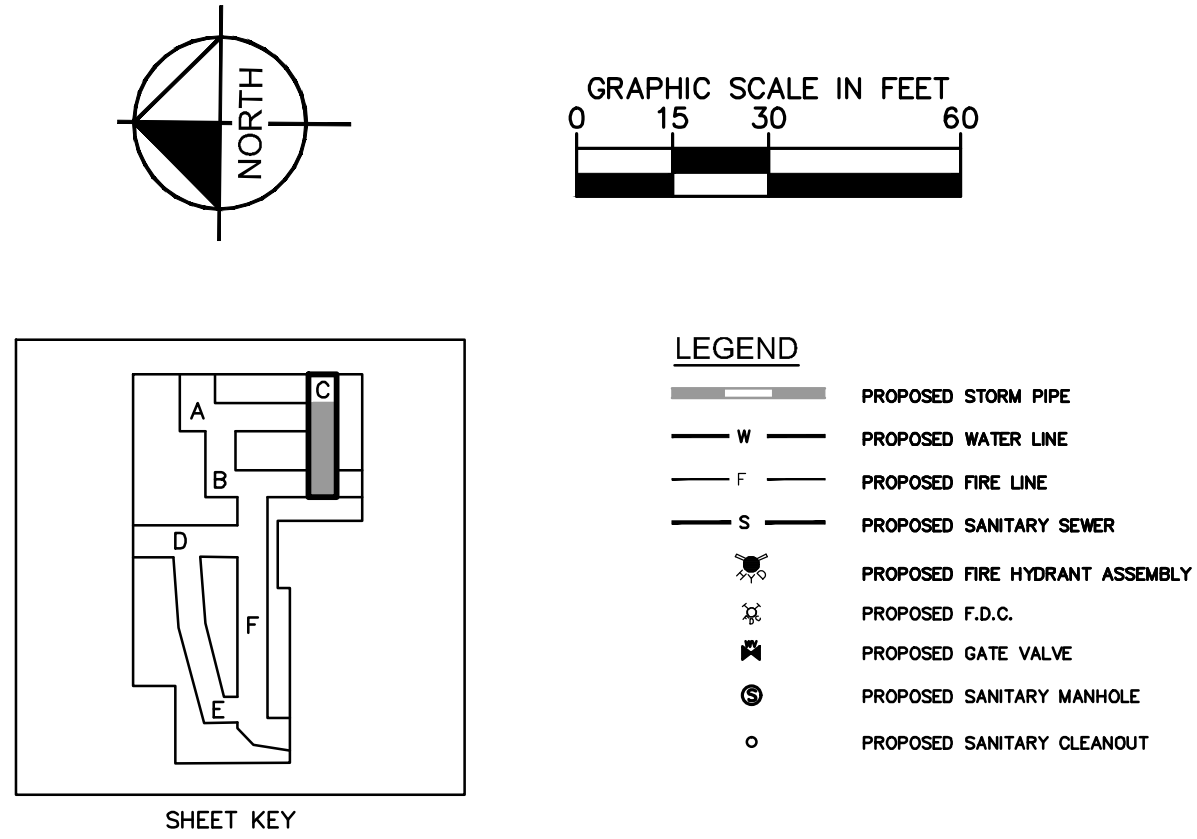
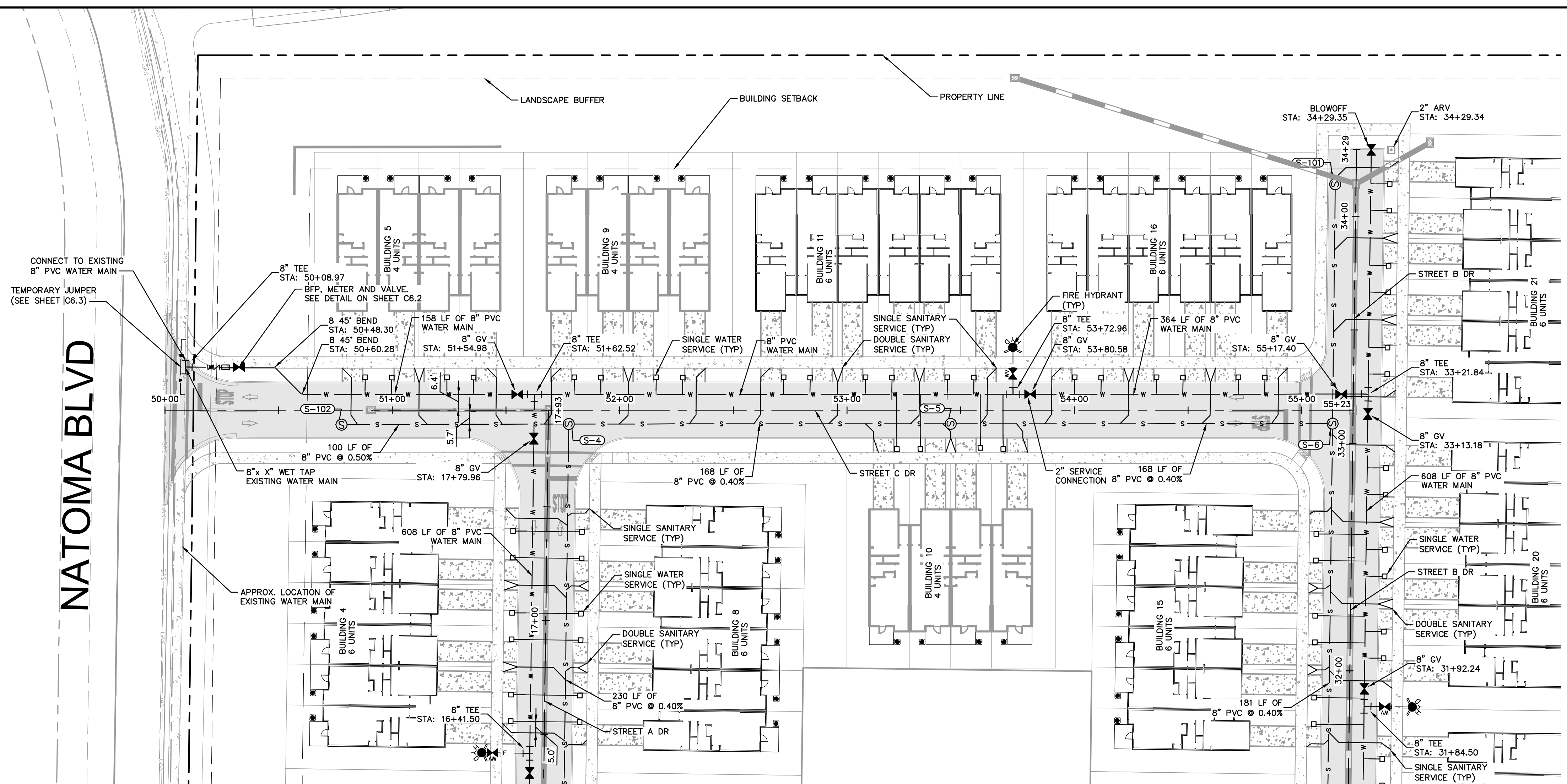


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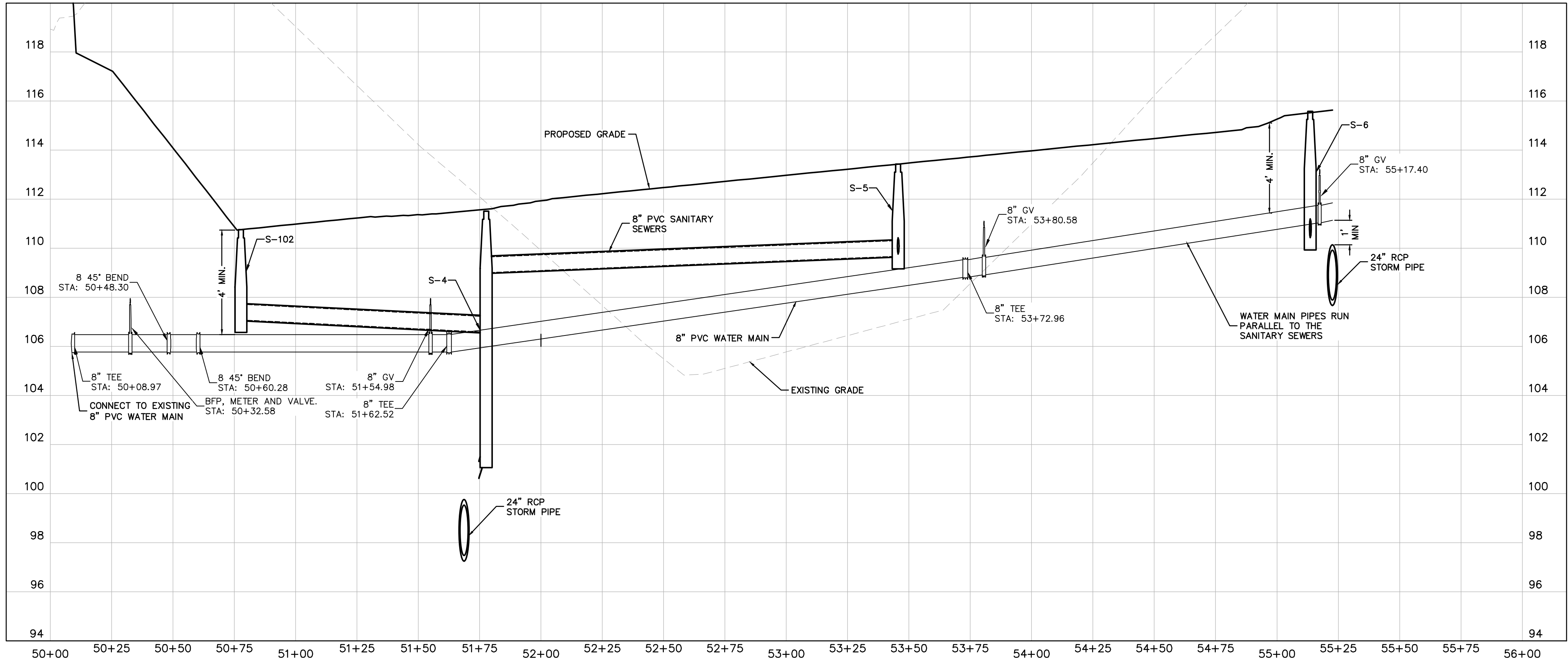




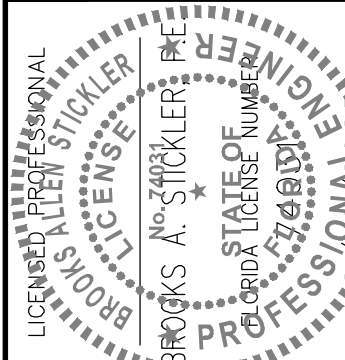




| SANITARY SEWER STRUCTURE TABLE |                                                                                                 |
|--------------------------------|-------------------------------------------------------------------------------------------------|
| STRUCTURE NAME:                | DETAILS:                                                                                        |
| S-4                            | SANITARY MANHOLE<br>TOP: 111.51<br>S. INV IN: 108.99<br>N. INV IN: 106.56<br>W. INV OUT: 101.56 |
| S-5                            | SANITARY MANHOLE<br>TOP: 113.43<br>S. INV IN: 109.76<br>N. INV OUT: 109.66                      |
| S-6                            | SANITARY MANHOLE<br>TOP: 115.58<br>W. INV IN: 111.91<br>E. INV IN: 110.53<br>N. INV OUT: 110.43 |
| S-101                          | SANITARY MANHOLE<br>TOP: 115.79<br>W. INV OUT: 111.99                                           |
| S-102                          | SANITARY MANHOLE<br>TOP: 110.76<br>S. INV OUT: 107.06                                           |



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|             |           |          |             |          |            |
|-------------|-----------|----------|-------------|----------|------------|
| KHA PROJECT | DATE      | SCALE    | DESIGNED BY | DRAWN BY | CHECKED BY |
| 149786017   | 2/10/2023 | AS SHOWN | ST          | ST       | BAS        |

DETAILED UTILITY PLAN  
JUNIPER MULTIFAMILY TOWNHOMES

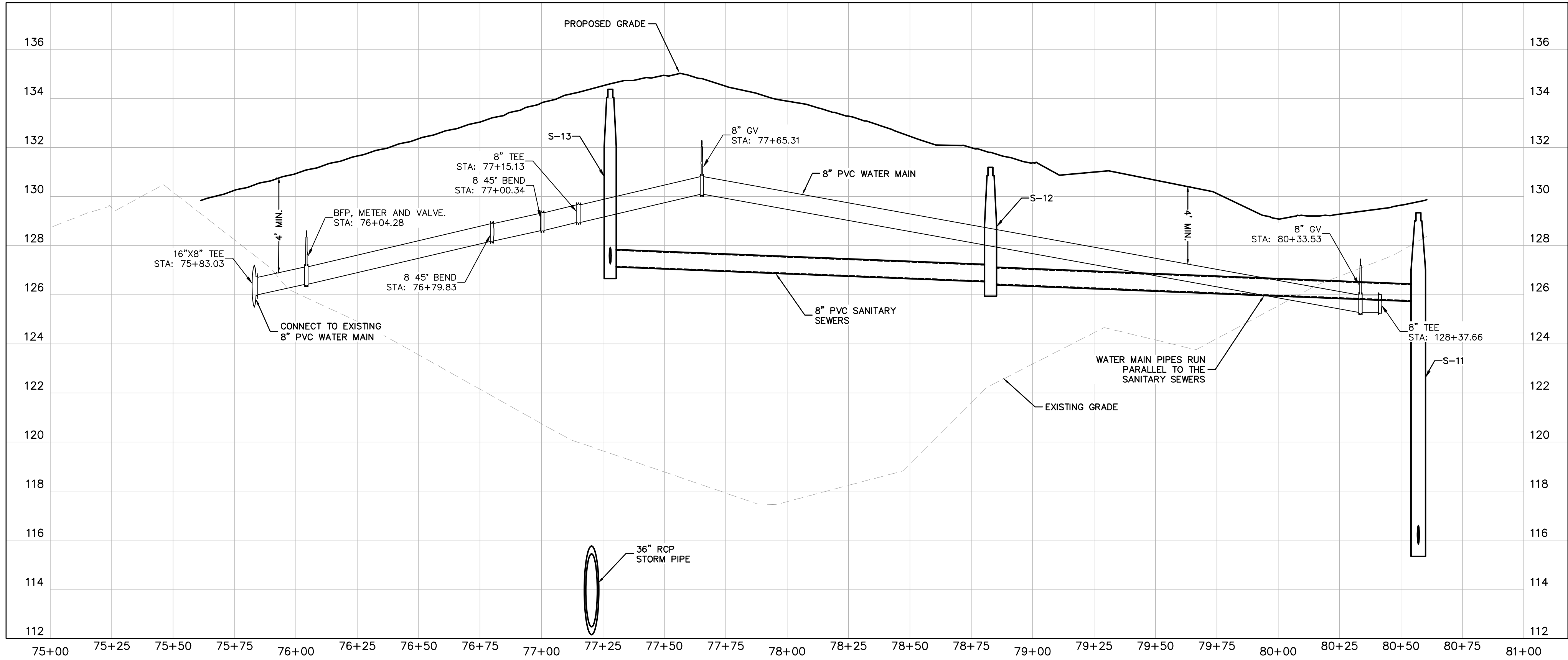
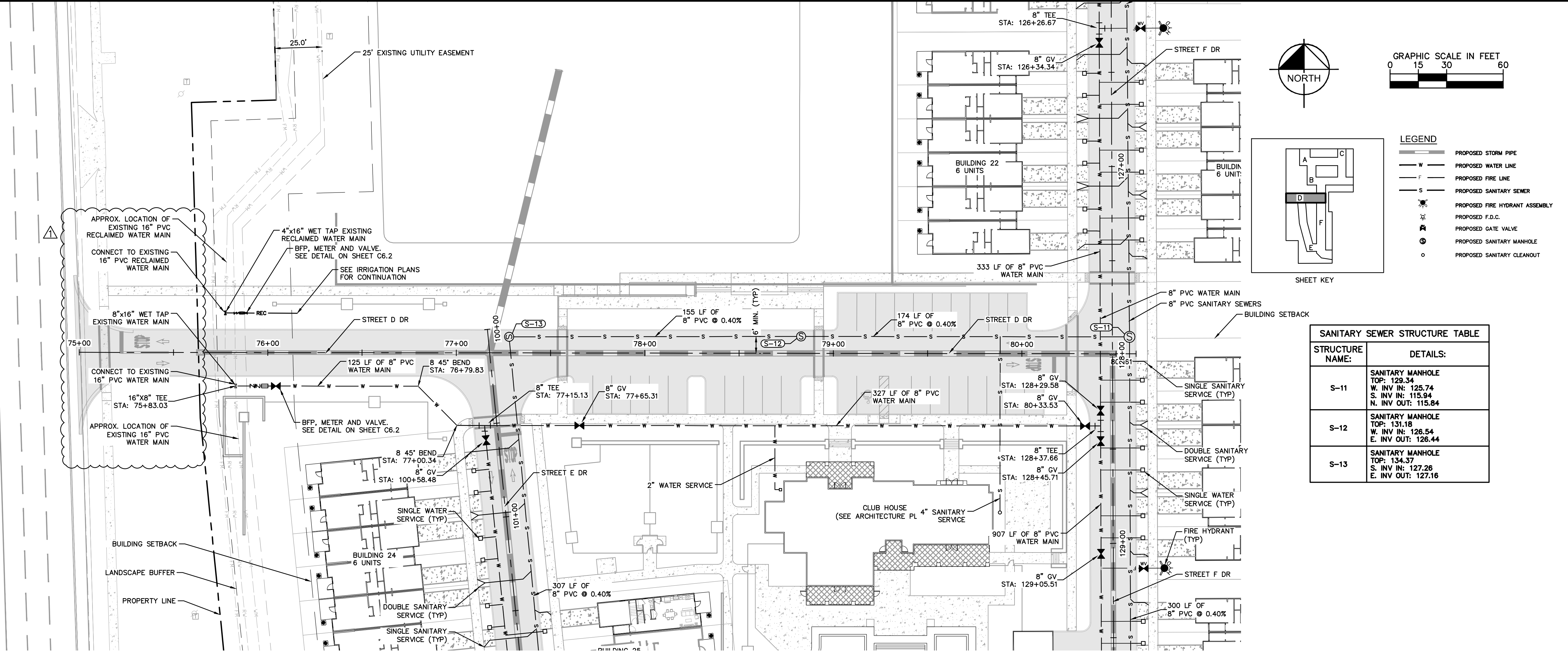
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SHEET NUMBER  
**C5.4**



US 441 S



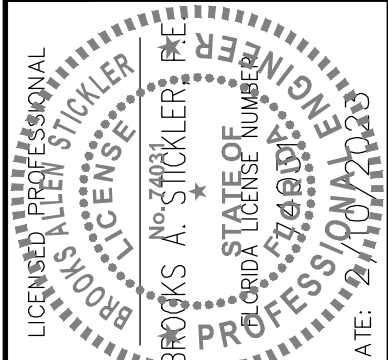
Always call 811 two full business days before you dig to have underground utilities located and marked.



| NO. | REVISIONS                       | DATE    | BY  |
|-----|---------------------------------|---------|-----|
| 1   | PER CITY OF MOUNT DORA COMMENTS | 1/10/23 | CEP |

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|             |           |
|-------------|-----------|
| KHA PROJECT | 149786017 |
| DATE        | 2/10/2023 |
| SCALE       | AS SHOWN  |
| DESIGNED BY | ST        |
| DRAWN BY    | ST        |
| CHECKED BY  | BAS       |

DETAILED UTILITY PLAN

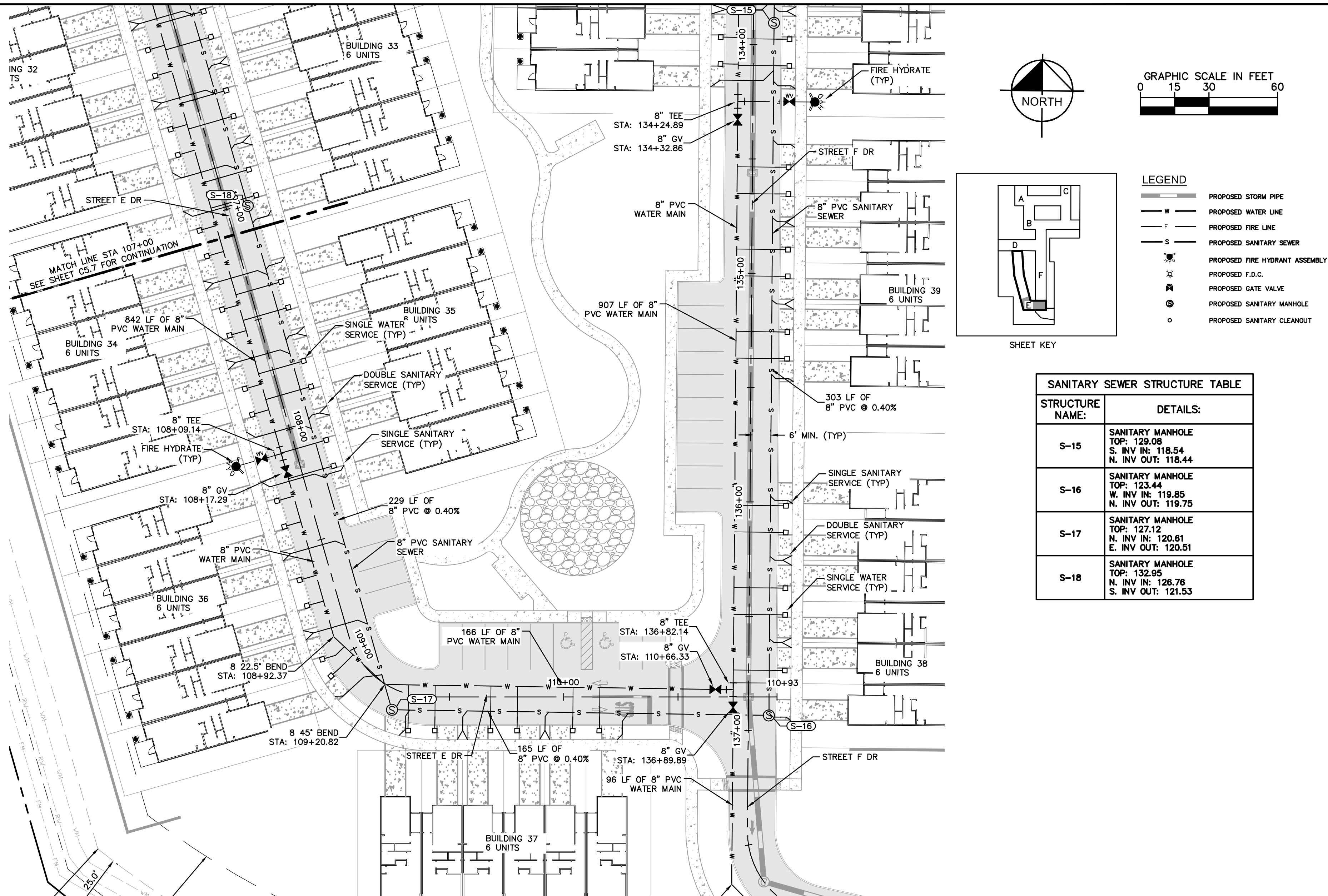
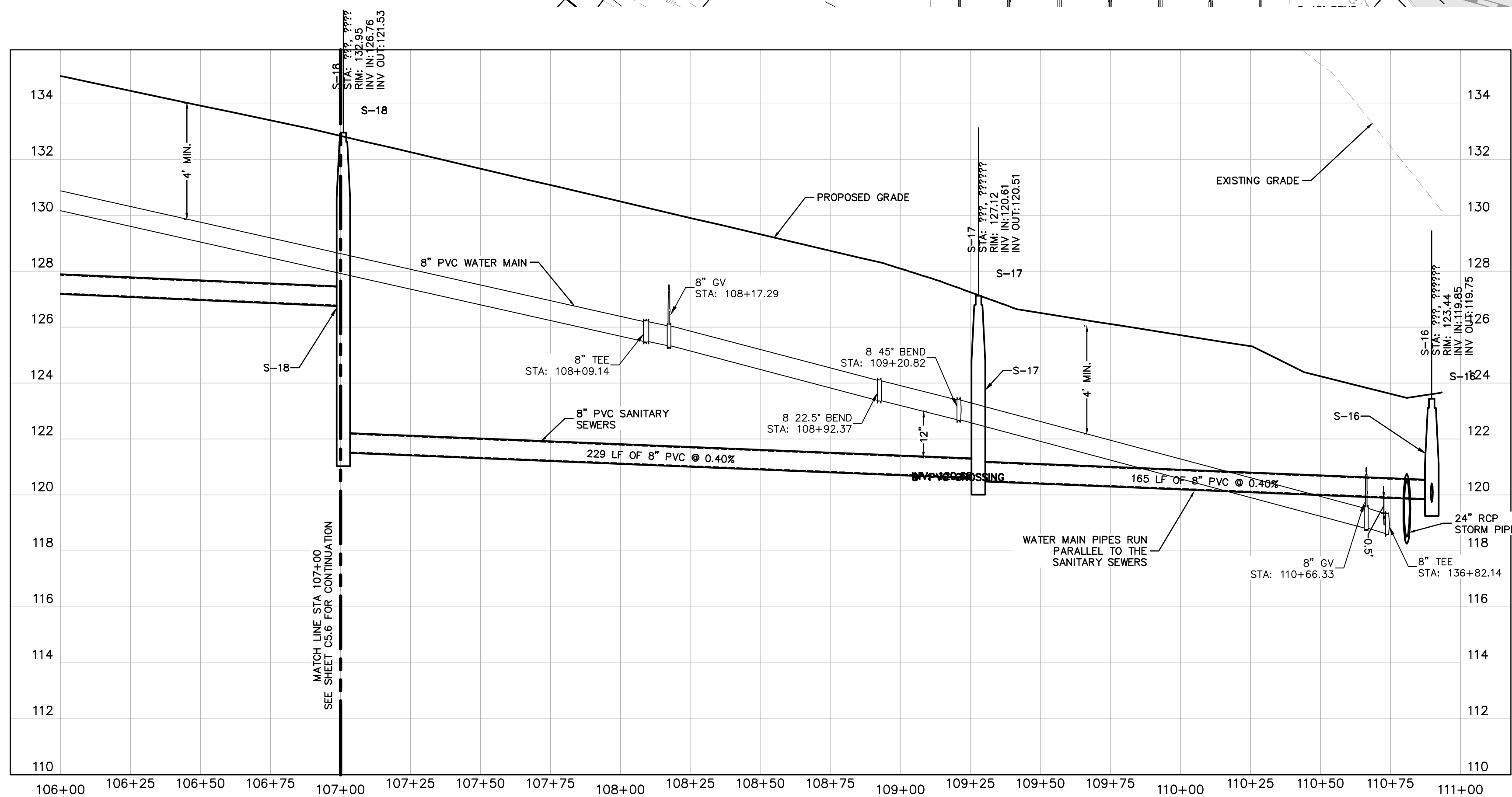
JUNIPER MULTIFAMILY TOWNHOMES

SHEET NUMBER  
C5.5



|                |           |
|----------------|-----------|
| KHA PROJECT    | DATE      |
| 149786017      | 2/10/2023 |
| SCALE AS SHOWN |           |
| DESIGNED BY    |           |
| DRAWN BY       |           |
| CHECKED BY     |           |





| SANITARY SEWER STRUCTURE TABLE |                                                                              |
|--------------------------------|------------------------------------------------------------------------------|
| STRUCTURE NAME:                | DETAILS:                                                                     |
| S-15                           | SANITARY MANHOLE<br>TOP: 129.08<br>S. INV. IN: 118.54<br>N. INV. OUT: 118.44 |
| S-16                           | SANITARY MANHOLE<br>TOP: 123.44<br>W. INV. IN: 119.85<br>N. INV. OUT: 119.75 |
| S-17                           | SANITARY MANHOLE<br>TOP: 127.12<br>N. INV. IN: 120.61<br>E. INV. OUT: 120.51 |
| S-18                           | SANITARY MANHOLE<br>TOP: 132.95<br>N. INV. IN: 126.76<br>S. INV. OUT: 121.53 |

## DETAILED UTILITY PLAN

**JUNIPER  
MULTIFAMILY  
TOWNHOMES**

SHEET NUMBER  
**C5.7**

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LICENSED PROFESSIONAL  
 BROOKS ALLEN STICKLER  
 LICENSE  
 No. 74031  
 BROOKS A. STICKLER, P.E.  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NUMBER  
 74031-A  
 DATE: 2/10/2023

|             |           |
|-------------|-----------|
| KHA PROJECT | DATE      |
| 149786017   | 2/10/2023 |
| SCALE       | AS SHOWN  |
| DESIGNED BY | CEFF      |
| DRAWN BY    | CAL       |
| CHECKED BY  | BAS       |

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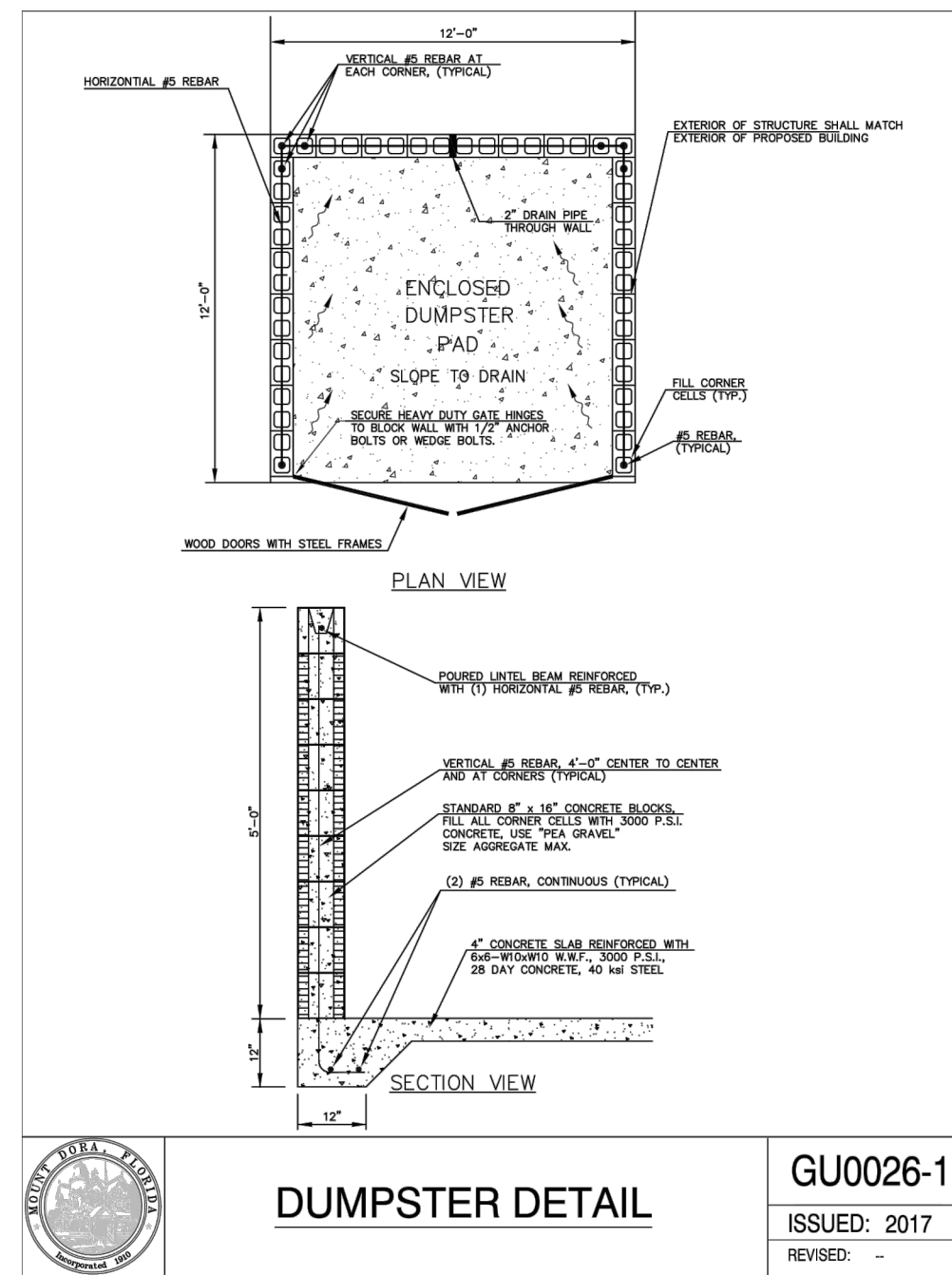
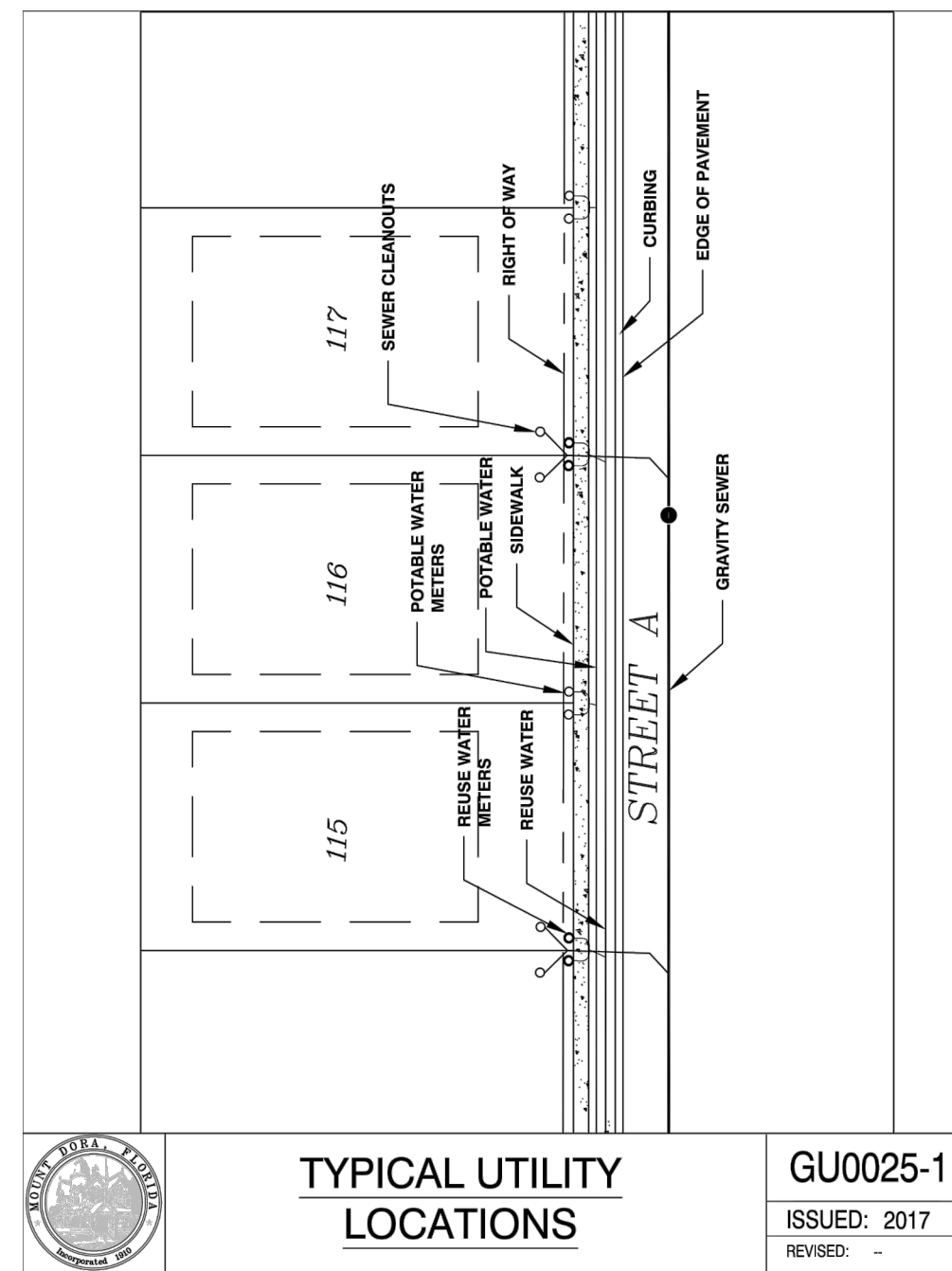
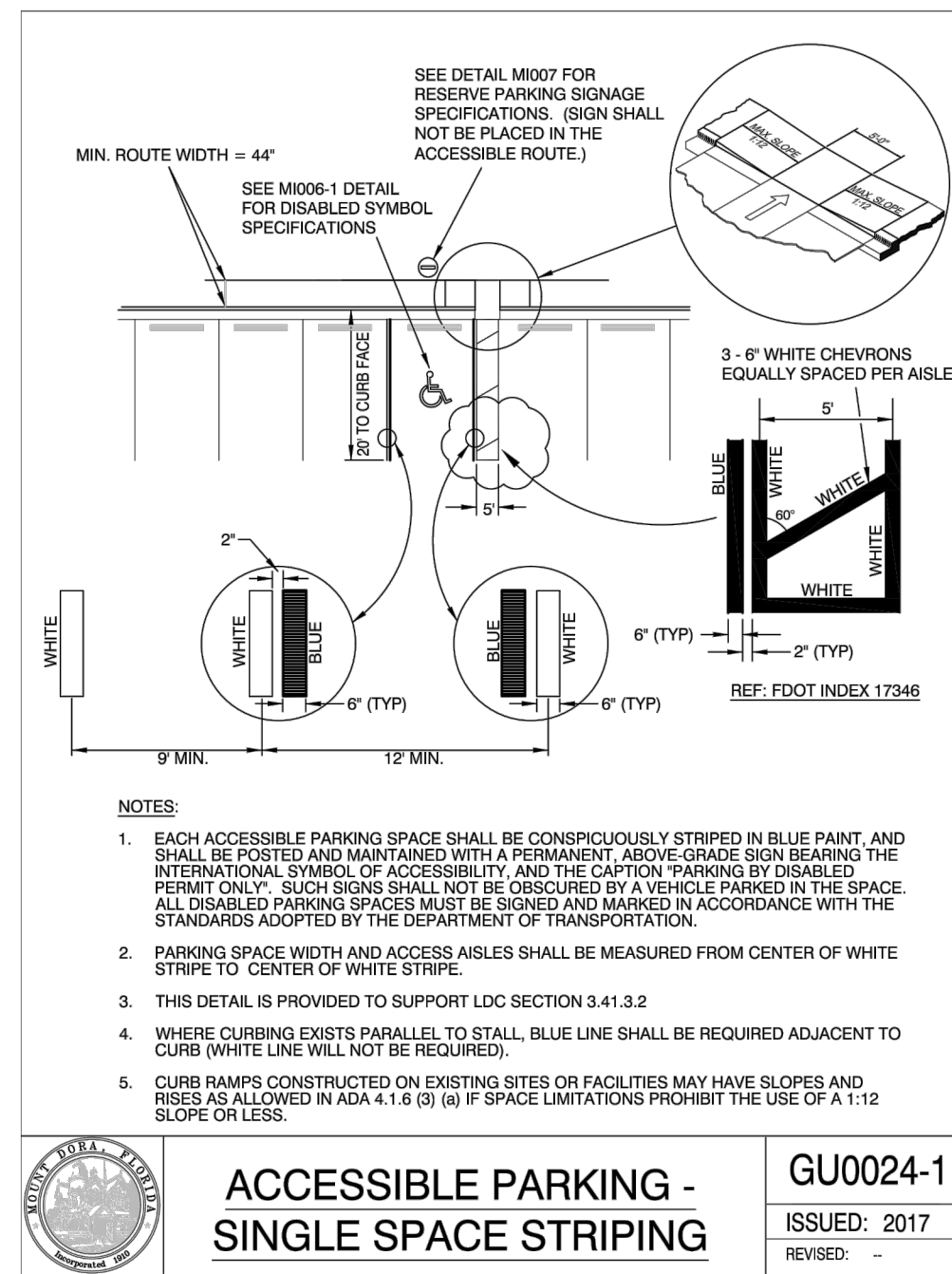
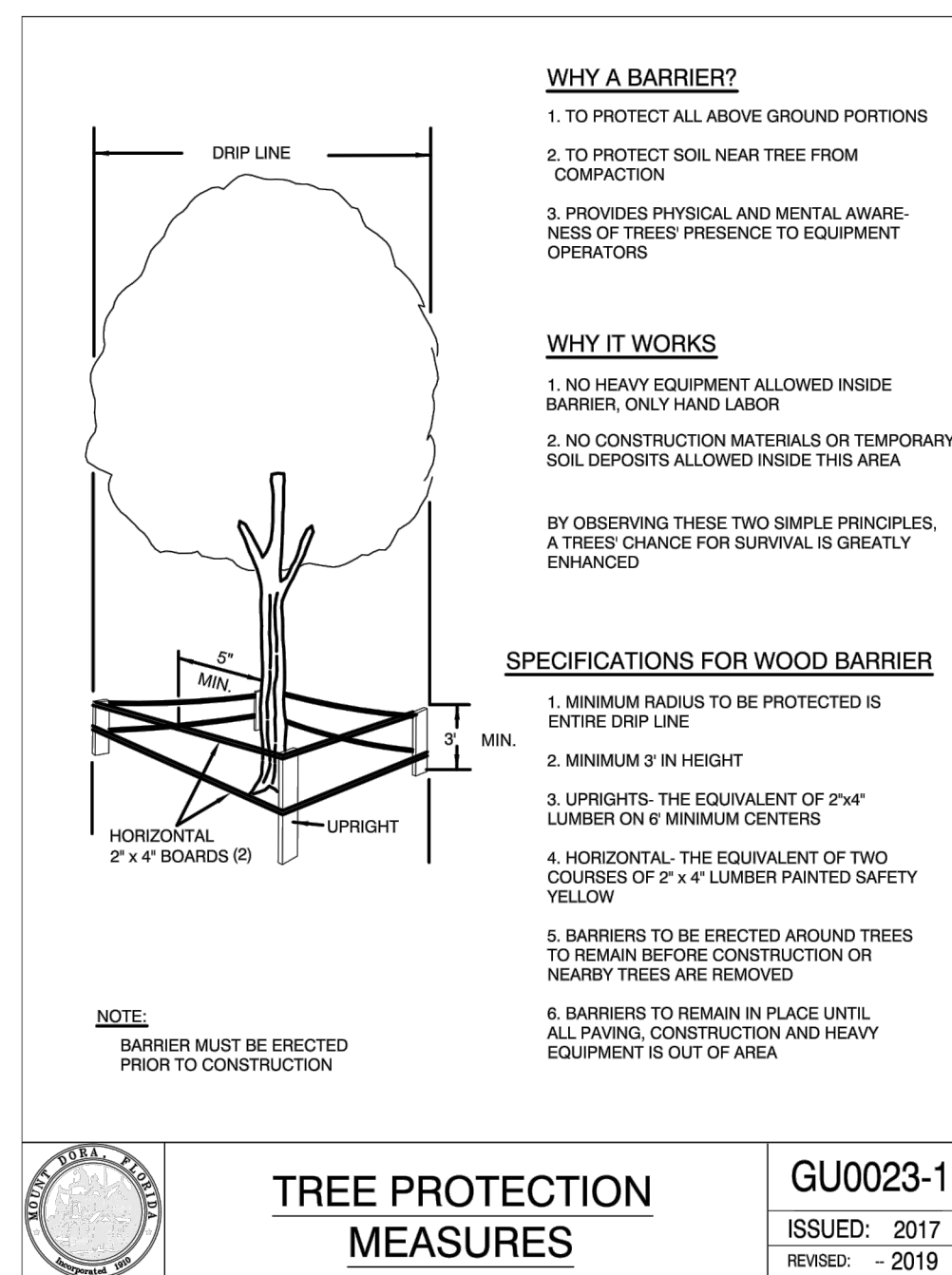
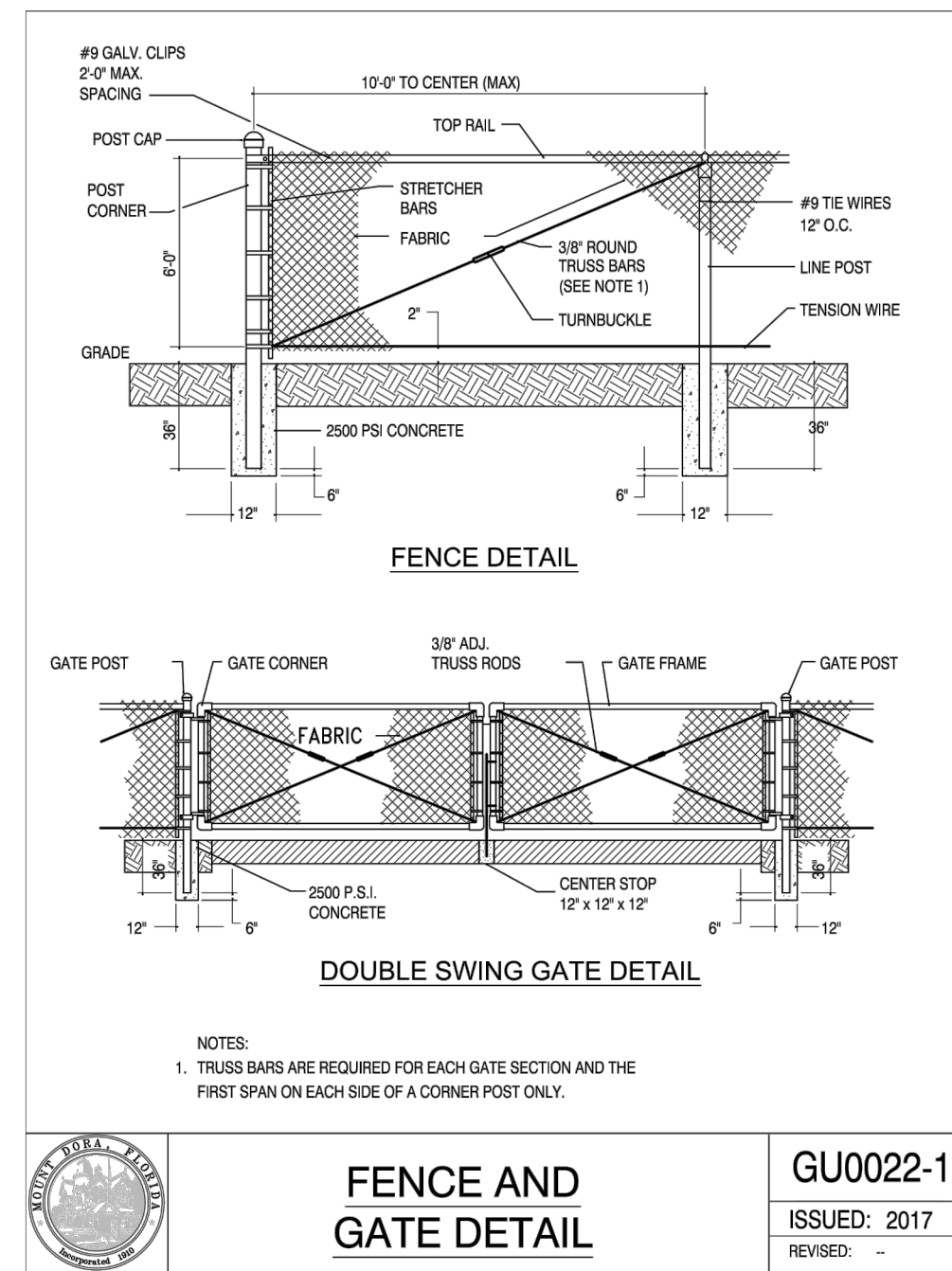
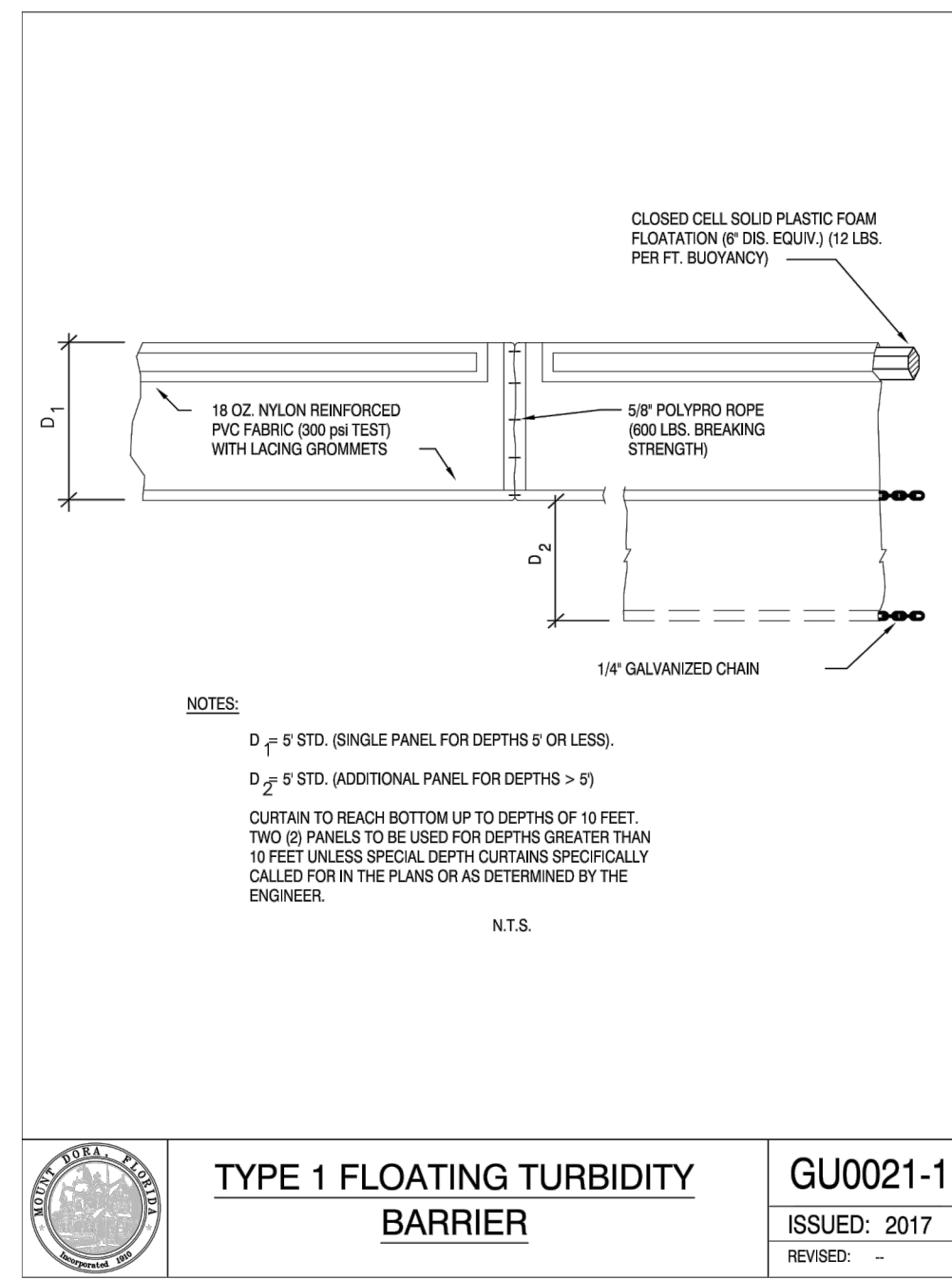
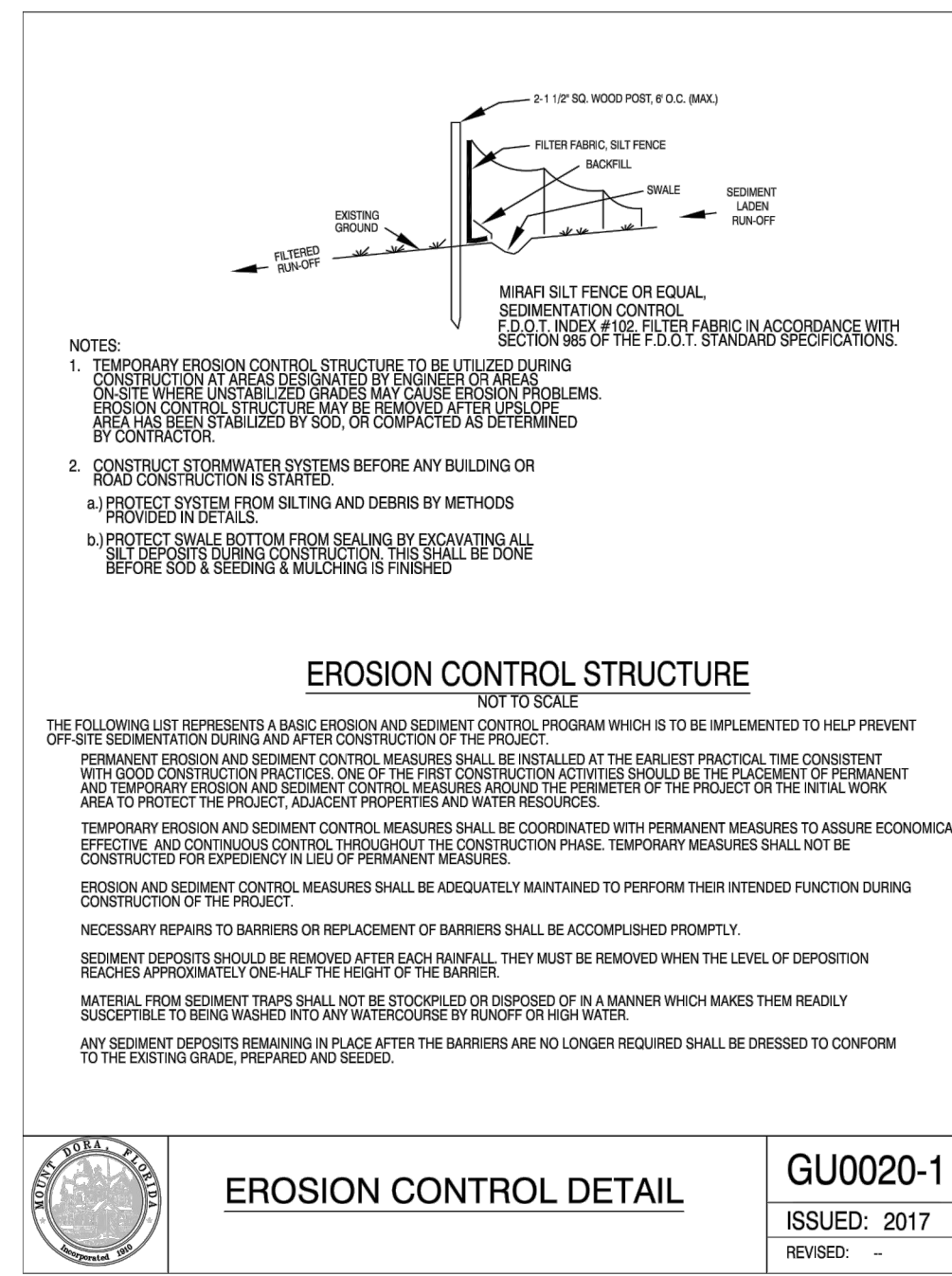
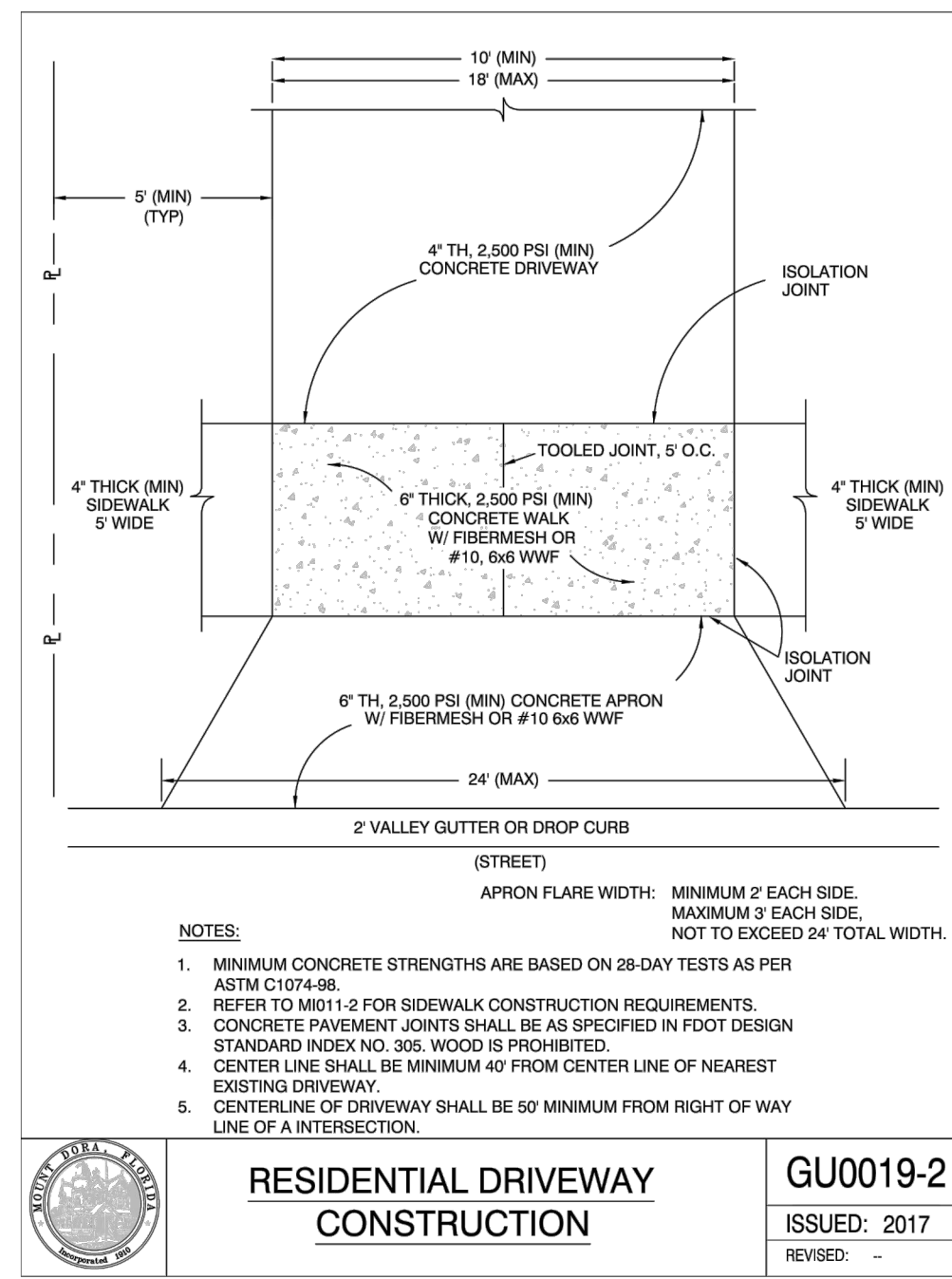
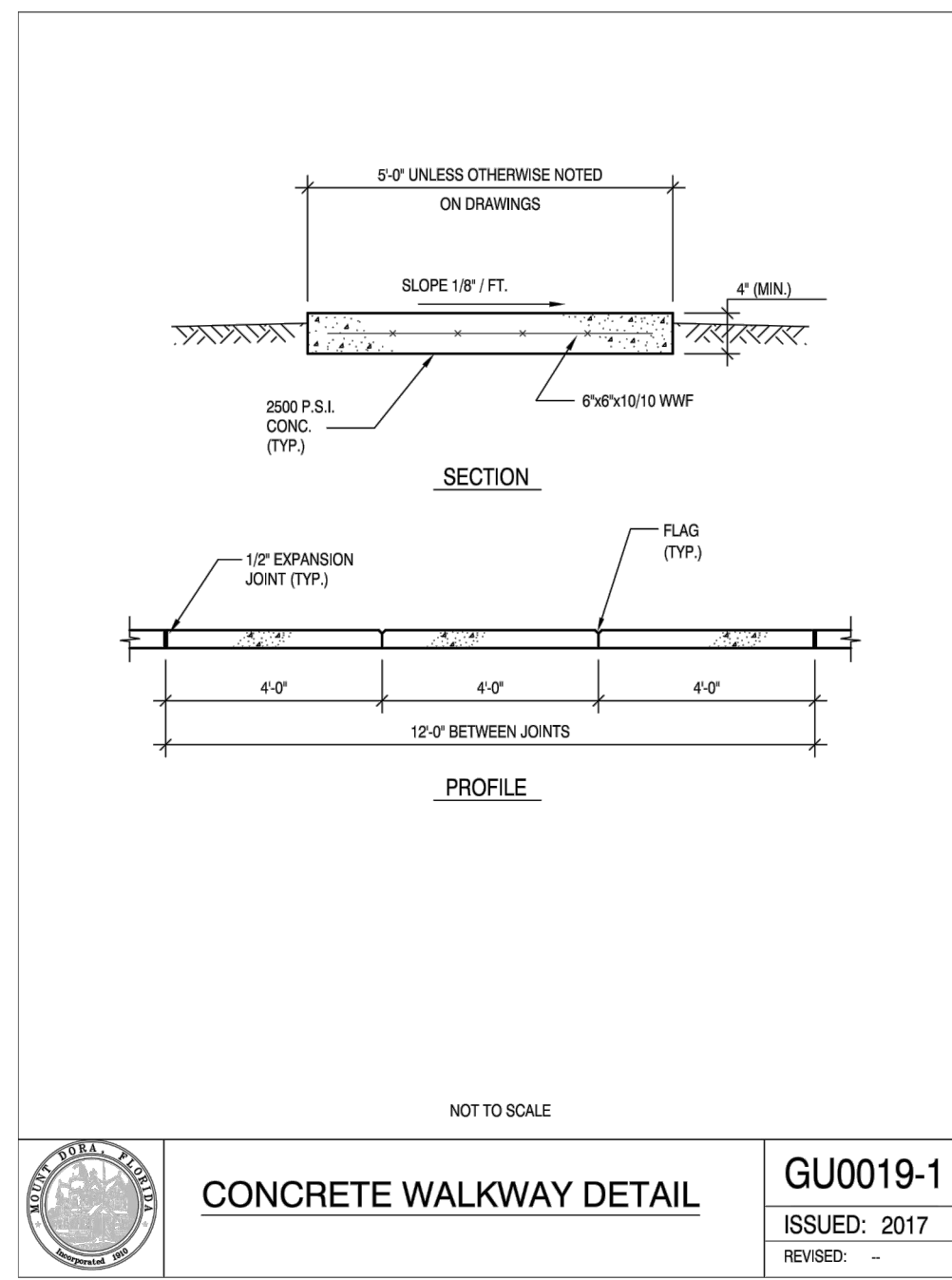
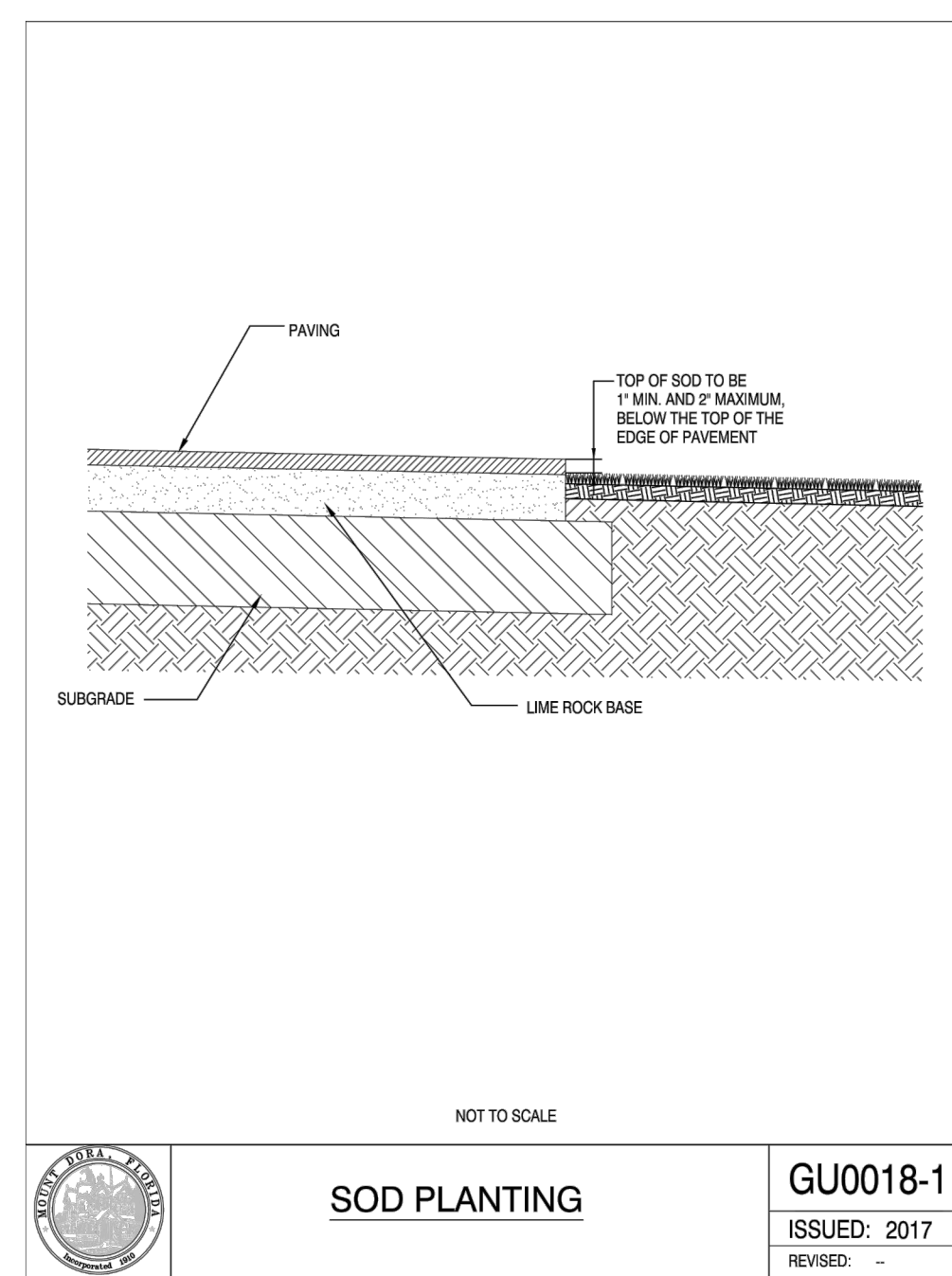
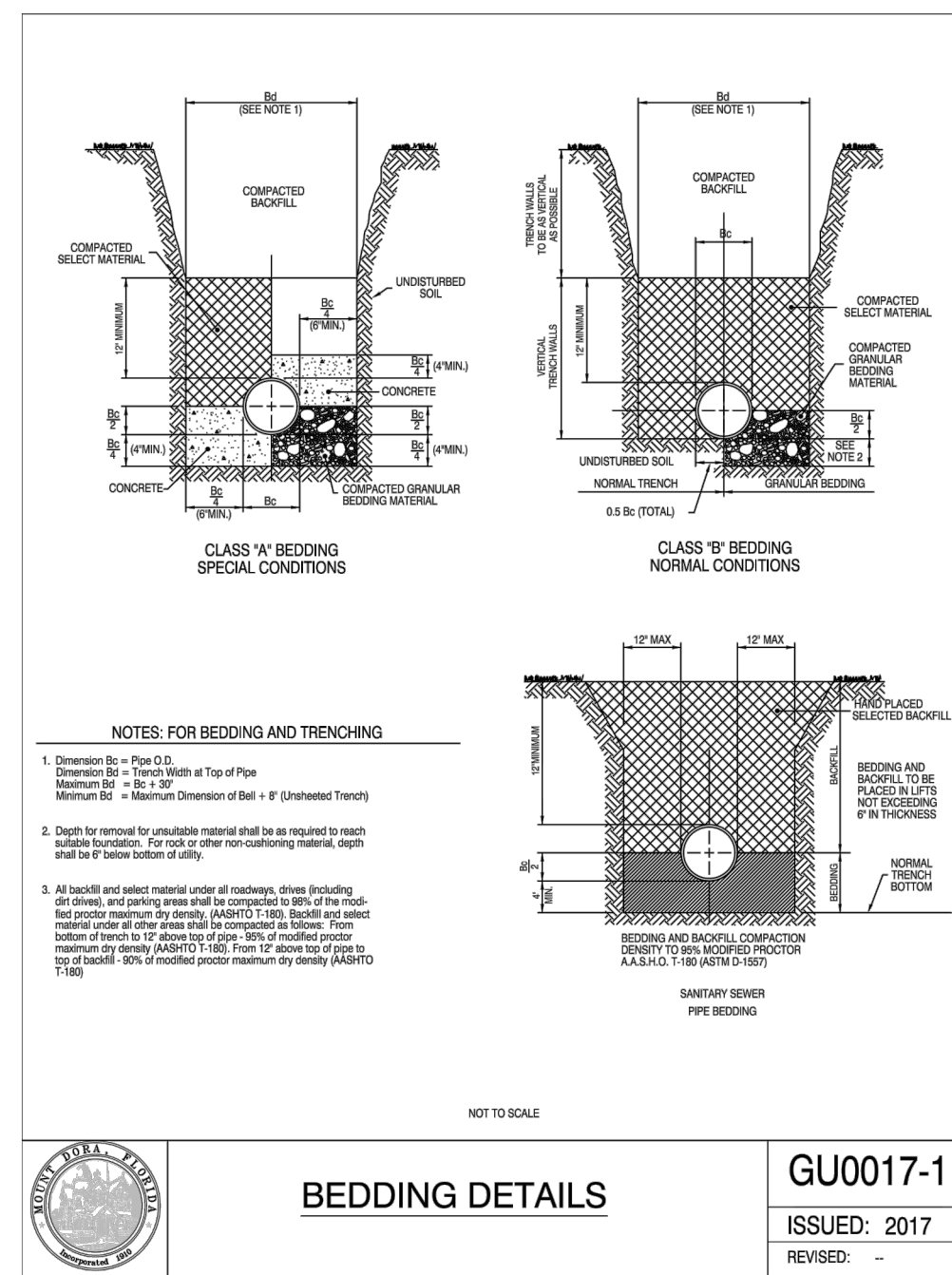
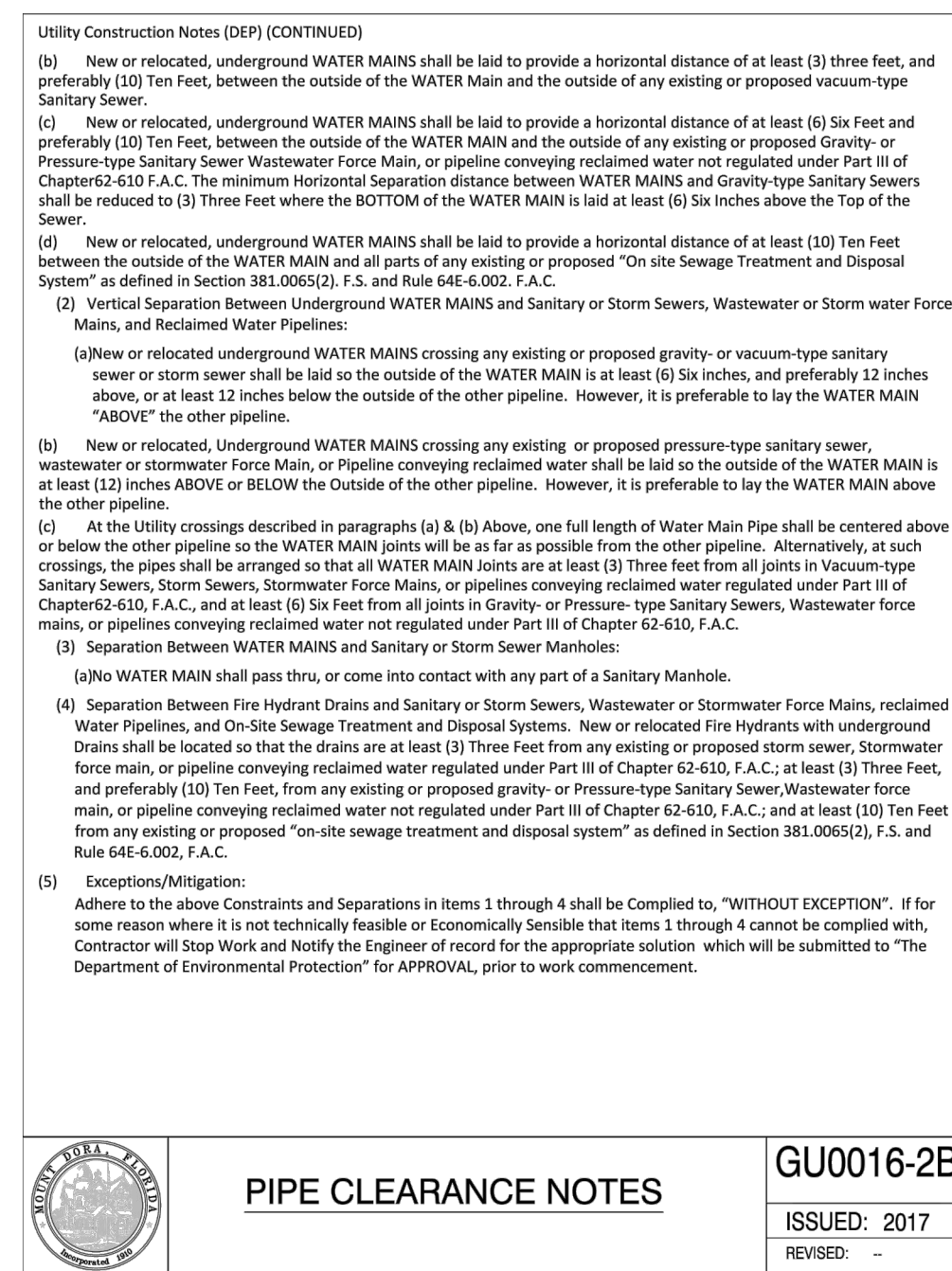
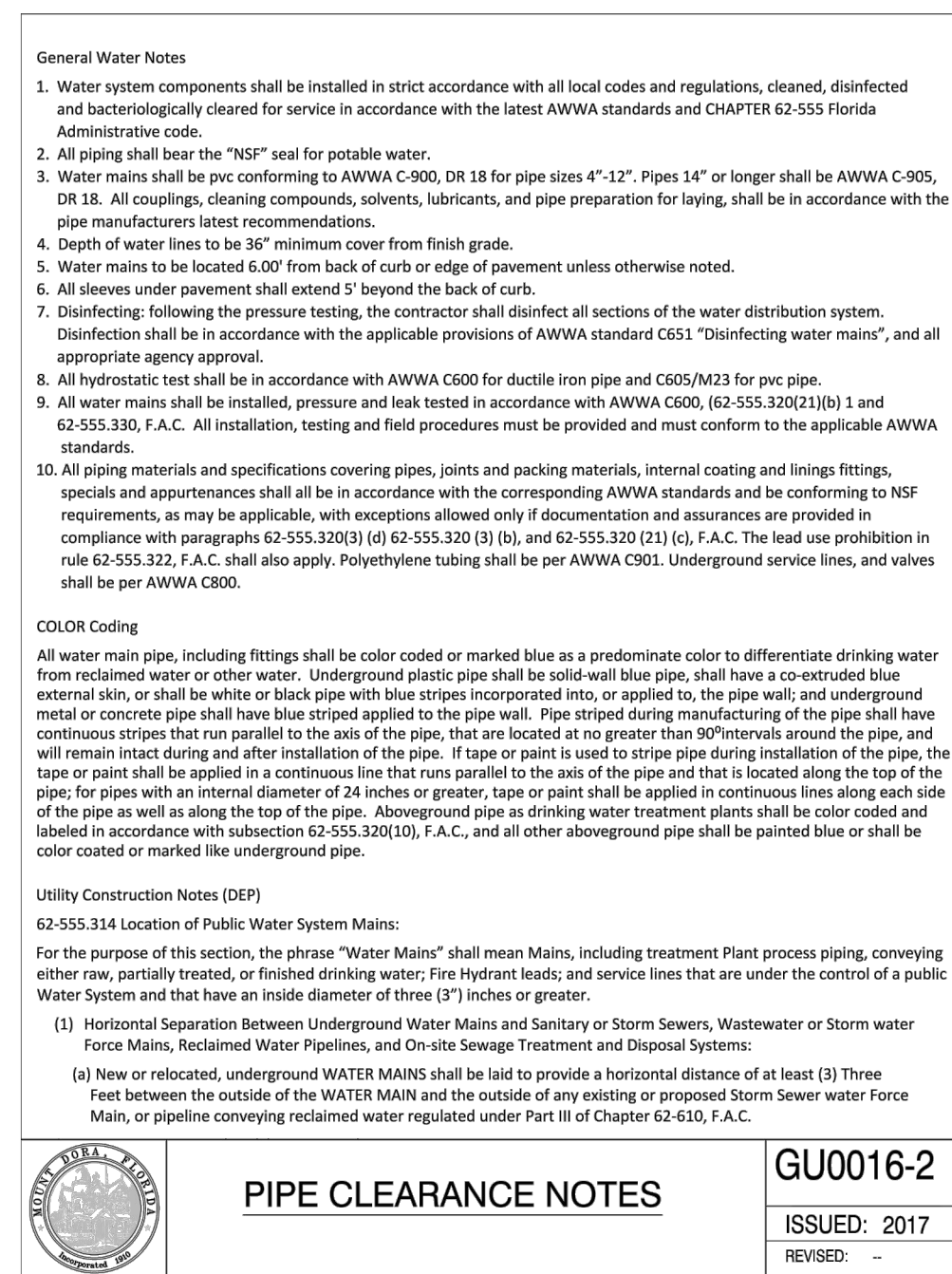
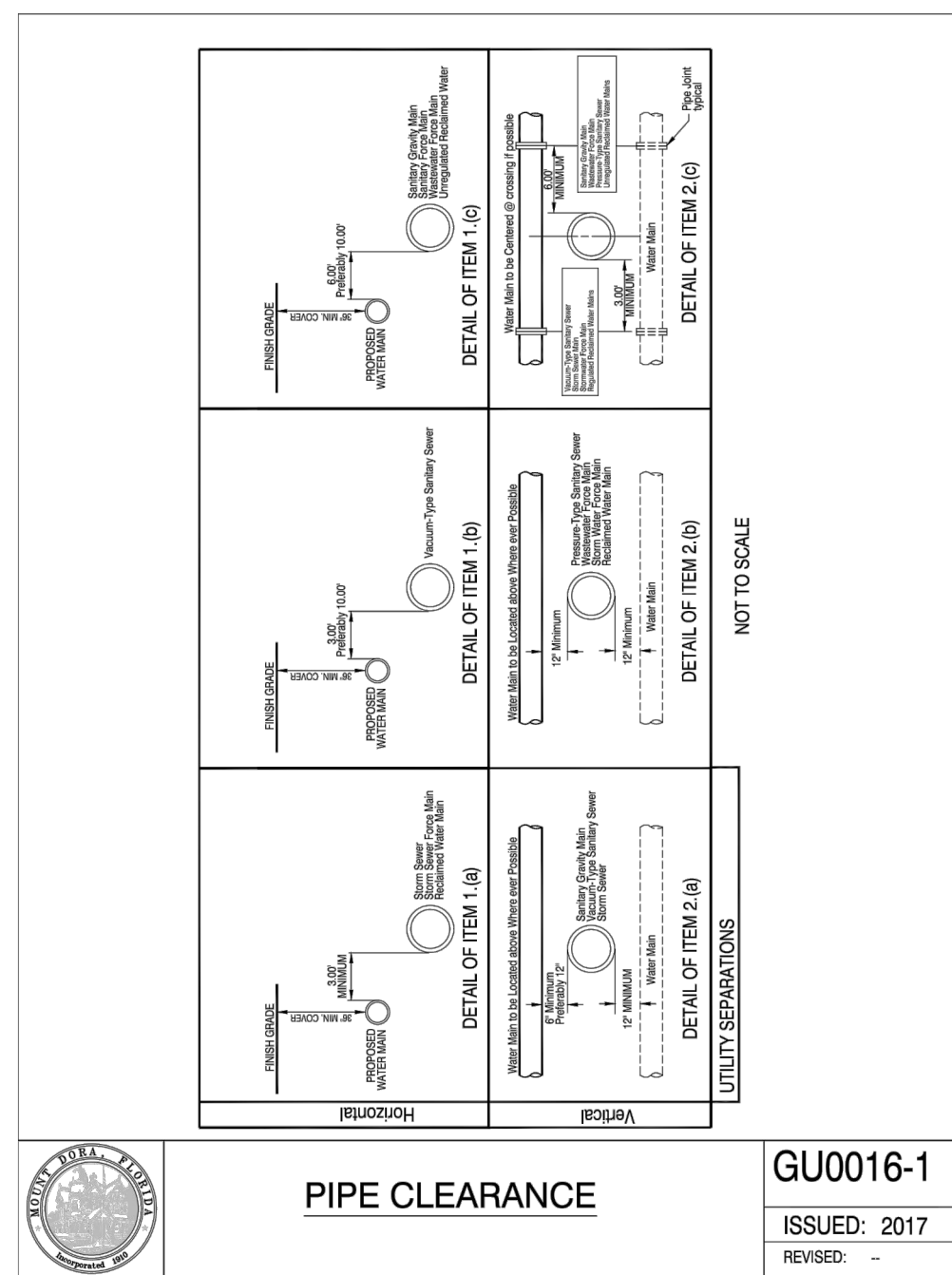
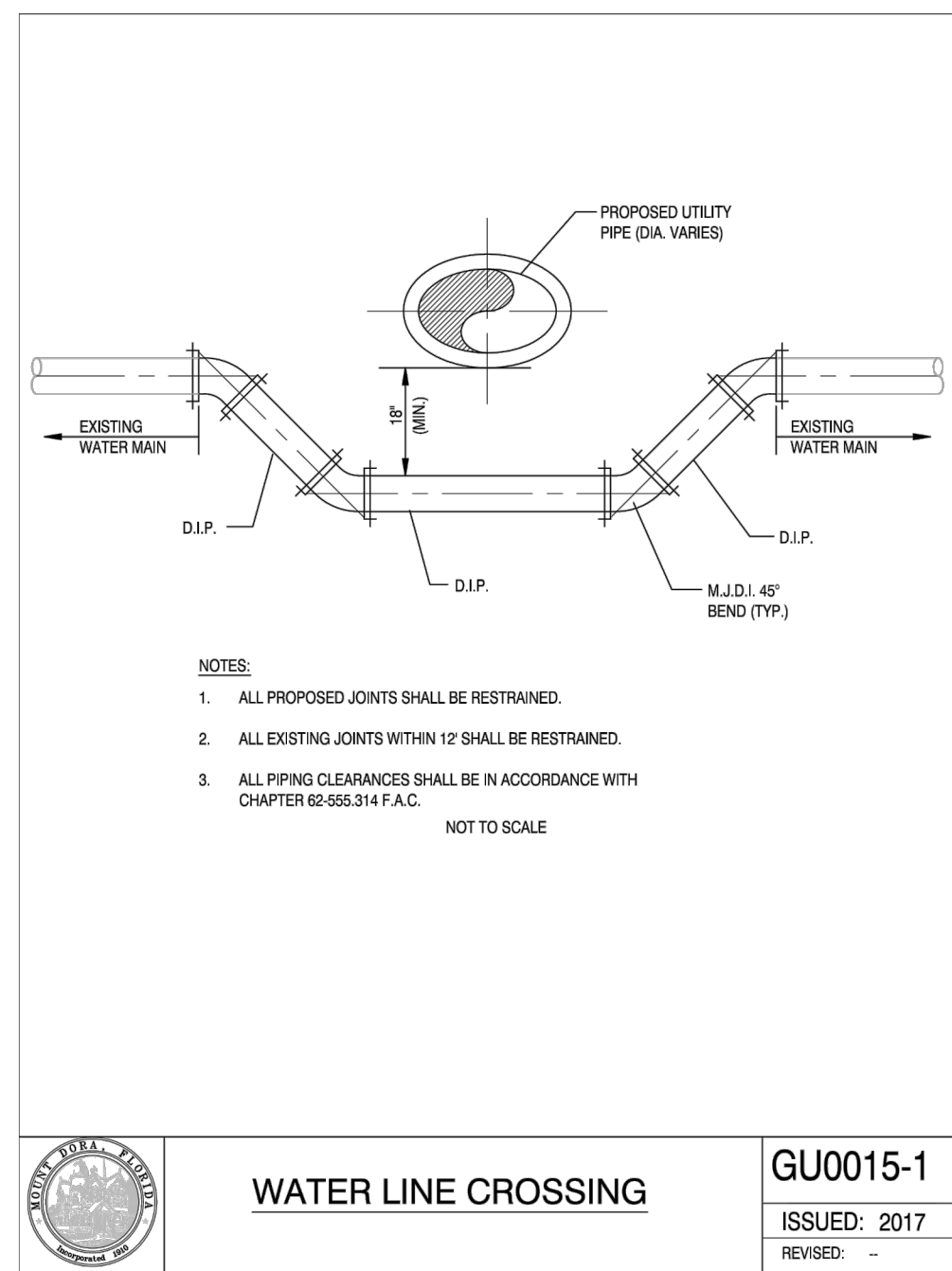














This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

| WATER SYSTEM CONSTRUCTION GENERAL NOTES                                           |                                                                                                                                                                                                                                                                    |  |
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|  | <b>POTABLE WATER<br/>GENERAL NOTES</b>                                                                                                                                                                                                                             |  |
|                                                                                   | <b>PW001-1A</b><br>ISSUED: 2017<br>REVISED: --                                                                                                                                                                                                                     |  |
|                                                                                   | 1. THE CITY'S PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.                                                                                                                                                          |  |
|                                                                                   | 2. DE-WATERING SHALL BE PROVIDED TO KEEP GROUND WATER ELEVATION A MINIMUM OF 6 INCHES BELOW PROPOSED WATER MAIN.                                                                                                                                                   |  |
|                                                                                   | 3. ALL WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (CLAY, ROCK, COOKING, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.                                                                                             |  |
|                                                                                   | 4. TRENCHES SHALL BE BACK FILLED WITH MATERIAL ACCEPTABLE TO THE CITY, WITH A MINIMUM COMPACTION OF 88% (ASHTO T-180) IN PAVED AREAS AND 96% (ASHTO T-180) IN UNPAVED AREAS.                                                                                       |  |
|                                                                                   | 5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1'-10" ABOVE THE PIPE AND AT 5' FEET VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.                                       |  |
|                                                                                   | 6. PIPE WARNING TAPE SHALL BE LOCATED 18 INCHES BELOW FINISH GRADE FOR ALL PIPES. PIPE IDENTIFICATION TAPE SHALL BE PROVIDED ON ALL PIPES.                                                                                                                         |  |
|                                                                                   | 7. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE MINIMUM 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE MINIMUM 1-1/2" BLACK OR BLUE POLYETHYLENE TUBING. POLYBUTYLENE SHALL NOT BE USED.                                                                            |  |
|                                                                                   | 8. ALL WATER SERVICE ENDINGS SHALL BE MARKED BY 2"x4" LUMBER (PRESSURE TREATED). ALL SERVICE SHALL EXTEND 8 INCHES ABOVE GRADE, SECURED TO THE BASE OF THE LUMBER. ALL SERVICES MUST BE ADJUSTED TO FINAL METER BOX LOCATION BY OWNER PRIOR TO METER INSTALLATION. |  |

| POTABLE WATER<br>GENERAL NOTES                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
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|  | <b>PW001-1F</b><br>ISSUED: 2017<br>REVISED: --                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                                                                                     | 4. PIPE DEPTH AND PROTECTION: THE STANDARD MINIMUM COVER FOR WATER DISTRIBUTION SYSTEMS SHALL BE THREE FEET FROM THE TOP OF THE FINISH GRADE. HOWEVER, SHOULD THIS DESIGN NOT BE FEASIBLE, PROTECTIVE CONCRETE SLABS SHALL BE PROVIDED OVER THE PIPE WITHIN THE LIMITS OF THE LESSER COVER, WHERE WATERWAYS, CANALS, DITCHES OR OTHER CUTS ARE CROSSED. DUCTILE IRON PIPE SHALL BE INSTALLED ACROSS AND TO TEN FEET EACH SIDE OF THE BOTTOM. ADDITIONALLY, APPROVED UTILITY CROSSING BIDS SHALL BE PLACED ON THE PIPE ALIGNMENT AT EACH SIDE OF THE CANAL, ETC.                                                                                                                                                                                                                                                                       |  |
|                                                                                     | 5. CONNECTIONS AT STRUCTURE: WHERE PIPES ARE TO EXTEND INTO OR THROUGH STRUCTURES, FLEXIBLE JOINTS ARE TO BE PROVIDED AT THE WALL FACE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|                                                                                     | 6. SPECIAL EXTERIOR PROTECTION FOR CORROSION: EXTRA PROTECTION SHALL BE PROVIDED FOR UNDERGROUND CAST OR DUCTILE IRON PIPE AND FITTINGS WITHIN AREAS OF SEVERE CORROSIVE CONDITIONS. THIS SHALL BE ACCOMPLISHED BY THE INSTALLATION OF POLYETHYLENE ENCASEMENT, THROUGH THE AREA OF CONCERN. THE SOIL TEST EVALUATION TO DETERMINE THE NECESSITY FOR EXTRA PROTECTION IN SUSPECT AREAS SHALL BE AS SET FORTH IN ANSI STANDARD A21.5. ADDITIONALLY, WHERE OTHER EXISTING UTILITIES ARE KNOWN TO BE CATHODICALLY PROTECTED, CAST OR DUCTILE IRON PIPE CROSSING SAID UTILITY SHALL BE INSTALLED PARALLEL TO AND WITHIN TEN FEET OF PROTECTION SHALL ALSO BE PROVIDED. STEEL PIPE SHALL NOT BE INSTALLED IN SEVERE CORROSION AREAS.                                                                                                       |  |
|                                                                                     | 7. AIR VENTING AND BLOWOFFS: WHERE THE WATERMAIN PROFILE IS SUCH THAT AN AIR POCKET OR ENTRAPMENT COULD OCCUR, RESULTING IN FLOW BLOCKAGE, METHODS FOR AIR RELEASE SHALL BE PROVIDED. AIR VENTING CAPABILITIES SHALL BE PROVIDED FOR DISTRIBUTION MAINS BY APPROPRIATELY PLACING FIRE HYDRANTS, BLOWOFFS, OR OTHER MANUAL DEVICES. AT CRITICAL POINTS ON MAJOR MAINS, AUTOMATIC AIR RELEASE ASSEMBLIES SHALL BE INSTALLED. SPECIAL CARE SHALL BE TAKEN TO PRECLUDE ANY CROSS-CONNECTION POSSIBILITY IN THE DESIGN OF AUTOMATIC AIR RELEASE VALVE APPLICATION. ALL DEAD-END WATER MAINS, TEMPORARY OR PERMANENT, SHALL BE EQUIPPED WITH A MANUALLY OPERATED BLOWOFF AT THE TERMINAL.                                                                                                                                                   |  |
|                                                                                     | 8. SERVICE CONNECTIONS: CONNECTIONS TO WATER MAINS FOUR INCHES AND LARGER SHALL BE MADE BY DRILLING THE APPROPRIATE SIZE HOLE AND INSTALLATION OF SERVICE SADDLES, WITH SERVICES TO SMALLER SIZES ACCOMPLISHED BY IN-LINE FITTINGS. A FITTING WITH THE SERVICE LINE EXTENDED TO THE PROPERTY LINE OR BASEMENT LINE, PERPENDICULAR TO SAID LINE, AND TERMINATING WITH A PLUGGED CURB STOP AND METER BOX WITH STANDARD PLUGGED METER BOX WITH CAST IRON LID. CONCRETE BOXES SHALL BE USED IN HIGH TRAFFIC AREAS PENDING METER INSTALLATION. ON CURBED STREETS THE EXACT LOCATION FOR EACH INSTALLED SERVICE SHALL BE MARKED BY ETCHING OR CUTTING A "V" IN THE CONCRETE CURB AND PAINTED BLUE. WHERE NO CURB EXISTS OR IS PLANNED, LOCATIONS SHALL BE ADEQUATELY MARKED BY A ONE-HALF-INCH STEEL REBAR, THREE INCHES BELOW FINAL GRADE. |  |
|                                                                                     | 7.13.4. TESTING.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|                                                                                     | 1. THE CONTRACTOR SHALL PERFORM HYDROSTATIC TESTING OF ALL WATER DISTRIBUTION SYSTEMS, AS SET FORTH IN THE FOLLOWING AND SHALL CONDUCT SAID TESTS IN THE PRESENCE OF REPRESENTATIVES FROM THE CITY AND/OR OTHER AUTHORIZED AGENCIES, WITH 48 HOURS ADVANCE NOTICE PROVIDED, IN WRITING.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|                                                                                     | 2. PIPING AND APPURTENANCES TO BE TESTED SHALL BE WITHIN SECTIONS BETWEEN VALVES, NOT EXCEEDING 2,000 FEET UNLESS ALTERNATE METHODS HAVE RECEIVED PRIOR APPROVAL FROM THE CITY. TESTING SHALL NOT PROCEED UNTIL CONCRETE THRUST BLOCKS ARE IN PLACE AND CURB OR OTHER RESTRAINING DEVICES ARE INSTALLED. ALL PIPING SHALL BE THOROUGHLY CLEANED AND FLUSHED PRIOR TO TESTING TO CLEAR THE LINES OF ALL FOREIGN MATERIAL. WHILE THE PIPING IS BEING FILLED WITH WATER, CARE SHALL BE EXERCISED TO PREVENT THE ESCAPE OF AIR FROM EXTREMITIES OF THE TEST SECTION, WITH ADDITIONAL RELEASE COCKS PROVIDED IF REQUIRED.                                                                                                                                                                                                                  |  |
|                                                                                     | 3. PIPE SECTIONS TO BE PRESSURE TESTED SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE OF 150 PSI FOR A DURATION OF TWO HOURS BY MEANS OF A PUMP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |

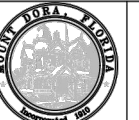
| FIRE HYDRANT<br>COLOR IDENTIFICATION                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
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|  | <b>PW003-1</b><br>ISSUED: 2017<br>REVISED: JAN 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                     | 1. THE CITY INSTALLS THE METER AND DUAL CHECK VALVE(S) IN THE SERVICE BOX. CONTRACTOR SPECIFIES 3/4" OR 1" SIZING FOR THE METER AND DUAL CHECK VALVES.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                                                     | 2. METER SHALL BE INSTALLED BETWEEN SIDEWALK AND CURB AND IN NO CASE SHALL IT BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|                                                                                     | 3. A DUAL CHECK BACKFLOW PREVENTER WILL BE FURNISHED WITH METER BY CITY OF MOUNT DORA ON ALL SINGLE FAMILY SERVICE CONNECTIONS. BACKFLOW PREVENTERS WILL NOT BE SUPPLIED BY THE CITY OF MOUNT DORA ON COMMERCIAL SERVICE CONNECTIONS. BACKFLOW PREVENTER REQUIREMENTS WILL VARY FOR COMMERCIAL CONNECTIONS.                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|                                                                                     | 4. ALL POTABLE WATER SERVICE AND PROPERTIES WITH ALTERNATIVE WATER SYSTEMS (WELL, ETC.) REQUIRE AN ABOVE GROUND BACKFLOW PROTECTION DEVICE ON THE OUTLET SIDE OF THE METER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|                                                                                     | 5. SERVICE LINES SHALL NOT BE LESS THAN METER SIZE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                     | 6. 3/4" - 2" RESIDENTIAL WATER METERS WILL BE PROVIDED BY AND INSTALLED BY CITY OF MOUNT DORA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|                                                                                     | 7.13.5. GENERAL. THIS SECTION SETS FORTH THE GENERAL REQUIREMENTS FOR DESIGN AND INSTALLATION OF WATER DISTRIBUTION SYSTEMS FOR POTABLE WATER SERVICE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                                                     | 7.13.2. DESIGN STANDARDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                                                                                     | 1. REFERENCE: NORMAL FLOW DEMANDS FOR DESIGN SHALL BE CALCULATED ON THE BASIS OF FULL ULTIMATE DEVELOPMENT AS KNOWN, OR PROJECTED, THE AVERAGE DAILY FLOW FOR DOMESTIC USE SHALL BE CALCULATED AT THE MINIMUM RATE OF 136 GALLONS PER DAY PER CAPITA, WITH 3.5 PERSONS PER SINGLE-FAMILY RESIDENCE, AND 2.5 PERSONS PER MULTIFAMILY OR MOBILE HOME DWELLING UNIT. MAXIMUM DAILY ALTERNATING DEMAND TO BE USED FOR DESIGN SHALL BE 1.0 GALLON PER MINUTE (GPM) PER SINGLE-FAMILY RESIDENCE AND 0.7 GPM PER DWELLING UNIT FOR EACH MULTIFAMILY OR MOBILE HOME UNIT. FLOW DEMANDS FOR COMMERCIAL, INDUSTRIAL, OR OTHER SPECIAL DEVELOPMENTS SHALL BE ESTABLISHED FROM EXISTING RECORDS OR BY ESTIMATED PROJECTIONS, USING THE SAVED AVAILABLE DATA. |  |

| WATER SYSTEM CONSTRUCTION GENERAL NOTES                                           |                                                                                                                                                                                                                                                                                                                                |  |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <b>POTABLE WATER<br/>GENERAL NOTES</b>                                                                                                                                                                                                                                                                                         |  |
|                                                                                   | <b>PW001-1B</b><br>ISSUED: 2017<br>REVISED: --                                                                                                                                                                                                                                                                                 |  |
|                                                                                   | 11. ALL POTABLE WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.                                                                                                                                                                                           |  |
|                                                                                   | 12. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE RECLAIMED WATER LINES OR AS APPROVED BY THE CITY.                                                                                                                                                         |  |
|                                                                                   | 13. ALL WATER MAINS SHALL BE NSF APPROVED FOR POTABLE WATER USE, AND HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PIPE OR ENCASEMENT MAY BE USED AS APPROVED BY THE CITY AND FDEP.                                                      |  |
|                                                                                   | 14. ALL WATER MAINS TO BE CLEARED FOR SERVICE SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED, AND METER BOXES MANUALLY GASED FOR SERVICE. IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.                                                                    |  |
|                                                                                   | 15. WATER MAINS SHALL BE PVC AWWA CLASS C-900, MINIMUM C.I. 150 (DR 18) DUCTILE IRON PIPE PRESSURE RATING, STANDARD CEMENT LINER, UNLESS OTHERWISE APPROVED BY THE CITY.                                                                                                                                                       |  |
|                                                                                   | 16. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE CITY PUBLIC WORKS AND "AS-BUILTS" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM. |  |
|                                                                                   | 17. WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S FIRE WATER FLOW CODE AND NFPA 291.                                                                                                                                                                                                                   |  |
|                                                                                   | 18. ALL WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH UPSIDE-DOWN "W" OR BY METAL TABS SET INTO PAVEMENT. VALVES FOR WATER SHALL BE MARKED BY A "V" OR METAL TABS SET INTO THE PAVEMENT. BLOW OFFS SHALL BE MARKED WITH A "B".                                                                            |  |

| POTABLE WATER<br>GENERAL NOTES                                                      |                                                                                                                                                                                                                                                                                                                           |  |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <b>PW001-1G</b><br>ISSUED: 2017<br>REVISED: --                                                                                                                                                                                                                                                                            |  |
|                                                                                     | 133.200                                                                                                                                                                                                                                                                                                                   |  |
|                                                                                     | FOR 150 PSI TEST: L = 0.00165 ND (PVC)                                                                                                                                                                                                                                                                                    |  |
|                                                                                     | FOR 150 PSI TEST: L = 0.00069 SD (DIP)                                                                                                                                                                                                                                                                                    |  |
|                                                                                     | L = ALLOWABLE LEAKAGE IN GALLONS PER HOUR                                                                                                                                                                                                                                                                                 |  |
|                                                                                     | N = NUMBER OF JOINTS IN SECTION TESTED                                                                                                                                                                                                                                                                                    |  |
|                                                                                     | S = LENGTH OF PIPE TESTED, IN FEET                                                                                                                                                                                                                                                                                        |  |
|                                                                                     | D = NOMINAL DIAMETER OF THE PIPE IN INCHES                                                                                                                                                                                                                                                                                |  |
|                                                                                     | P = AVERAGE TEST PRESSURE MAINTAINED DURING THE LEAKAGE TEST IMPOUNDS PER SQUARE INCH GAUGE.                                                                                                                                                                                                                              |  |
|                                                                                     | 4. THE TESTING PROCEDURE SHALL INCLUDE THE CONTINUED APPLICATION OF THE SPECIFIED PRESSURE TO THE TEST SYSTEM, FOR THE TWO-HOUR PERIOD, BY WAY OF A PIPE TAPPING SUPPLY FROM A CONTAINER SUITABLE FOR MEASURING WATER LOSS. THE AMOUNT OF LOSS SHALL BE DETERMINED BY MEASURING THE VOLUME DISPLACED FROM SAID CONTAINER. |  |

| POTABLE WATER SINGLE<br>SERVICE CONNECTION                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
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|  | <b>PW004-1</b><br>ISSUED: 2017<br>REVISED: --                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|                                                                                     | 1. THE CITY INSTALLS THE METER AND DUAL CHECK VALVE(S) IN THE SERVICE BOX. CONTRACTOR SPECIFIES 3/4" OR 1" SIZING FOR THE METER AND DUAL CHECK VALVES.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                                                     | 2. METER SHALL BE INSTALLED BETWEEN SIDEWALK AND CURB AND IN NO CASE SHALL IT BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|                                                                                     | 3. A DUAL CHECK BACKFLOW PREVENTER WILL BE FURNISHED WITH METER BY CITY OF MOUNT DORA ON ALL SINGLE FAMILY SERVICE CONNECTIONS. BACKFLOW PREVENTERS WILL NOT BE SUPPLIED BY THE CITY OF MOUNT DORA ON COMMERCIAL SERVICE CONNECTIONS. BACKFLOW PREVENTER REQUIREMENTS WILL VARY FOR COMMERCIAL CONNECTIONS.                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|                                                                                     | 4. ALL POTABLE WATER SERVICE AND PROPERTIES WITH ALTERNATIVE WATER SYSTEMS (WELL, ETC.) REQUIRE AN ABOVE GROUND BACKFLOW PROTECTION DEVICE ON THE OUTLET SIDE OF THE METER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|                                                                                     | 5. SERVICE LINES SHALL NOT BE LESS THAN METER SIZE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                     | 6. 3/4" - 2" RESIDENTIAL WATER METERS WILL BE PROVIDED BY AND INSTALLED BY CITY OF MOUNT DORA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|                                                                                     | 7.13.5. GENERAL. THIS SECTION SETS FORTH THE GENERAL REQUIREMENTS FOR DESIGN AND INSTALLATION OF WATER DISTRIBUTION SYSTEMS FOR POTABLE WATER SERVICE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                                                     | 7.13.2. DESIGN STANDARDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                                                                                     | 1. REFERENCE: NORMAL FLOW DEMANDS FOR DESIGN SHALL BE CALCULATED ON THE BASIS OF FULL ULTIMATE DEVELOPMENT AS KNOWN, OR PROJECTED, THE AVERAGE DAILY FLOW FOR DOMESTIC USE SHALL BE CALCULATED AT THE MINIMUM RATE OF 136 GALLONS PER DAY PER CAPITA, WITH 3.5 PERSONS PER SINGLE-FAMILY RESIDENCE, AND 2.5 PERSONS PER MULTIFAMILY OR MOBILE HOME DWELLING UNIT. MAXIMUM DAILY ALTERNATING DEMAND TO BE USED FOR DESIGN SHALL BE 1.0 GALLON PER MINUTE (GPM) PER SINGLE-FAMILY RESIDENCE AND 0.7 GPM PER DWELLING UNIT FOR EACH MULTIFAMILY OR MOBILE HOME UNIT. FLOW DEMANDS FOR COMMERCIAL, INDUSTRIAL, OR OTHER SPECIAL DEVELOPMENTS SHALL BE ESTABLISHED FROM EXISTING RECORDS OR BY ESTIMATED PROJECTIONS, USING THE SAVED AVAILABLE DATA. |  |

| WATER SYSTEM CONSTRUCTION GENERAL NOTES                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
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|  | <b>POTABLE WATER<br/>GENERAL NOTES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                                                     | <b>PW001-1C</b><br>ISSUED: 2017<br>REVISED: --                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|                                                                                     | 24. MEGALUGS, SPLIT-RESTRAINED BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON ALL PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPA THRUST RESTRAINT DESIGN GUIDELINES.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                     | 25. WATER VALVES SHALL BE COMPLETELY OPENED BY THE CITY, IN THE PRESENCE OF THE CONTRACTOR, PRIOR TO FINAL ACCEPTANCE OF ANY NEW WATER SYSTEM.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|                                                                                     | 26. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE MAIN NOZZLE SHOULD ALWAYS FACE THE STREET AND BE 18" - 22" ABOVE FINAL GRADE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|                                                                                     | 27. HYDRANT LOCATION AND SPACING SHALL BE AS PER ARTICLE 7.13.2 OF THE LAND DEVELOPMENT CODE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|                                                                                     | 7.13.1. GENERAL. THIS SECTION SETS FORTH THE GENERAL REQUIREMENTS FOR DESIGN AND INSTALLATION OF WATER DISTRIBUTION SYSTEMS FOR POTABLE WATER SERVICE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                                                     | 7.13.2. DESIGN STANDARDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                                                                                     | 1. REFERENCE: NORMAL FLOW DEMANDS FOR DESIGN SHALL BE CALCULATED ON THE BASIS OF FULL ULTIMATE DEVELOPMENT AS KNOWN, OR PROJECTED, THE AVERAGE DAILY FLOW FOR DOMESTIC USE SHALL BE CALCULATED AT THE MINIMUM RATE OF 136 GALLONS PER DAY PER CAPITA, WITH 3.5 PERSONS PER SINGLE-FAMILY RESIDENCE, AND 2.5 PERSONS PER MULTIFAMILY OR MOBILE HOME DWELLING UNIT. MAXIMUM DAILY ALTERNATING DEMAND TO BE USED FOR DESIGN SHALL BE 1.0 GALLON PER MINUTE (GPM) PER SINGLE-FAMILY RESIDENCE AND 0.7 GPM PER DWELLING UNIT FOR EACH MULTIFAMILY OR MOBILE HOME UNIT. FLOW DEMANDS FOR COMMERCIAL, INDUSTRIAL, OR OTHER SPECIAL DEVELOPMENTS SHALL BE ESTABLISHED FROM EXISTING RECORDS OR BY ESTIMATED PROJECTIONS, USING THE SAVED AVAILABLE DATA. |  |
|                                                                                     | 2. WATER DISTRIBUTION SYSTEMS AND/OR WATER MAIN EXTENSIONS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE FIRE PROTECTION REQUIREMENTS OF THE INSURANCE SERVICES OFFICE (NATIONAL BOARD OF FIRE UNDERWRITERS), AS STATED IN THEIR PUBLICATION "GUIDE FOR THE DETERMINATION OF REQUIRED FIRE FLOWS," IF NOT IN CONFLICT WITH THE FOLLOWING:                                                                                                                                                                                                                                                                                                                                                                                             |  |

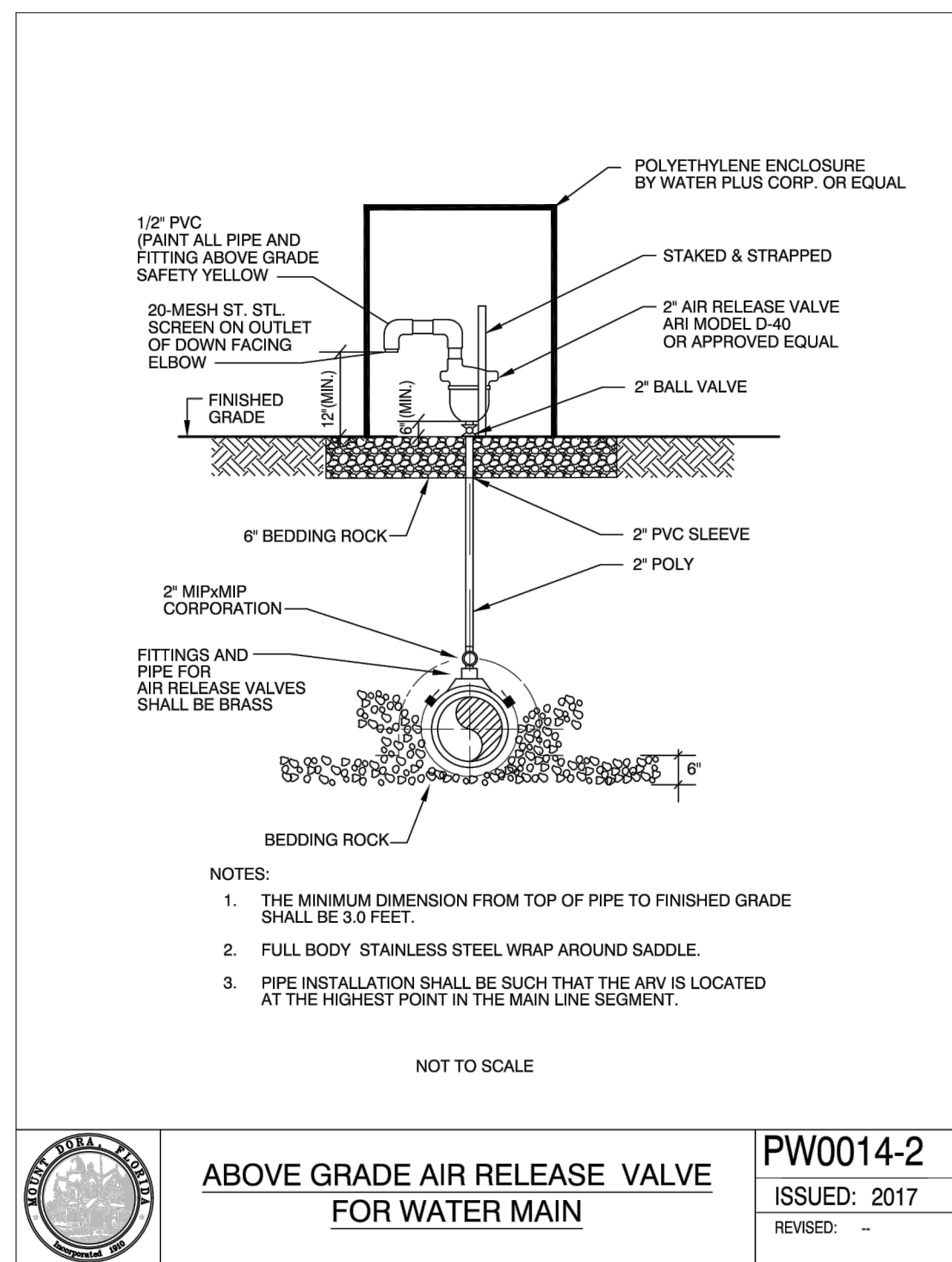
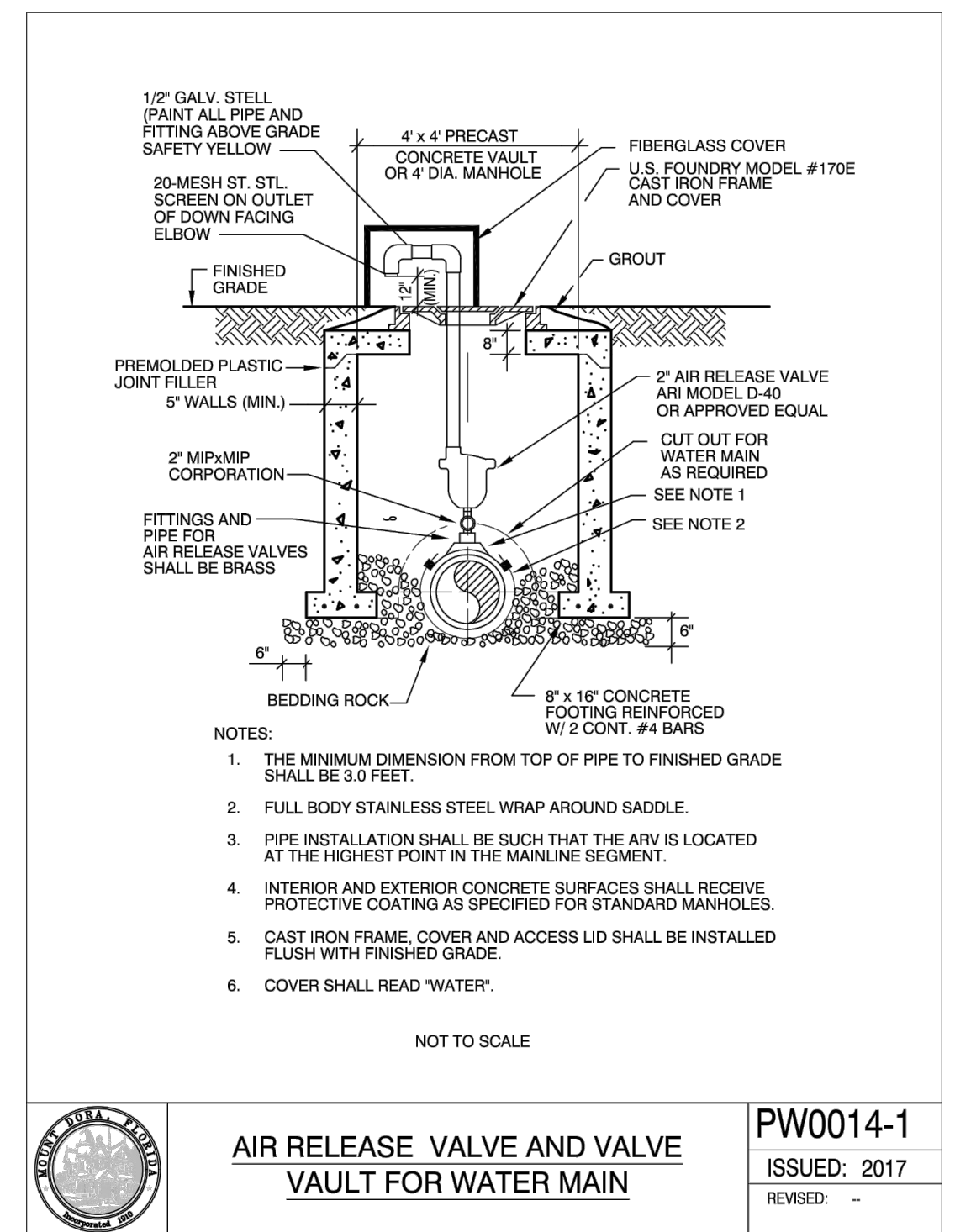
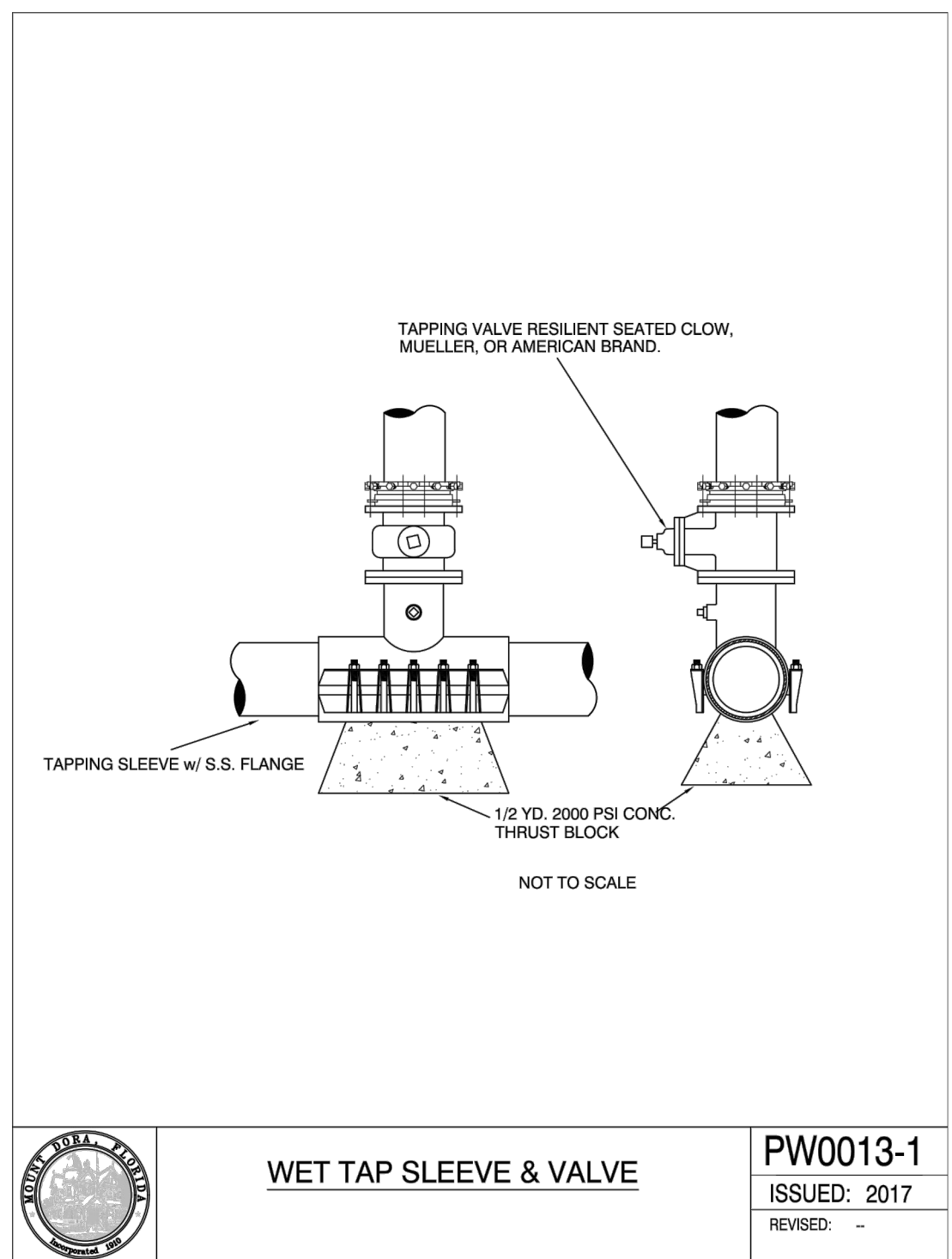
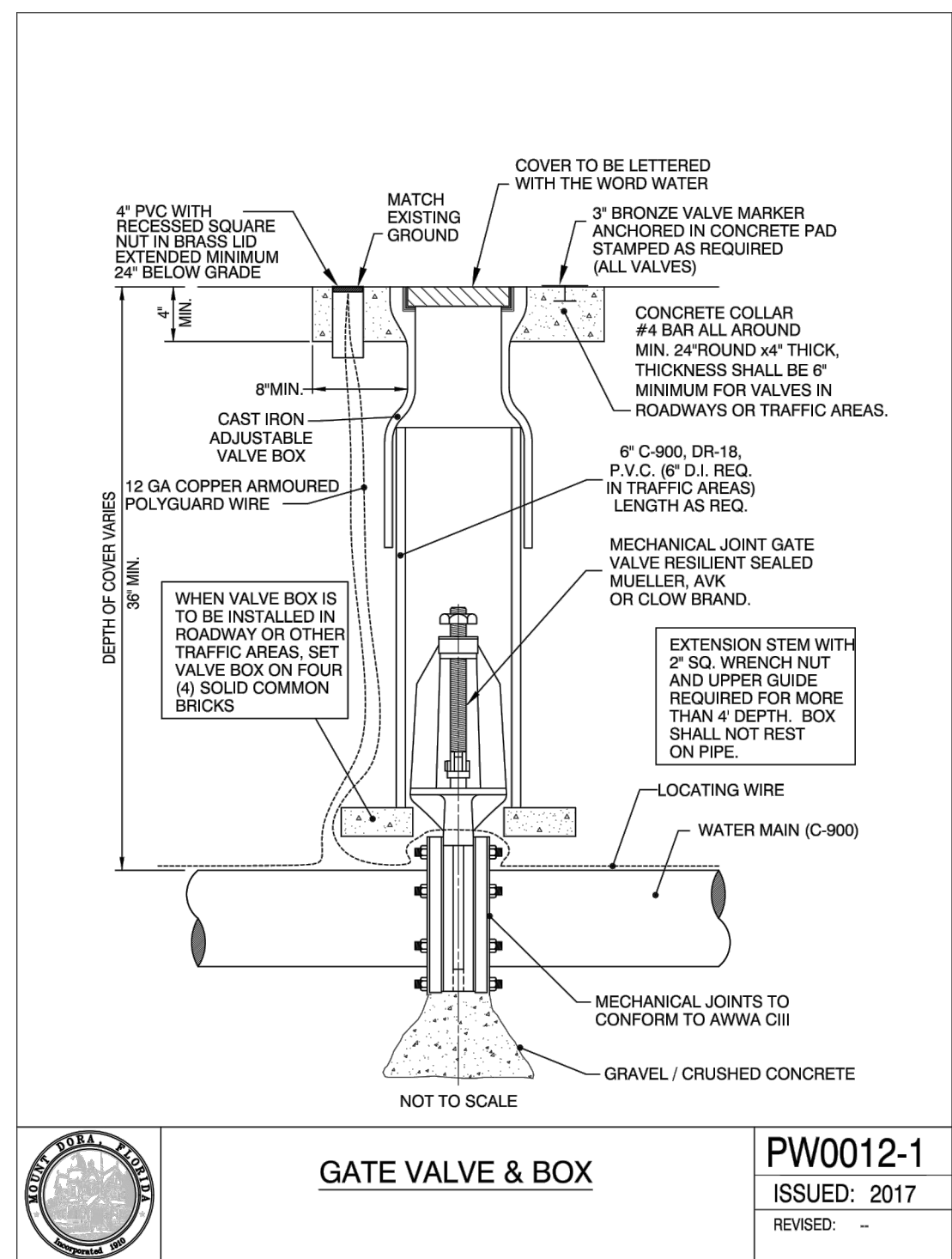
| POTABLE WATER<br>GENERAL NOTES                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <b>PW001-1H</b><br>ISSUED: 2017<br>REVISED: --                                                                                                                                                                                                                                                                                                                                                                                      |  |
|                                                                                       | 3. HYDROSTATIC TESTING SHALL BE PERFORMED AT 150 POUNDS PER SQUARE INCH PRESSURE, UNLESS OTHERWISE APPROVED BY THE CITY, FOR A PERIOD OF NOT LESS THAN TWO HOURS. TESTING SHALL BE IN ACCORDANCE WITH THE APPLICABLE AWWA PROVISIONS FOR PVC-AWWA PUBLICATION M-25 AND FOR DIP-AWWA STANDARD C900, SECTION 4. THE ALLOWABLE RATE OF LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR DETERMINED BY THE FOLLOWING FORMULAS: |  |
|                                                                                       | PVC DIP L - NDP 1/2                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|                                                                                       | 7400 L - SDP 1/2                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|                                                                                       | 133.200                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|                                                                                       | FOR 150 PSI TEST: L = 0.00165 ND (PVC)                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                       | FOR 150 PSI TEST: L = 0.00069 SD (DIP)                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                       | L = ALLOWABLE LEAKAGE IN GALLONS PER HOUR                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                                                       | N = NUMBER OF JOINTS IN SECTION TESTED                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                       | S = LENGTH OF PIPE TESTED, IN FEET                                                                                                                                                                                                                                                                                                                                                                                                  |  |

| POTABLE WATER DOUBLE SERVICE<br>CONNECTION FOR 3/4" & 1" METERS                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <b>PW005-1</b><br>ISSUED: 2017<br>REVISED: --                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|                                                                                       | 1. THE CITY INSTALLS THE METER AND DUAL CHECK VALVE(S) IN THE SERVICE BOX. CONTRACTOR SPECIFIES 3/4" OR 1" SIZING FOR THE METER AND DUAL CHECK VALVES.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                                                       | 2. METER SHALL BE INSTALLED BETWEEN SIDEWALK AND CURB AND IN NO CASE SHALL IT BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|                                                                                       | 3. A DUAL CHECK BACKFLOW PREVENTER WILL BE FURNISHED WITH METER BY CITY OF MOUNT DORA ON ALL SINGLE FAMILY SERVICE CONNECTIONS. BACKFLOW PREVENTERS WILL NOT BE SUPPLIED BY THE CITY OF MOUNT DORA ON COMMERCIAL SERVICE CONNECTIONS. BACKFLOW PREVENTER REQUIREMENTS WILL VARY FOR COMMERCIAL CONNECTIONS.                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|                                                                                       | 4. ALL POTABLE WATER SERVICE AND PROPERTIES WITH ALTERNATIVE WATER SYSTEMS (WELL, ETC.) REQUIRE AN ABOVE GROUND BACKFLOW PROTECTION DEVICE ON THE OUTLET SIDE OF THE METER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|                                                                                       | 5. SERVICE LINES SHALL NOT BE LESS THAN METER SIZE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                       | 6. 3/4" - 2" RESIDENTIAL WATER METERS WILL BE PROVIDED BY AND INSTALLED BY CITY OF MOUNT DORA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|                                                                                       | 7.13.5. GENERAL. THIS SECTION SETS FORTH THE GENERAL REQUIREMENTS FOR DESIGN AND INSTALLATION OF WATER DISTRIBUTION SYSTEMS FOR POTABLE WATER SERVICE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                                                       | 7.13.2. DESIGN STANDARDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                                                                                       | 1. REFERENCE: NORMAL FLOW DEMANDS FOR DESIGN SHALL BE CALCULATED ON THE BASIS OF FULL ULTIMATE DEVELOPMENT AS KNOWN, OR PROJECTED, THE AVERAGE DAILY FLOW FOR DOMESTIC USE SHALL BE CALCULATED AT THE MINIMUM RATE OF 136 GALLONS PER DAY PER CAPITA, WITH 3.5 PERSONS PER SINGLE-FAMILY RESIDENCE, AND 2.5 PERSONS PER MULTIFAMILY OR MOBILE HOME DWELLING UNIT. MAXIMUM DAILY ALTERNATING DEMAND TO BE USED FOR DESIGN SHALL BE 1.0 GALLON PER MINUTE (GPM) PER SINGLE-FAMILY RESIDENCE AND 0.7 GPM PER DWELLING UNIT FOR EACH MULTIFAMILY OR MOBILE HOME UNIT. FLOW DEMANDS FOR COMMERCIAL, INDUSTRIAL, OR OTHER SPECIAL DEVELOPMENTS SHALL BE ESTABLISHED FROM EXISTING RECORDS OR BY ESTIMATED PROJECTIONS, USING THE SAVED AVAILABLE DATA. |  |

| WATER SYSTEM CONSTRUCTION GENERAL NOTES                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <b>POTABLE WATER<br/>GENERAL NOTES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|                                                                                     | <b>PW001-1D</b><br>ISSUED: 2017<br>REVISED: --                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|                                                                                     | B. FIRE FLOWS IN COMMERCIAL, INSTITUTIONAL, INDUSTRIAL AREAS AND APARTMENT OR MULTIFAMILY COMPLEXES, SHALL PROVIDE A MINIMUM OF 1,500 GPM AT A 20 PSI RESIDUAL PRESSURE. LARGER COMMERCIAL/INDUSTRIAL MAJOR SHOPPING CENTERS, SCHOOLS, AND SIMILAR USES SHALL HAVE A FIRE FLOW CAPACITY AS DETERMINED NECESSARY BY THE FIRE DEPARTMENT.                                                                                                                                                                                                                                                                                                                        |  |
|                                                                                     | C. FIRE HYDRANTS: DISTANCE FROM OR SPACING OF FIRE HYDRANTS SHALL BE A MINIMUM OF 600 FEET FROM THE FURTHERMOST POINT OF ANY RESIDENTIAL STRUCTURE OR 100 FEET FROM THE FURTHERMOST POINT OF ANY COMMERCIAL STRUCTURE, AS THE FIRE DEPARTMENT WOULD LAY HOSE OR AS OTHERWISE SPECIFIED BY THE FIRE DEPARTMENT TO MEET DETERMINED WATER FLOW REQUIREMENTS FOR FIRE PROTECTION AND/OR OVERLAP FIRE PROTECTION EFFECTIVENESS. FIRE HYDRANTS SHALL BE CONNECTED TO WATER MAINS OF EIGHT-INCH MAINS IN ALL AREAS. CONNECTION TO DEAD END STUBS ARE ACCEPTABLE, PROVIDED THAT SAID STUBBED WATER MAIN IS NOT LESS THAN EIGHT INCHES AND BE PROVIDED ACCEPTABLE FLOW. |  |
|                                                                                     | D. SYSTEM SIZE COMPUTATION: THE MINIMUM DESIGN FOR WATER DISTRIBUTION SYSTEMS SHALL PROVIDE FOR AT LEAST 100 PERCENT OF THE COMBINED MAXIMUM DAY DEMAND RATE AND REQUIRED FIRE FLOW FOR SAID RATE, WITH SPECIAL PROVISIONS FOR PEAK FLOWS IN EXCESS THEREOF. THE ALLOWABLE MINIMUM SERVICE PRESSURE UNDER SAID DESIGN CONDITION SHALL NOT BE LESS THAN 20 POUNDS PER SQUARE INCH. DESIGN COMPUTATION SHALL BE BY THE "HARTY CROSS" PROCEDURE, OR OTHER APPLICABLE METHODS, AS DICTATED BY THE SYSTEM CONFIGURATION. DESIGN FLOWS AND METHOD OF COMPUTATION SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE CITY.                                                |  |
|                                                                                     | E. VALVE LOCATIONS: VALVES SHALL BE PROVIDED FOR ALL BRANCH CONNECTIONS, LOOP ENDS, FIRE HYDRANT STUBS, OR OTHER LOCATIONS, AS REQUIRED FOR THE SYSTEM TO BE OPERABLE, EASILY MAINTAINED, AND REPAIRED WATER DISTRIBUTION SYSTEM. VALVES ARE TO BE PLACED SO THAT THE MAXIMUM ALLOWABLE LENGTH OF WATER MAIN REQUIRED TO BE SHUT DOWN FOR REPAIR WORK SHALL BE 500 FEET IN COMMERCIAL, INDUSTRIAL OR HIGH-DENSITY RESIDENTIAL DISTRICTS, OR 1,000 FEET IN OTHER AREAS.                                                                                                                                                                                         |  |
|                                                                                     | 7.13.5. DISINFECTING, FOLLOWING THE PRESSURE TESTING, THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM, AND RECEIVE APPROVAL THEREOF FROM THE APPROPRIATE AGENCIES, PRIOR TO PLACING IN SERVICE. ADVANCE NOTICE SHALL BE PROVIDED TO THE CITY BEFORE DISINFECTING PROCEDURES START. THE DISINFECTING SHALL BE ACCOMPLISHED WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD C651, "DISINFECTING WATER MAINS" AND ALL APPROPRIATE AGENCY APPROVALS. COMPUTATION OF THE AMOUNTS OF CHLORINE TO BE USED FOR DISINFECTING SHOULD BE APPROVED BY THE CITY OR ITS ENGINEER CONSULTANT.                                                    |  |
|                                                                                     | 1. CARE SHALL BE TAKEN TO PROVIDE DISINFECTING TO THE TOTAL SYSTEM AND EXTREMITIES SHALL BE CAREFULLY FLUSHED PRIOR TO CHLORINATION. AFTER DISINFECTING AND FINAL FLUSHING HAVE BEEN ACCOMPLISHED, SAMPLES OF WATER FOR BACTERIOLOGICAL ANALYSIS SHALL BE COLLECTED AND SUBMITTED TO AND AS DIRECTED BY THE FLORIDA DEPARTMENT OF HEALTH FOR REVIEW AND APPROVAL. APPROPRIATE APPROVAL AGENCY SHOULD THESE SAMPLES OR SUBSEQUENT SAMPLES PROVE TO BE UNSATISFACTORY, THEN THE PIPING SHALL BE DISINFECTED UNTIL A SUFFICIENT NUMBER OF SATISFACTORY SAMPLES ARE OBTAINED.                                                                                      |  |
|                                                                                     | 2. THE CONTRACTOR SHALL FURNISH ALL EQUIPMENT AND MATERIALS AND PERFORM THE WORK NECESSARY FOR THE DISINFECTING PROCEDURES, INCLUDING ADDITIONAL DISINFECTION AS REQUIRED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|                                                                                     | 3. CONTRACTOR SHALL PROVIDE THE CITY WITH 48 HOURS ADVANCED NOTICE OF DISINFECTING.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |

| POTABLE WATER<br>GENERAL NOTES                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <b>PW001-1I</b><br>ISSUED: 2017<br>REVISED: --                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                       | 7.13.5. DISINFECTING, FOLLOWING THE PRESSURE TESTING, THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM, AND RECEIVE APPROVAL THEREOF FROM THE APPROPRIATE AGENCIES, PRIOR TO PLACING IN SERVICE. ADVANCE NOTICE SHALL BE PROVIDED TO THE CITY BEFORE DISINFECTING PROCEDURES START. THE DISINFECTING SHALL BE ACCOMPLISHED WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD C651, "DISINFECTING WATER MAINS" AND ALL APPROPRIATE AGENCY APPROVALS. COMPUTATION OF THE AMOUNTS OF CHLORINE TO BE USED FOR DISINFECTING SHOULD BE APPROVED BY THE CITY OR ITS ENGINEER CONSULTANT. |  |
|                                                                                       | 1. CARE SHALL BE TAKEN TO PROVIDE DISINFECTING TO THE TOTAL SYSTEM AND EXTREMITIES SHALL BE CAREFULLY FLUSHED PRIOR TO CHLORINATION. AFTER DISINFECTING AND FINAL FLUSHING HAVE BEEN ACCOMPLISHED, SAMPLES OF WATER FOR BACTERIOLOGICAL ANALYSIS SHALL BE COLLECTED AND SUBMITTED TO AND AS DIRECTED BY THE FLORIDA DEPARTMENT OF HEALTH FOR REVIEW AND APPROVAL. APPROPRIATE APPROVAL AGENCY SHOULD THESE SAMPLES OR SUBSEQUENT SAMPLES PROVE TO BE UNSATISFACTORY, THEN THE PIPING SHALL BE DISINFECTED UNTIL A SUFFICIENT NUMBER OF SATISFACTORY SAMPLES ARE OBTAINED.                                   |  |
|                                                                                       | 2. THE CONTRACTOR SHALL FURNISH ALL EQUIPMENT AND MATERIALS AND PERFORM THE WORK NECESSARY FOR THE DISINFECTING PROCEDURES, INCLUDING ADDITIONAL DISINFECTION AS REQUIRED.                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|                                                                                       | 3. CONTRACTOR SHALL PROVIDE THE CITY WITH 48 HOURS ADVANCED NOTICE OF DISINFECTING.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|                                                                                       | 7.13.5. AS-BUILT RECORD DRAWINGS. THE DEVELOPER MUST PROVIDE ONE COMPLETE SET OF MYLARS AND FOUR COMPLETE SETS OF WHITE COPY PRINTS OF "AS-BUILT" RECORDS OF THE PROJECT, SHOWING ACCURATE MEASUREMENTS OF WATER AND SEWER LINES AND STRUCTURES FROM FIXED KNOWN LOCATIONS WITHIN THE DEVELOPMENT. THE AS-BUILT RECORD DRAWINGS SHALL BE SIGNED AND SEALED BY THE PROJECT DESIGN ENGINEER ATTESTING TO THE ACCURACY OF THE LOCATIONS OF THE FACILITIES. "AS-BUILT" RECORD DRAWINGS ARE TO BE PROVIDED BEFORE THE CITY CAN ACCEPT THE IMPROVEMENTS.                                                          |  |
|                                                                                       | 1. THE HYDRANTS ACCEPTABLE TO THE CITY OF MT. DORA SHALL BE EITHER 4-1/2" OR 6" DIAMETER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|                                                                                       | 2. CONCRETE COLLAR AROUND LOWER BARREL OF HYDRANT IN SANDY SOIL OR HYDRANTS CONNECTED TO P.C. MAINS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |



[illegible]

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|                          |                   |                |                |             |                |
|--------------------------|-------------------|----------------|----------------|-------------|----------------|
| KHA PROJECT<br>149786017 | DATE<br>2/10/2023 | SCALE AS SHOWN | DESIGNED BY ST | DRAWN BY ST | CHECKED BY BAS |
|--------------------------|-------------------|----------------|----------------|-------------|----------------|

## CITY UTILITY DETAILS

JUNIPER  
MULTIFAMILY  
TOWNHOMES

SHEET NUMBER  
**C6.3**



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STANDARD CONSTRUCTION DETAIL

GENERAL NOTES: RECLAIMED WATER

RW001-1A

ISSUED: 2017

REVISED: -

RECLAIMED WATER SYSTEM CONSTRUCTION GENERAL NOTES

1. THE CITY'S PUBLIC SERVICES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.

2. DE-WATERING SHALL BE PROVIDED TO KEEP GROUND WATER ELEVATION A MINIMUM OF 6 INCHES BELOW RECLAIMED WATER MAIN SERVICE LID.

3. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.

4. TRENCHES SHALL BE BACK FILLED WITH MATERIAL ACCEPTABLE TO THE CITY, WITH A MINIMUM COMPACTION OF 98% (AASHTO T-99) IN PAVED AREAS AND 95% (AASHTO T-99) IN UNPAVED AREAS.

5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 2 FEET VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, WITH RESULTS PROVIDED TO THE CITY.

6. PIPE WARNING TAPE SHALL BE LOCATED 18 INCHES BELOW FINISH GRADE FOR ALL PIPES. PIPE IDENTIFICATION TAPE SHALL BE PROVIDED ON ALL PIPES.

7. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE MINIMUM 1" POLYETHYLENE TUBING. POLYBUTYLENE SHALL NOT BE ALLOWED. TUBING COLOR SHALL BE PURPLE.

8. ALL WATER SERVICE ENDINGS SHALL BE SECURED BY WIRE TO 2"x4" STAKES, APPROXIMATELY 2' ABOVE GRADE, WITH 1" BRANCHES AT THE GROUND LEVEL, OR MAY BE PLACED IN RECLAIMED WATER METER BOXES AS SUPPLIED BY THE CITY AT THE TIME OF FINAL SUB-DIVISION INSPECTION.

9. RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 1,000 FEET.

10. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS, PROVIDED ADEQUATE DOWNSTREAM VALVING EXISTS.

11. APPROVED WATER VALVE TYPES ARE THE FOLLOWING:

A. BRASS BALL-TYPE VALVE FOR VALVES LESS THAN 2" DIAMETER.

B. STANDARD GATE VALVES 2" TO 12" DIAMETER, RESILIENT SEAT GATE VALVES (AWWA C-509)

C. BUTTERFLY VALVES GREATER THAN 12" DIAMETER (AWWA C-504) ONLY WITH WRITTEN CITY ENGINEER APPROVAL.

D. TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE FOR SIZE ON SIZE STAINLESS STEEL.

12. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE.

13. AS STANDARD PRACTICE, RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.



STANDARD CONSTRUCTION DETAIL

GENERAL NOTES: RECLAIMED WATER

RW001-1B

ISSUED: 2017

REVISED: -

RECLAIMED WATER SYSTEM CONSTRUCTION GENERAL NOTES

12. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE.

13. AS STANDARD PRACTICE, RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.

14. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 30 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS RATING OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.

15. ALL RECLAIMED WATER MAINS TO BE CLEARED FOR SERVICE SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED, AND OTHERWISE TESTED IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.

16. RECLAIMED WATER MAINS SHALL BE PVC AWWA CLASS C-900, MINIMUM CL-150 (DR-18) DUCTILE PIPE PRESSURE CLASS RATING, STANDARD CEMENT LINED, UNLESS OTHERWISE APPROVED BY THE CITY.

17. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE CITY PUBLIC WORKS AND "AS-BUILTS" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.

18. ALL RECLAIMED WATER MAINS AND SERVICE LINES SHALL BE READILY DISTINGUISHABLE BY THEIR PANTENE PURPLE COLOR OR TAPE MARKINGS.

19. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH UPSIDE-DOWN "RW" OR BY METAL TABS SET INTO PAVEMENT. VALVES FOR RECLAIMED WATER SHALL BE MARKED BY A "V" SET INTO THE PAVEMENT.

20. RECLAIM WATER SERVICES SHOULD BE DOUBLE 1-1/2" SERVICES LOCATED AT SIDE LOT LINES, ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIMED WATER SERVICES NEED TO BE OFFSET, 1" SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 5.0 FEET.

21. ALL RECLAIMED WATER HOSE CONNECTIONS, HAND-OPERATED CONNECTIONS AND OUTLETS SHALL BE LOCKABLE CONTAINED IN UNDERGROUND SERVICES VAULTS AND SHALL BE APPROPRIATELY TAGGED OR LABELED TO WARN THE PUBLIC AND EMPLOYEES THAT THE WATER IS NOT INTENDED FOR DRINKING. ALL PIPING SHALL BE COLOR CODED OR OTHERWISE MARKED, TO DIFFERENTIATE RECLAIMED WATER FROM POTABLE OR OTHER WATER.

22. PRIOR TO TAKING ANY RECLAIMED WATER LINES OUT OF SERVICE, THE CONTRACTOR SHALL NOTIFY THE CITY AND AFFECTED CUSTOMERS, IN WRITING, 48-HOURS PRIOR TO SHUTDOWN WITH CITY APPROVAL.



RECLAIMED WATER

SINGLE SERVICE CONNECTION

RW002-1

ISSUED: 2017

REVISED: -

PLAN

PROFILE

NOTES:

1. SERVICE BOX SHALL BE DFW QUALITY PRODUCTS NDS 1200 \*RR, LAVENDER IN COLOR.

2. 3" MIN BETWEEN TEE AND 3/4" BALL VALVE IN VALVE BOX.

3. CASING OF SERVICE LINE IS REQUIRED UNDER PAVEMENT, USE SCH 40 PVC PIPE.

4. 3/4" - 1" RECLAIMED WATER METERS SHALL BE NEPTUNE MODEL T-10 AND SHALL BE INSTALLED BY THE CITY.



RECLAIMED WATER

DOUBLE SERVICE CONNECTION

RW003-1

ISSUED: 2017

REVISED: -

PLAN - DOUBLE SERVICE

TYPICAL SECTION

NOTES:

1. 3/4" - 1" RECLAIMED WATER METERS SHALL BE NEPTUNE MODEL T-10 AND SHALL BE INSTALLED BY THE CITY.



RECLAIMED WATER

MASTER METER ASSEMBLY

RW004-1

ISSUED: 2017

REVISED: -

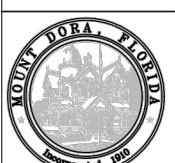
NOTES:

1. IRRIGATION METERS SHALL BE NEPTUNE HP TURBINE METERS WITH STRAINER.

2. METERS UP TO AND INCLUDING 2" TO BE PURCHASED FROM THE CITY.

3. LARGER THAN 2" TO BE APPROVED BY CITY ENGINEER & PURCHASED BY OWNER.

4. METERS TO BE INSTALLED ABOVE GROUND.



RECLAIMED WATER COMMERCIAL

SINGLE SERVICE CONNECTION

RW005-1

ISSUED: 2017

REVISED: -

PLAN

PROFILE

NOTES:

1. SERVICE BOX SHALL BE DFW QUALITY PRODUCTS NDS 1200 \*RR, LAVENDER IN COLOR.

2. METER SHALL BE INSTALLED BETWEEN SIDEWALK AND CURB AND IN NO CASE SHALL IT BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.

3. SERVICE LINES SHALL NOT BE LESS THAN METER SIZE.

4. CASING OF SERVICE LINES IS REQUIRED UNDER PAVEMENT, USE SCH 40 PVC PIPE.

5. 1" - 2" RECLAIMED WATER METERS SHALL BE NEPTUNE MODEL T-10 AND SHALL BE INSTALLED BY THE CITY.

6. RECLAIMED WATER METERS 2" AND LARGER SHALL BE NEPTUNE HP TURBINE METERS WITH STRAINERS.



RECLAIMED WATER

REQUIRED WARNING SIGNS

RW006-1

ISSUED: 2017

REVISED: -

IRrigation Systems

Storage Ponds & Lakes

"Do Not Drink"

"No Bebar"

"Do Not Drink"

"Do Not Swim"

"No Bebar"

"No Nadar"

JUNIPER

MULTIFAMILY

TOWNHOMES

CITY UTILITY DETAILS

KHA PROJECT

149786017

DATE

2/10/2023

SCALE

AS SHOWN

DESIGNED BY

ST

DRAWN BY

ST

CHECKED BY

BAS

SHEET NUMBER

C6.4

REVISIONS

1/10/23 CEF

Kimley»Horn

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PER CITY OF MOUNT DORA COMMENTS

1/10/23 CEF

No.

DATE

BY

April 18, 2023 Regular Session Agenda Packet

Page 718 of 842



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STORM DRAINAGE CONSTRUCTION NOTES

1. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE UNLESS APPROVED BY THE CITY ENGINEER.

2. STORM DRAINAGE PIPES SHALL BE A MINIMUM OF FIFTEEN (15) INCH DIAMETER (15" FOR SHORT LATERAL RUNS ONLY - UP TO 75 FEET; ALL OTHERS, 18" MINIMUM) OR EQUIVALENT AND BE DESIGNED IN ACCORDANCE WITH THE FDOT DRAINAGE MANUAL.

3. ALL PIPE TERMINUS SHALL BE MITERED END SECTIONS UNLESS A HEADWALL IS APPROVED FOR RESTRICTED LOCATIONS.

4. UNLESS OTHERWISE NOTED, ALL STRUCTURES SHALL MEET FDOT STANDARDS.

5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRE-CAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE, CHANGE IN PIPE DIRECTION, OR PIPE MATERIAL.

6. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF PER FOOT DRAINAGE MANUAL.

7. MAXIMUM DISTANCES BETWEEN INLETS AND/OR MANHOLES:

| PIPE SIZE<br>(INCHES) | LENGTH RUN<br>(FEET) |
|-----------------------|----------------------|
| 15                    | 75 *                 |
| 18                    | 150                  |
| 24                    | 250                  |
| 30                    | 300                  |
| 36                    | 300                  |
| 42                    | 400                  |
| 54 or greater         | 500                  |

8. ALL SWALES, DITCHES MAXIMUM SIDE AND BACK SLOPES MUST NOT BE GREATER THAN 3 TO 1.

9. NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.

10. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.

11. WHEN A POND IS INCORPORATED WITHIN A SUBDIVISION, THE POND SHALL BE ON A SEPARATE TRACT, OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. WHERE SUCH PONDS EXIST AND ARE BOUNDED IN WHOLE OR IN PART BY STREETS, A STRIP OF LAND NOT LESS THAN FIFTEEN (15) FEET WIDE ABUTTING SUCH STREET RIGHT-OF-WAY SHALL BORDER THE POND.

STORMWATER  
GENERAL NOTES

ST0001-1A

ISSUED: 2017

REVISED: --

PLAN

ASPHALT (TYP)

BACK OF CURB

JOIN TO CURB

PROVIDE CAST IN PLACE CONCRETE ENERGY DIFFUSING RIS IN 4" CHEVRON PATTERN WITH OVERLAP (MINIMUM HEIGHT OF 3")

WVF REINF @ 6"x6" - 10'10"

COMPACTED GRAVEL

MINIMUM DEPTH OF 6" THICK TOE PROTECTION

NOTES:

1. DRAINAGE FLUME SHALL EXTEND DOWN TO THE BOTTOM OF THE POND OR SWALE.

2. TO BE USED ON GRADUAL SLOPES OF 4:1 OR LESS.

DRAINAGE FLUME

ST0005-1

ISSUED: 2017

REVISED: --

STORM DRAINAGE CONSTRUCTION NOTES

12. POND INFLOW AND OUTLET STRUCTURES SHALL BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.

13. SOIL EROSION CONTROL MEASURES, IN CONFORMANCE WITH THE FLORIDA STORMWATER, EROSION AND SEDIMENT CONTROL INSPECTORS MANUAL AND SATISFACTORY WITH THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.

14. THE DEVELOPER MUST SUBMIT A DRAINAGE REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS, BOTH DURING CONSTRUCTION AND AFTER COMPLETION. THE CITY ENGINEER MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.

15. ADEQUATE MAINTENANCE EASEMENTS OR RIGHT-OF-WAY AS APPROVED BY THE CITY ENGINEER SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF PONDS. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON ALL FINAL DEVELOPMENT PLANS.

16. DEVELOPMENT PLANS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, AND 100 YEAR HIGH WATER LEVELS.

17. RETENTION/DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DE-WATERING IS NOT REQUIRED.

18. THE ENGINEER OF RECORD IS REQUIRED TO OBTAIN, AND PROVIDE EVIDENCE OF, ANY AND ALL DE-WATERING PERMITS, SJRWMD PERMITS, EXEMPTION LETTERS, NPDES PERMITS, AND/OR ANY OTHER PERMITS THAT MAY BE REQUIRED, PRIOR TO SITE PLAN APPROVAL.

19. CULVERTS CROSSING RIGHT-OF-WAYS SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY.

STORMWATER  
GENERAL NOTES

ST0001-1B

ISSUED: 2017

REVISED: --

NOTES:

THE SIDE SLOPES OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED AND MAINTAINED WITH AS FLAT A SLOPE AS POSSIBLE. WITH APPROVAL FROM THE CITY ENGINEER, SLOPES UP TO THREE (3) HORIZONTAL TO ONE (1) VERTICAL, ARE ACCEPTABLE, PROVIDED SOIL CONDITIONS ARE SUITABLE TO SUSTAIN ADEQUATE PLANT GROWTH AND TO CONTROL EROSION, AS CERTIFIED BY THE ENGINEER OF RECORD. RETENTION/DETENTION PONDS SHALL BE ENCLOSED WITH A GATED, SIX-FOOT-HIGH, FENCE WITH THE FOLLOWING EXCEPTIONS:

(1) WHERE THE MAXIMUM DESIGN WATER DEPTH IS LESS THAN TWO (2) FEET; AND/OR

(2) WHERE THE DETENTION FACILITY IS PART OF A LANDSCAPED AREA OR CONSERVATION SCHEME, AND, THE SIDE SLOPES TO WATER DEPTH OF THREE (3) FEET ARE CONSTRUCTED AND MAINTAINED AT A MAXIMUM SLOPE OF AT LEAST SIX HORIZONTAL TO ONE VERTICAL (6:1)

ESMT/  
R/W

15' MIN.

4" MIN.

SOD

1 1/2" MIN.  
6:1 MAX.

MAX. SLOPE 1  
=>4:1

DESIGN HIGH WATER LEVEL FOR DRY POND

SOD

BOTTOM OF DRY POND

DRY RETENTION POND

ST0002-1

ISSUED: 2017

REVISED: --

NOTES:

THE SIDE SLOPES OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED AND MAINTAINED WITH AS FLAT A SLOPE AS POSSIBLE. WITH APPROVAL FROM THE CITY ENGINEER, SLOPES UP TO TWO (2) HORIZONTAL TO ONE (1) VERTICAL, ARE ACCEPTABLE, PROVIDED SOIL CONDITIONS ARE SUITABLE TO SUSTAIN ADEQUATE PLANT GROWTH AND TO CONTROL EROSION, AS CERTIFIED BY THE ENGINEER OF RECORD. RETENTION/DETENTION PONDS SHALL BE ENCLOSED WITH A GATED, SIX-FOOT-HIGH, FENCE WITH THE FOLLOWING EXCEPTIONS:

(1) WHERE THE MAXIMUM DESIGN WATER DEPTH IS LESS THAN TWO (2) FEET; AND/OR

(2) WHERE THE DETENTION FACILITY IS PART OF A LANDSCAPED AREA OR CONSERVATION SCHEME, AND, THE SIDE SLOPES TO WATER DEPTH OF THREE (3) FEET ARE CONSTRUCTED AND MAINTAINED AT A MAXIMUM SLOPE OF AT LEAST SIX HORIZONTAL TO ONE VERTICAL (6:1)

ESMT/  
R/W

15' MIN.

4" MIN.

SOD

1 1/2" MIN.  
6:1 MAX.

WET POND -  
EDGE OF WATER

1 SLOPE  
=>6

2 MIN

MAX. SLOPE 1  
=>4:1

DESIGN HIGH WATER LEVEL

PERMANENT  
POOL  
4" MIN.  
12" MAX.

15' MAX.

WET RETENTION -  
DETENTION POND

ST0003-1

ISSUED: 2017

REVISED: --

TYPICAL SECTION

MAX. SLOPE 1  
=>4:1 HV

15' MIN.

1" FREE BOARD

HIGH WATER ELEVATION, HWE

DEPTH

ELEVATION

NATURAL GROUND

\* GREATER WIDTHS OR OTHER PROTECTION MAY BE REQUIRED

NOTES:

THE SIDE SLOPES OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED AND MAINTAINED WITH AS FLAT A SLOPE AS POSSIBLE. WITH APPROVAL FROM THE CITY ENGINEER, SLOPES UP TO TWO (2) HORIZONTAL TO ONE (1) VERTICAL, ARE ACCEPTABLE, PROVIDED SOIL CONDITIONS ARE SUITABLE TO SUSTAIN ADEQUATE PLANT GROWTH AND TO CONTROL EROSION, AS CERTIFIED BY THE ENGINEER OF RECORD. RETENTION/DETENTION PONDS SHALL BE ENCLOSED WITH A GATED, SIX-FOOT-HIGH, FENCE (REFER TO CITY LDC 3.44.2 FOR MATERIAL), WITH THE FOLLOWING EXCEPTIONS:

(1) WHERE THE MAXIMUM DESIGN WATER DEPTH IS LESS THAN TWO (2) FEET; AND/OR

(2) WHERE THE DETENTION FACILITY IS PART OF A LANDSCAPED AREA OR CONSERVATION SCHEME, AND, THE SIDE SLOPES TO WATER DEPTH OF THREE (3) FEET ARE CONSTRUCTED AND MAINTAINED AT A MAXIMUM SLOPE OF AT LEAST SIX HORIZONTAL TO ONE VERTICAL (6:1)

STORMWATER POND OR  
SWALE ADJACENT TO  
PEDESTRIAN WALKWAY

ST0004-1

ISSUED: 2017

REVISED: --

Kimley»Horn

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

KHA PROJECT  
149786017

DATE  
2/10/2023

SCALE AS SHOWN

DESIGNED BY ST

DRAWN BY ST

CHECKED BY BAS

CITY UTILITY DETAILS

JUNIPER  
MULTIFAMILY  
TOWNHOMES

SHEET NUMBER  
C6.5

PER CITY OF MOUNT DORA COMMENTS  
1/10/23 CEF

REVISIONS

DATE

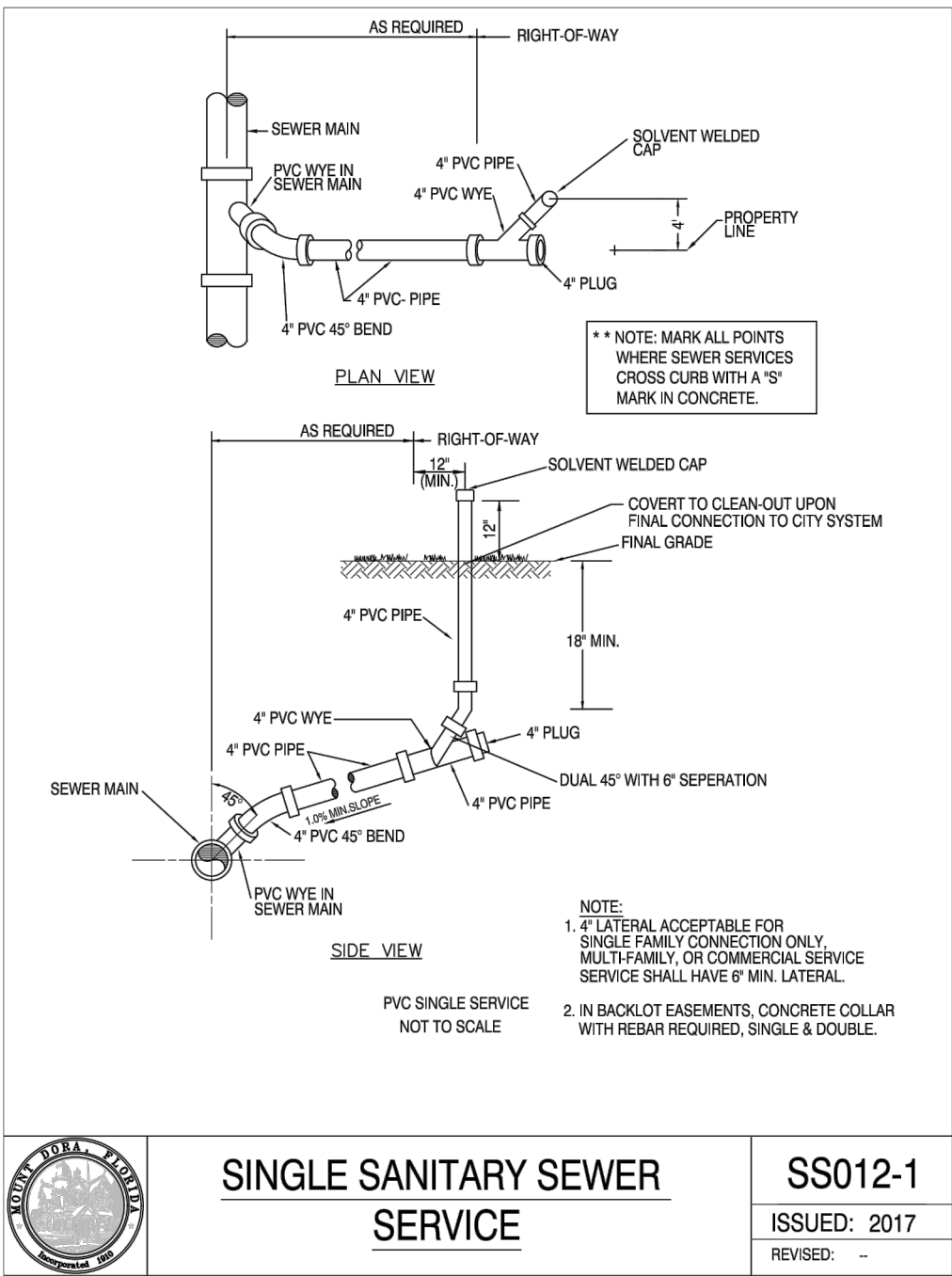
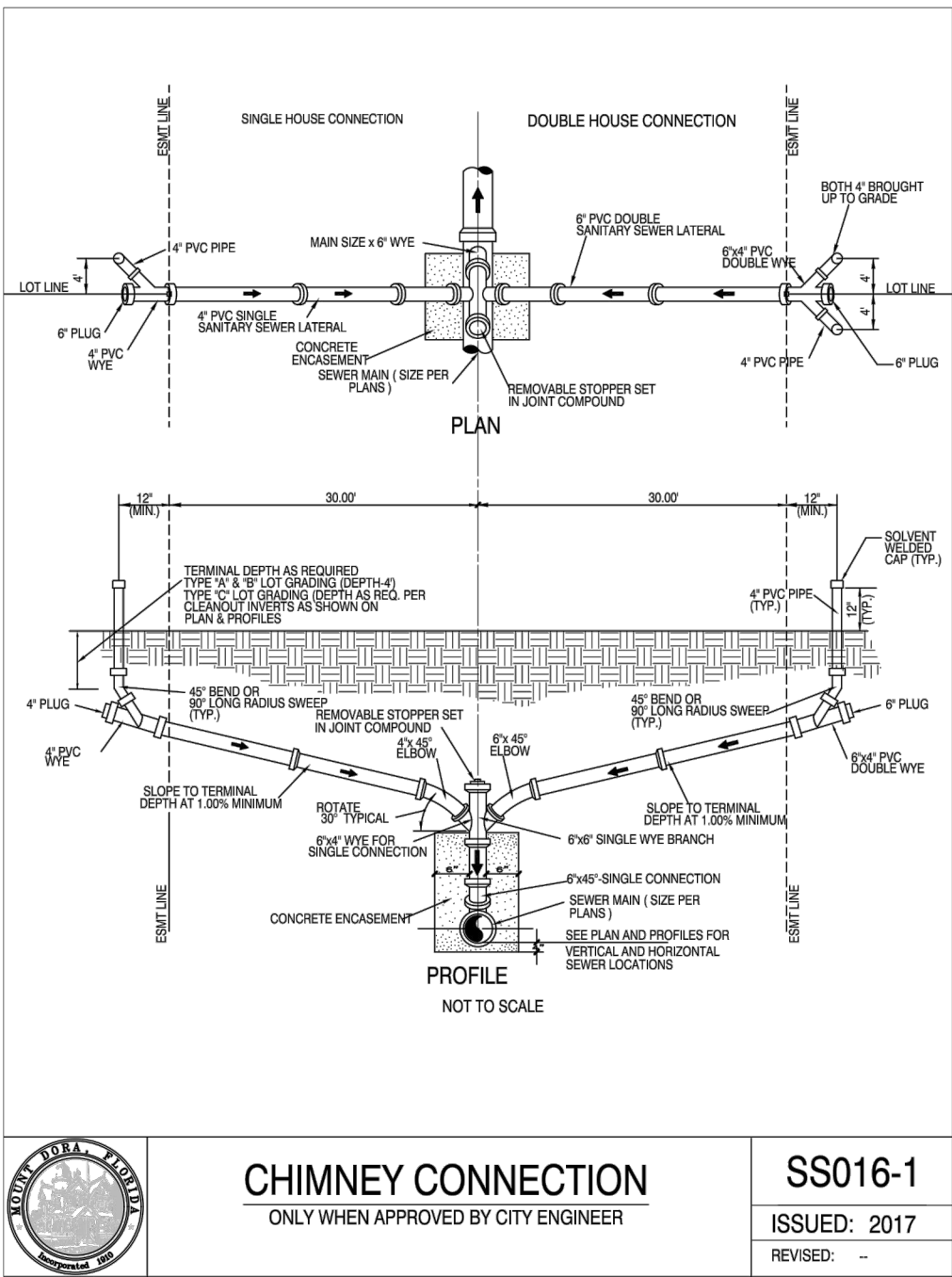
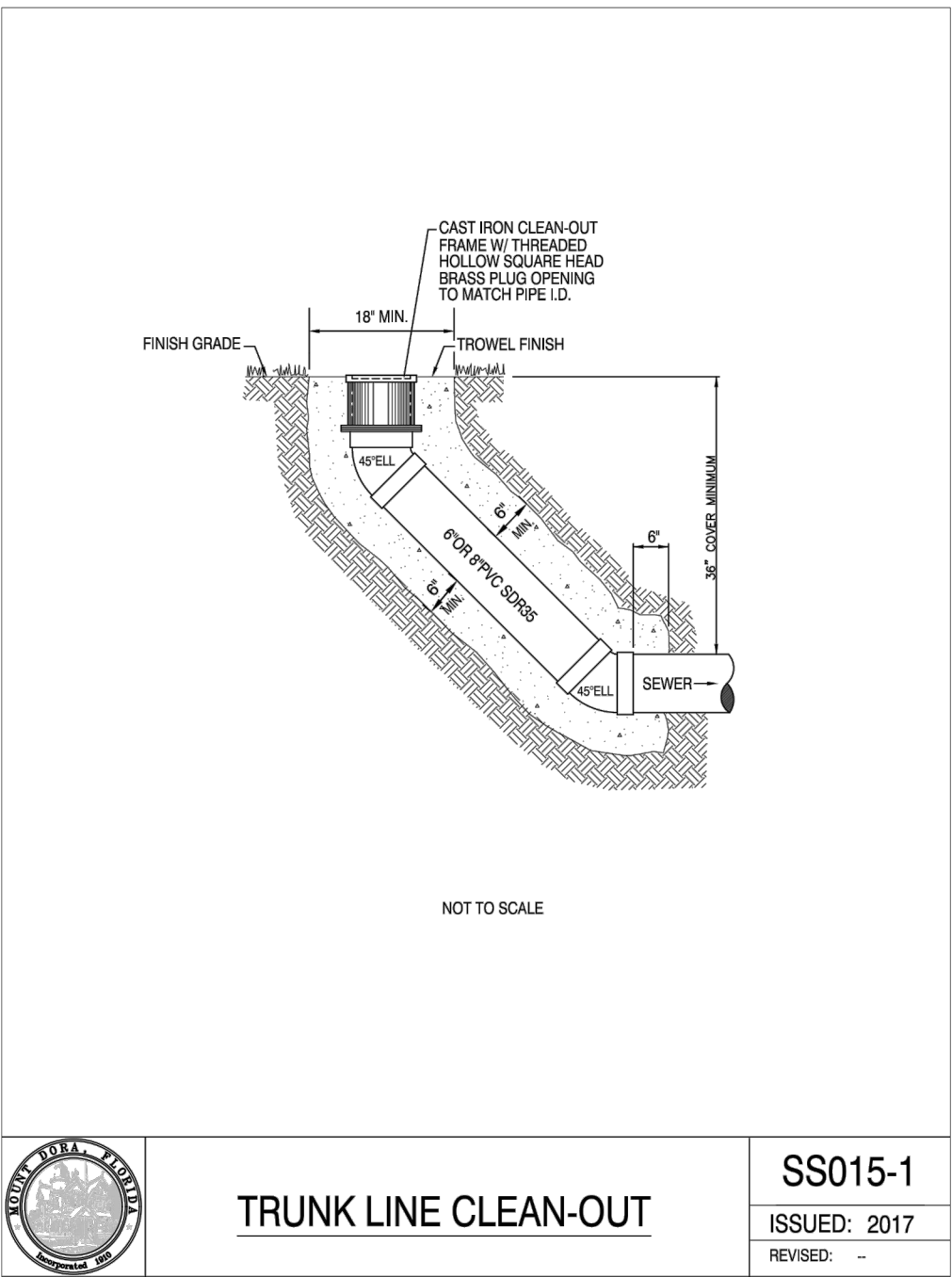
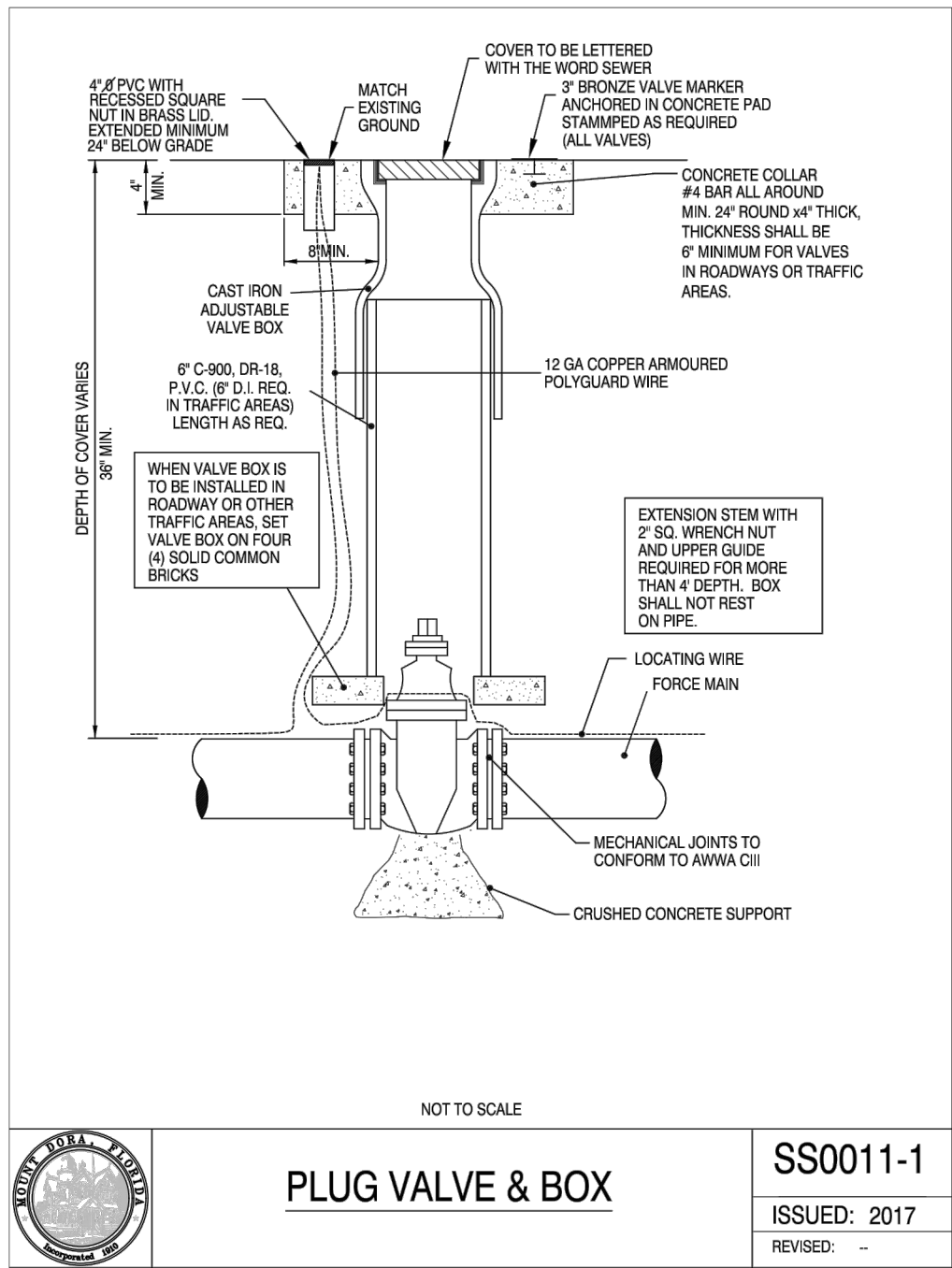
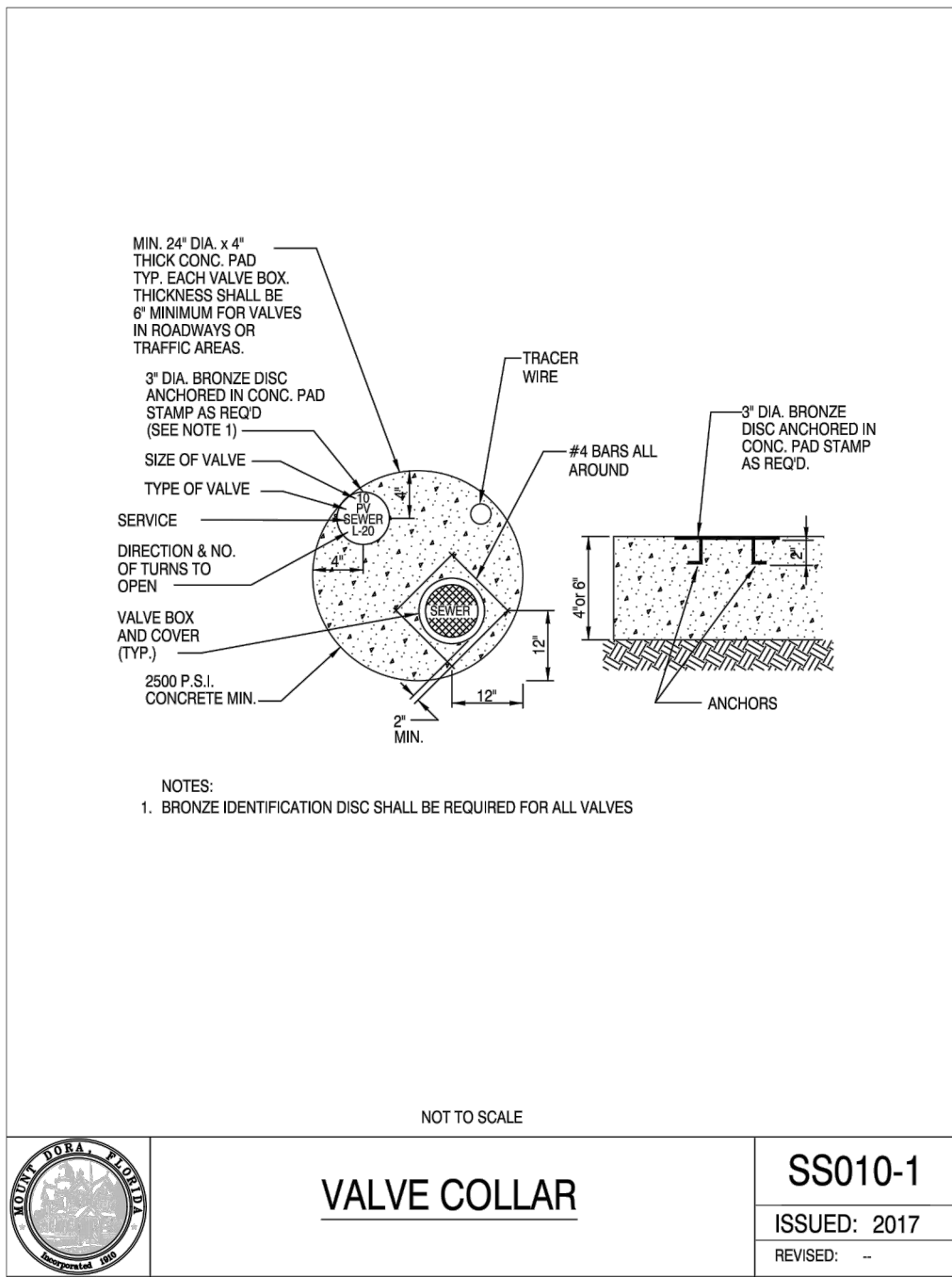
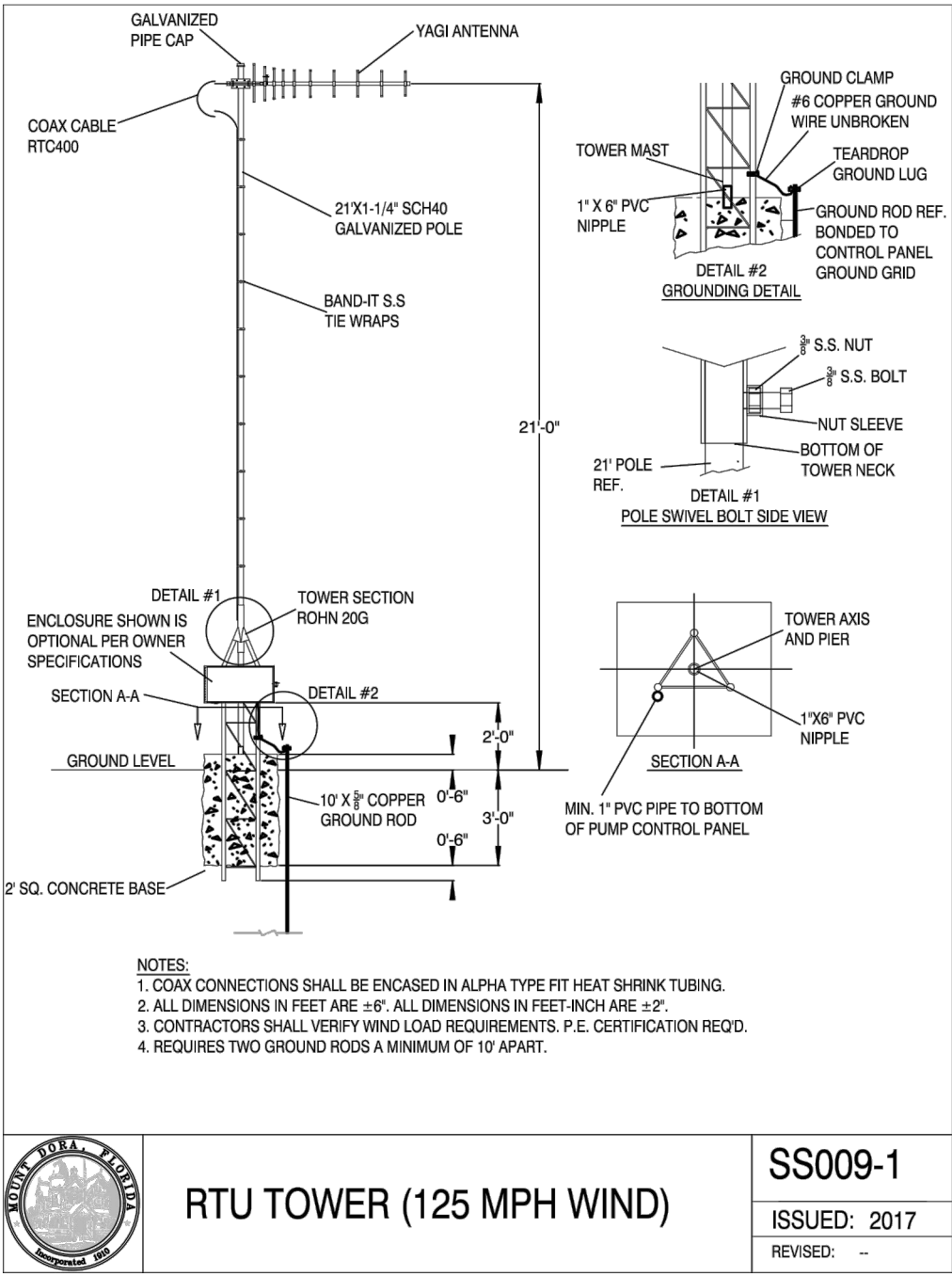
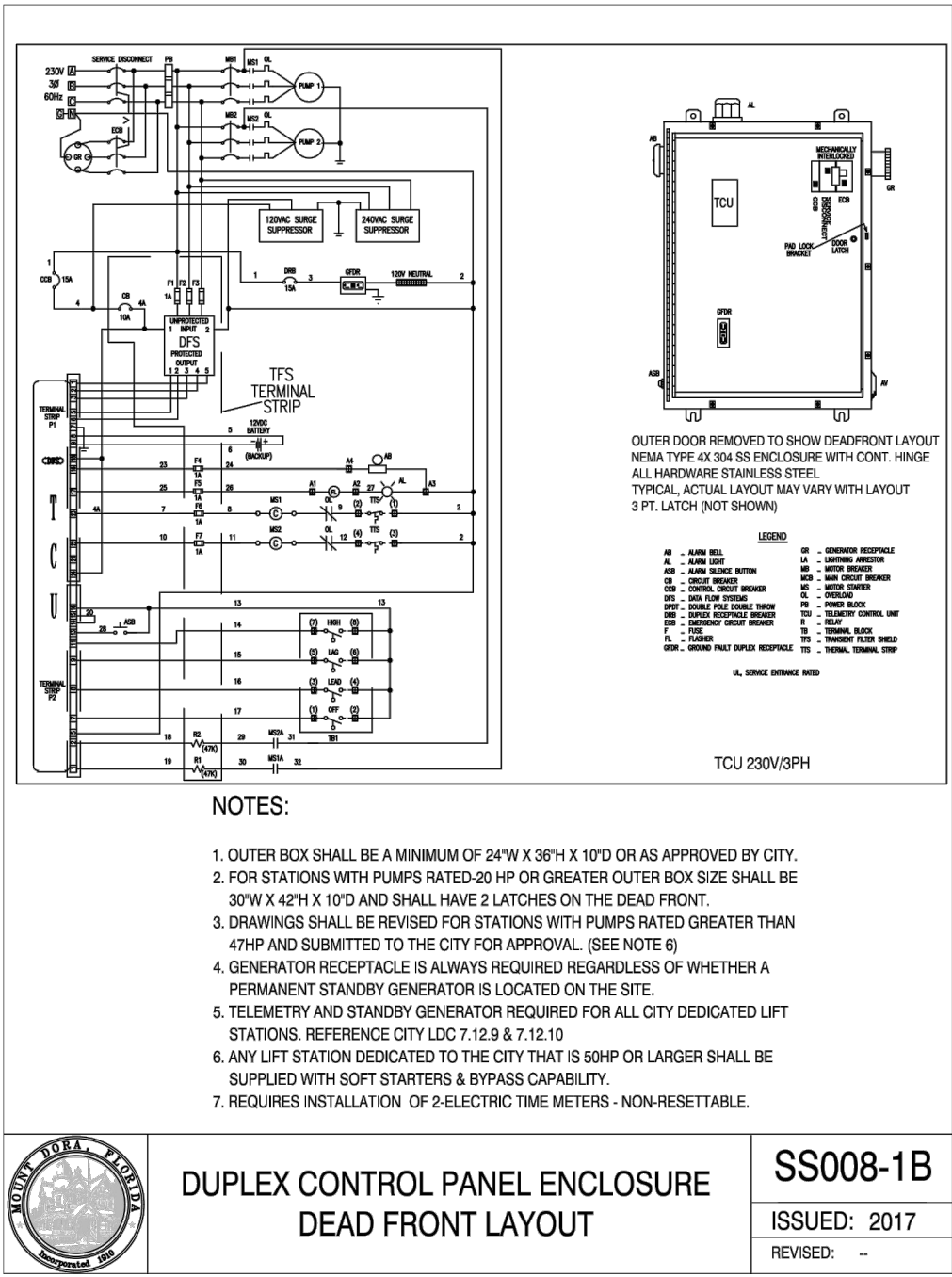
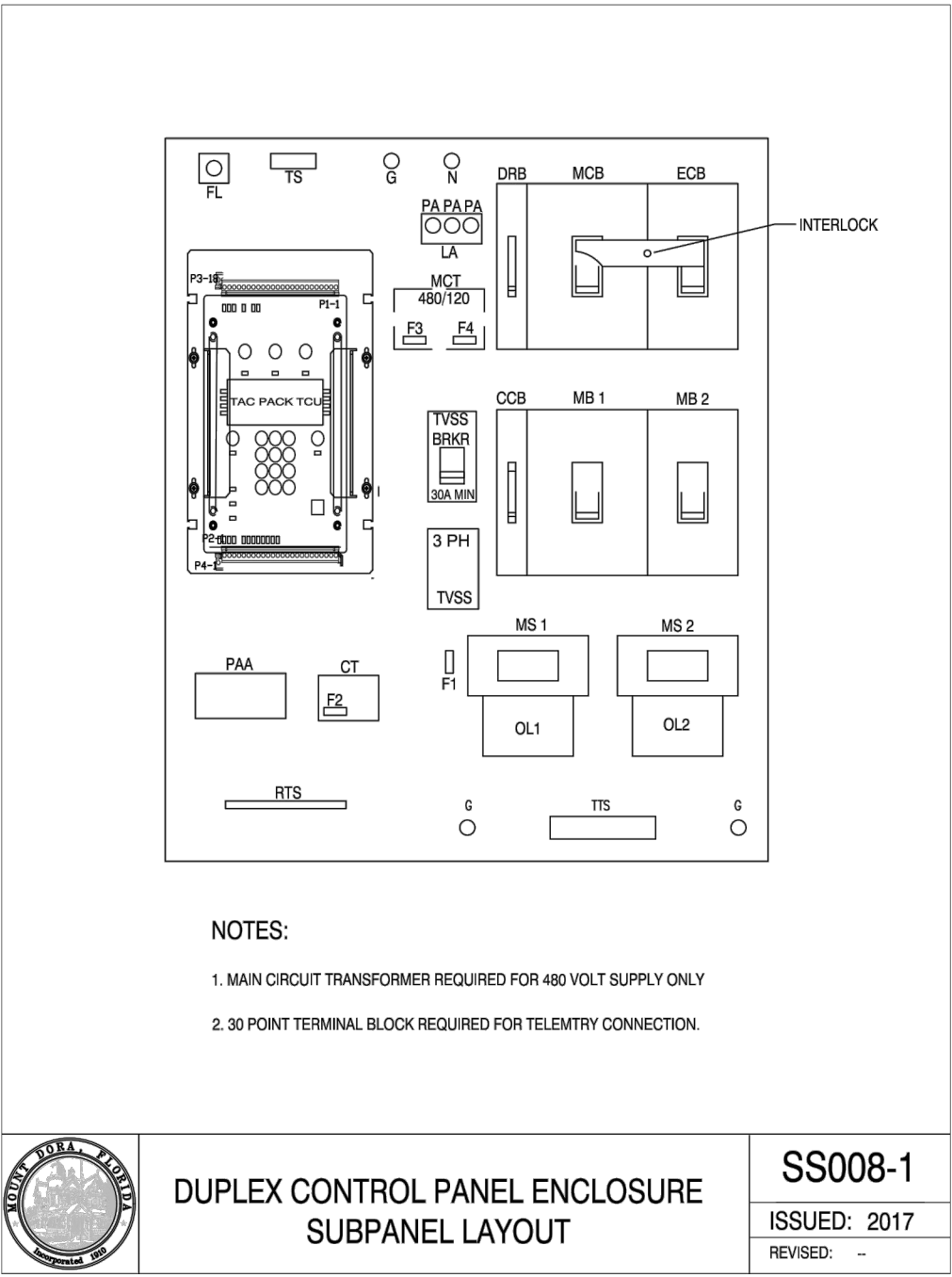
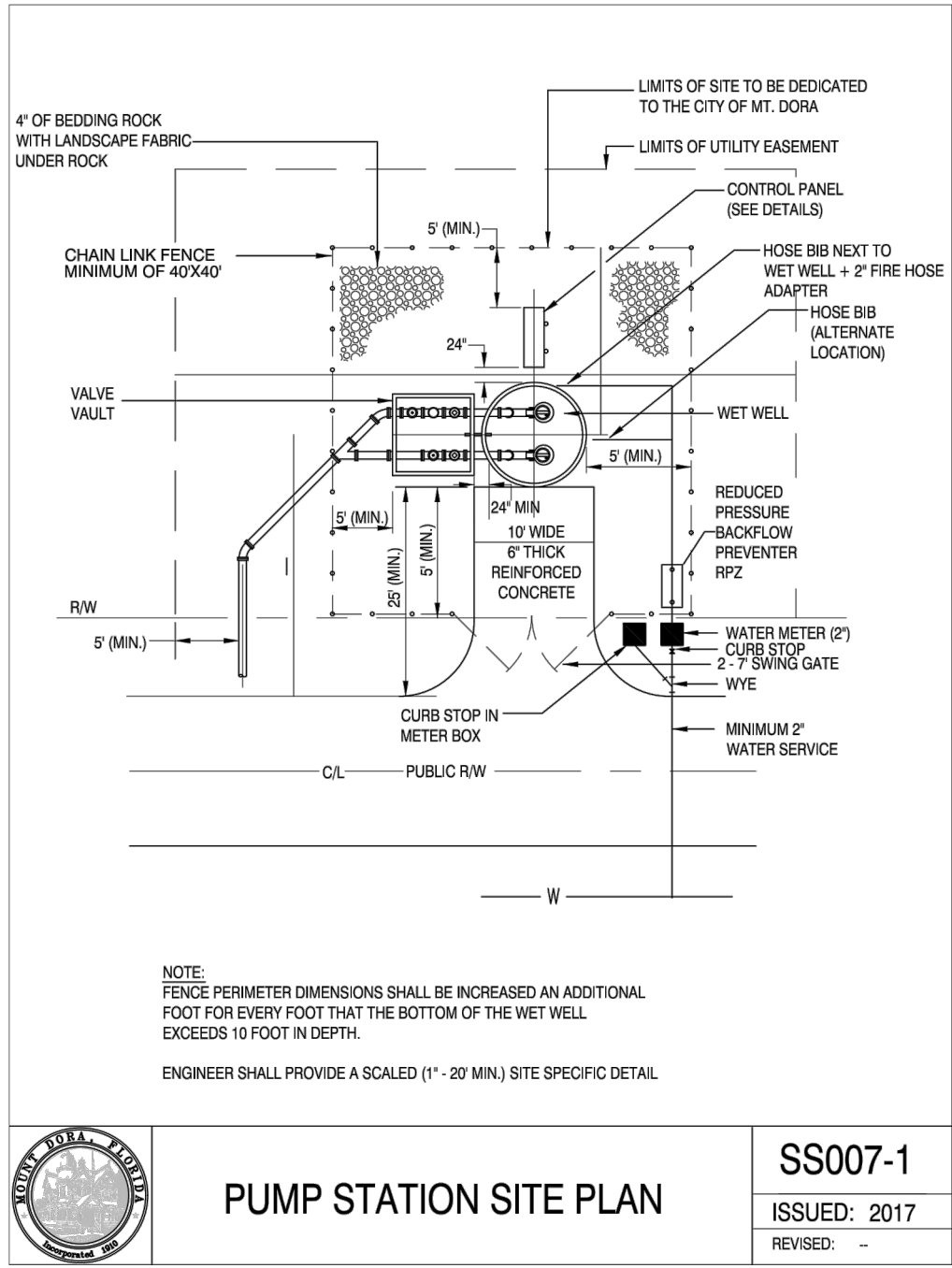
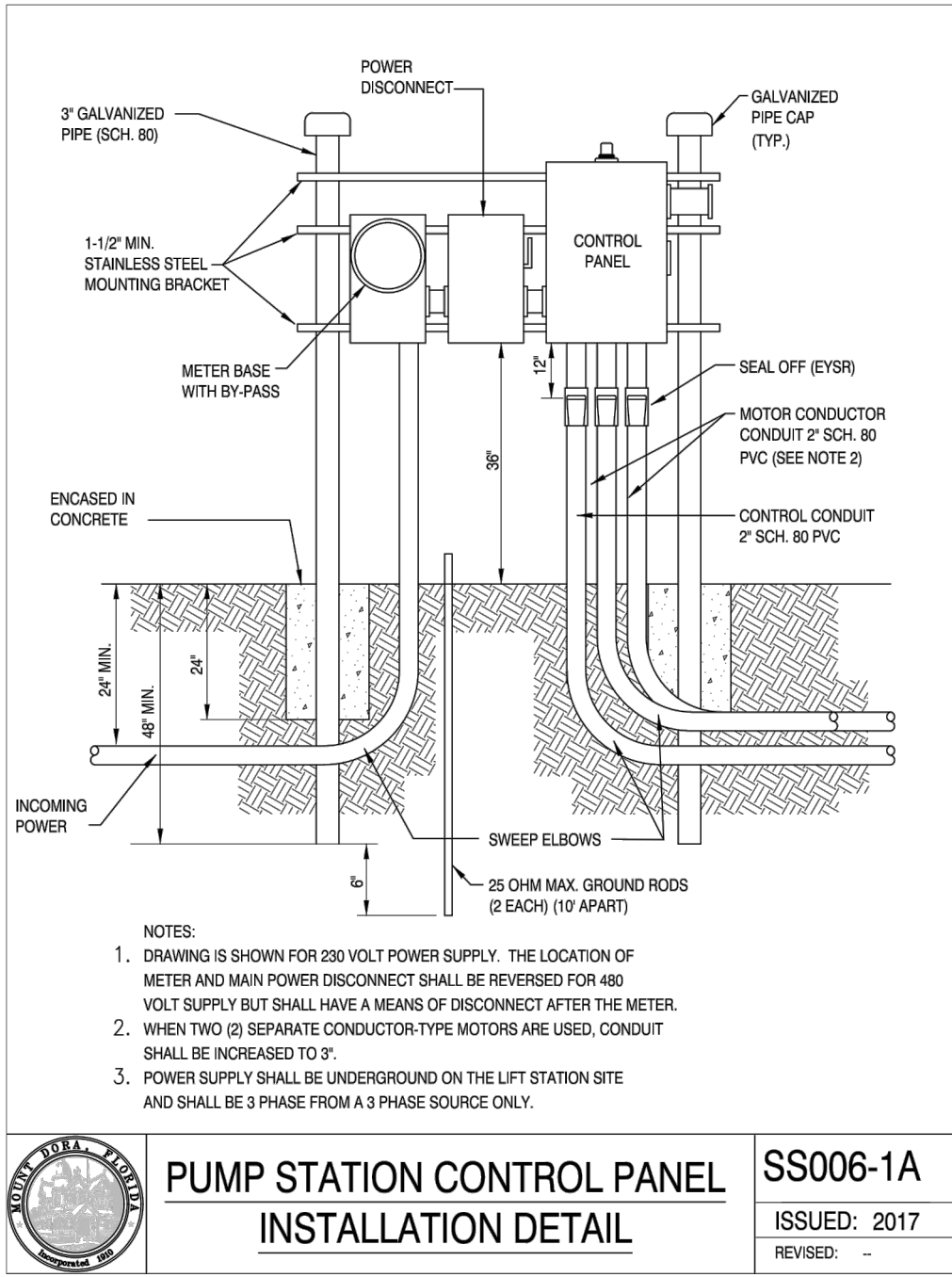
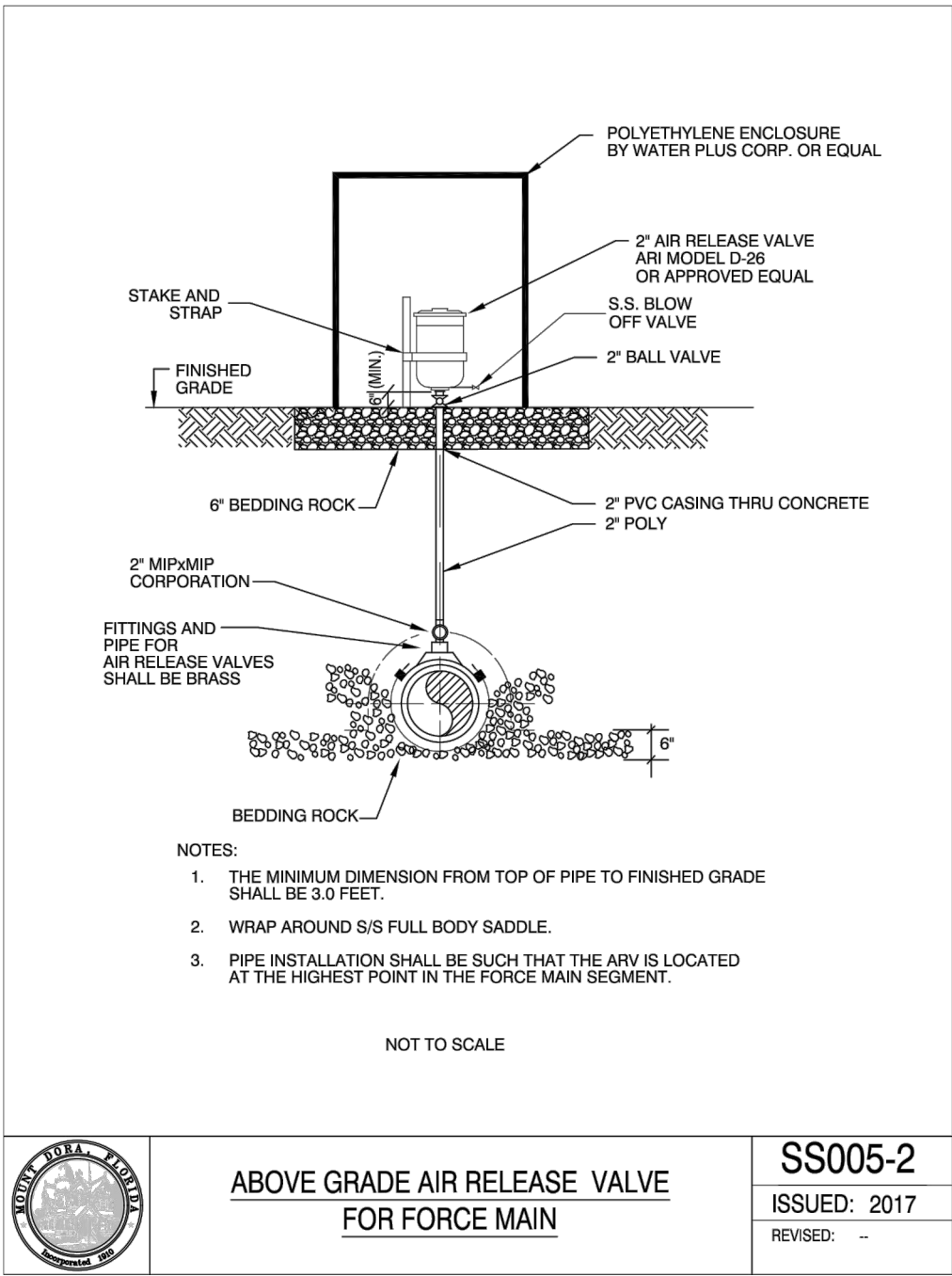
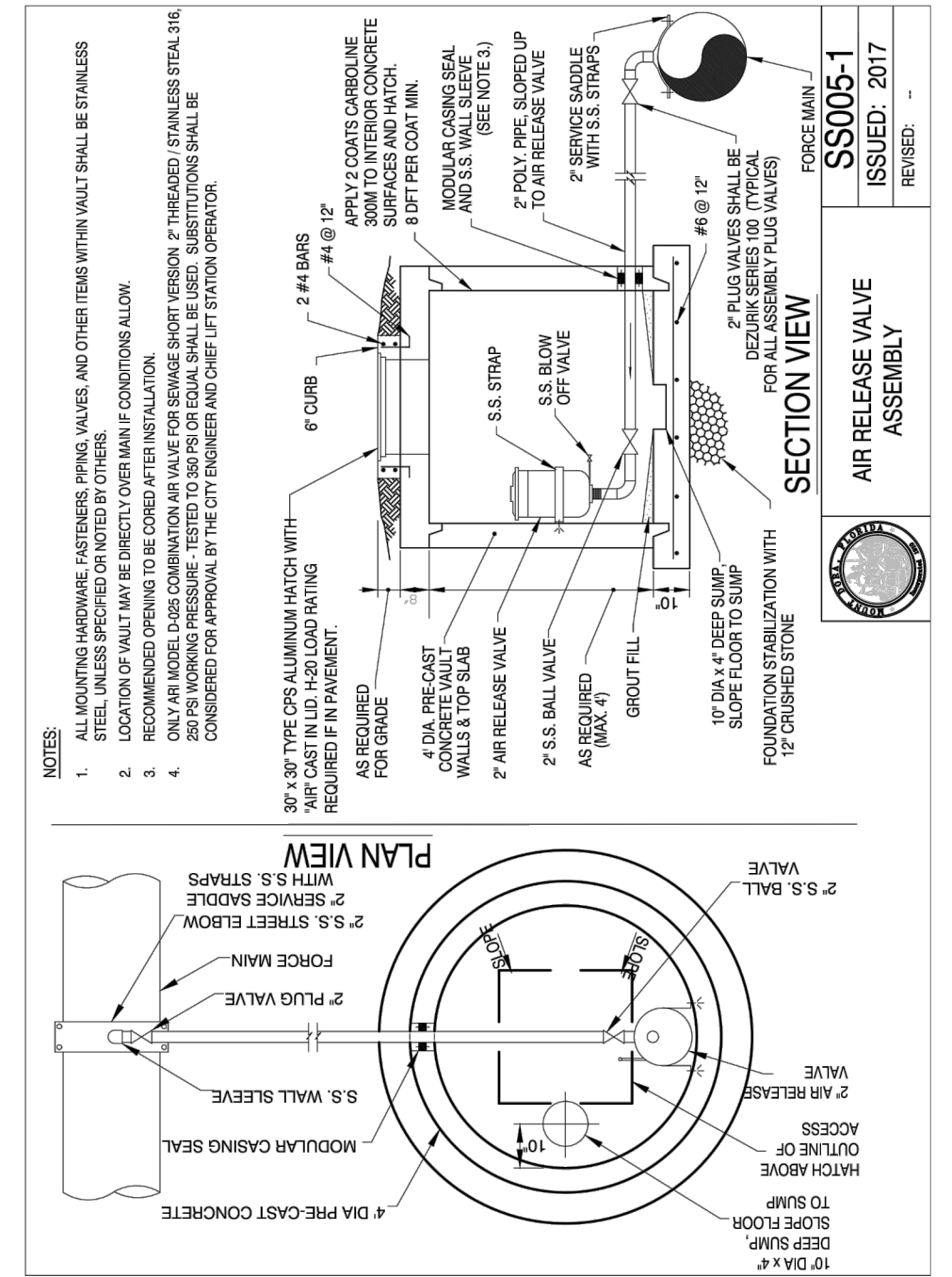
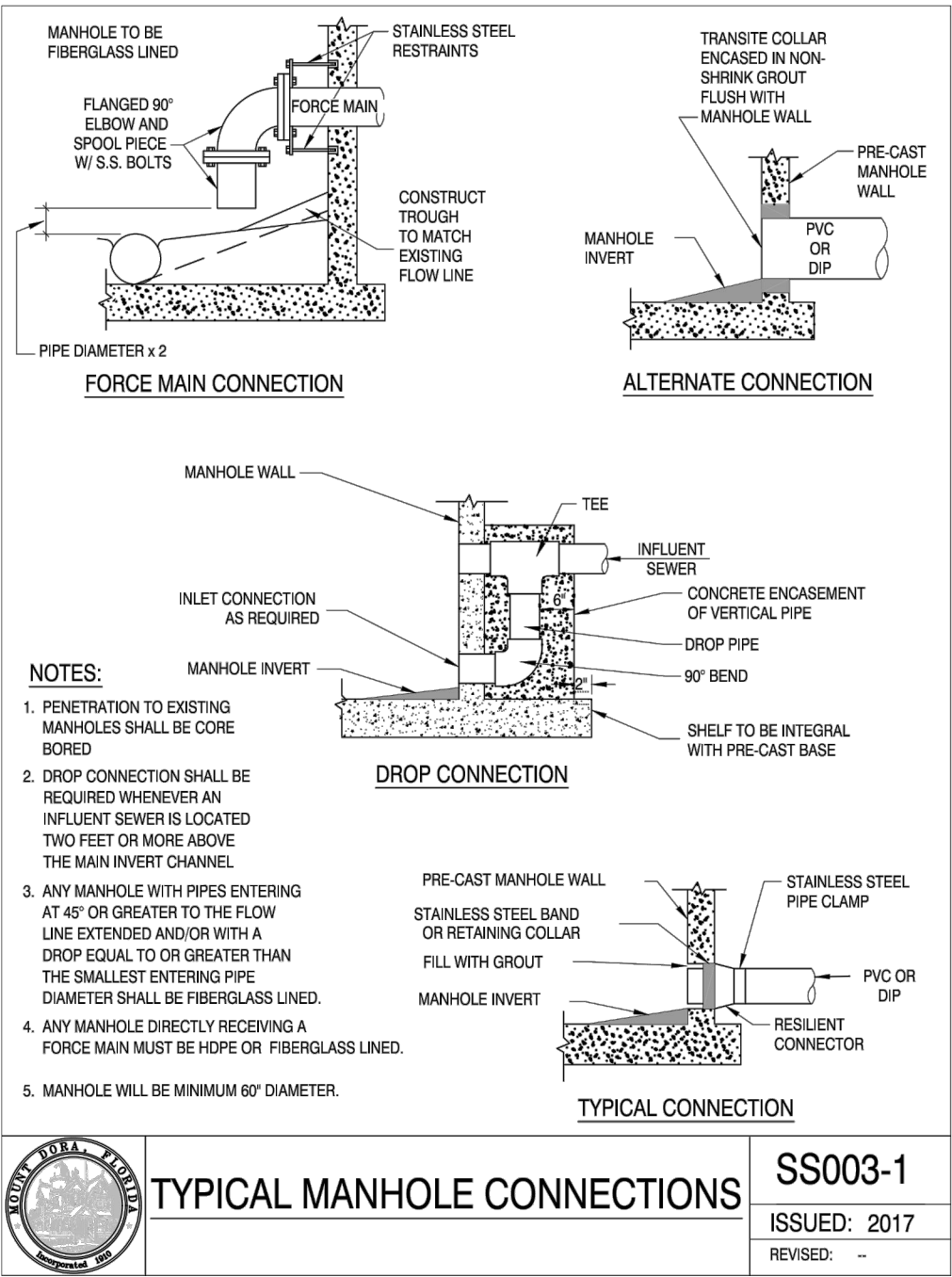
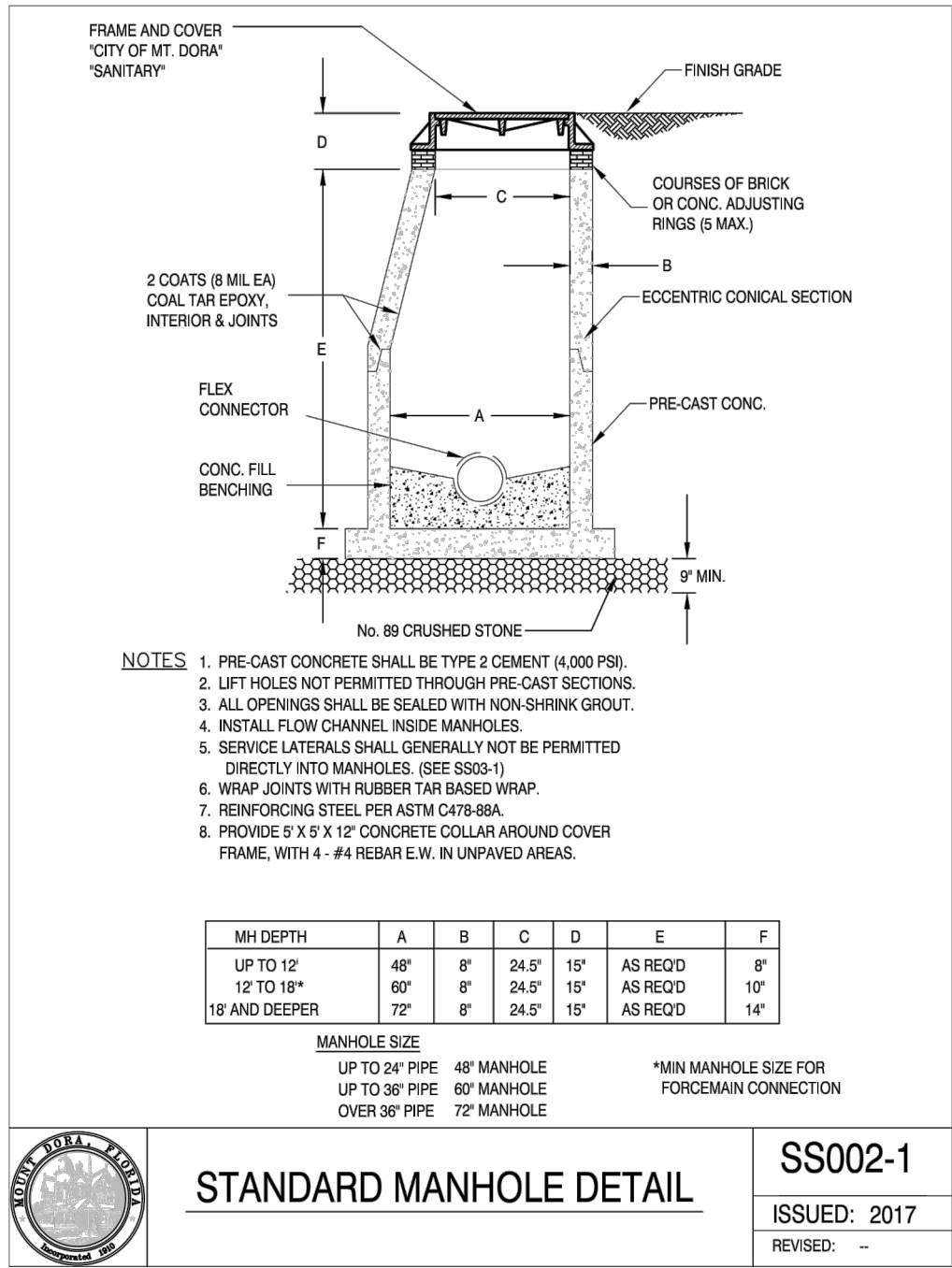
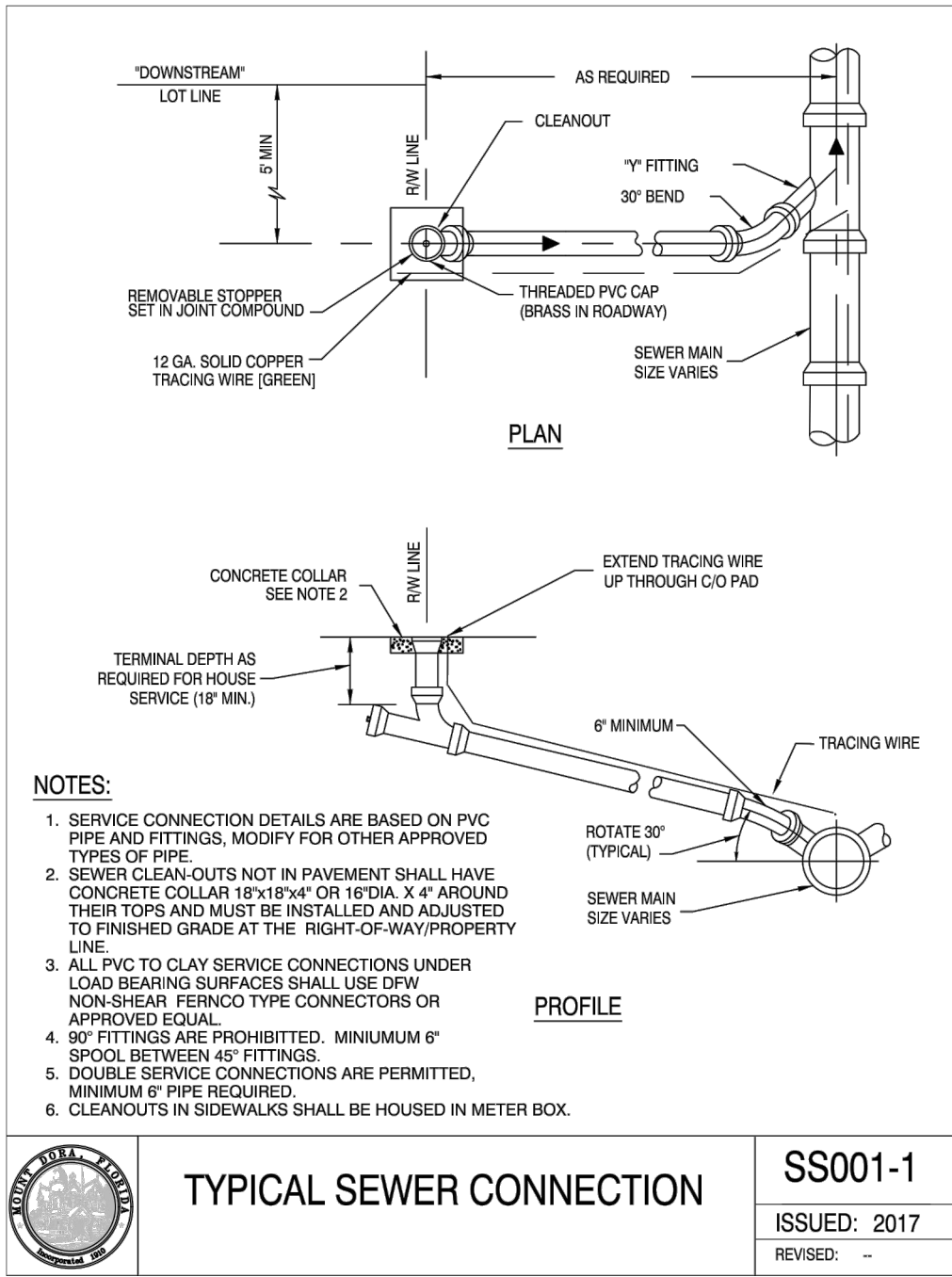
BY

April 18, 2023 Regular Session Agenda Packet

Page 719 of 842



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WWW.KIMLEY-HORN.COM

PER CITY OF MOUNT DORA COMMENTS

1/10/23

CEP

REVISIONS

DATE

BY

KHA PROJECT

149786017

DATE

2/10/2023

SCALE

AS SHOWN

DESIGNED BY

ST

DRAWN BY

ST

CHECKED BY

BAS

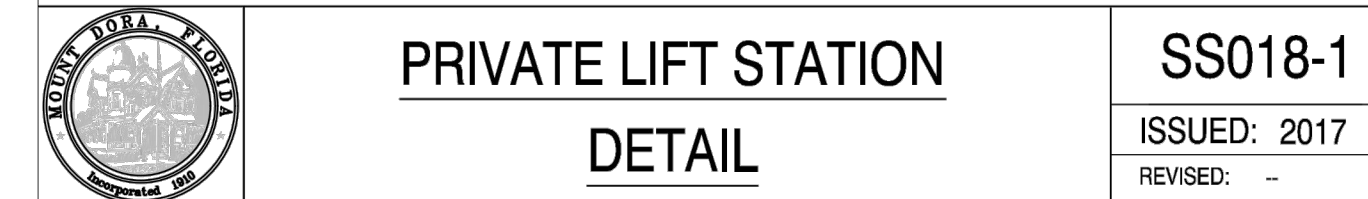
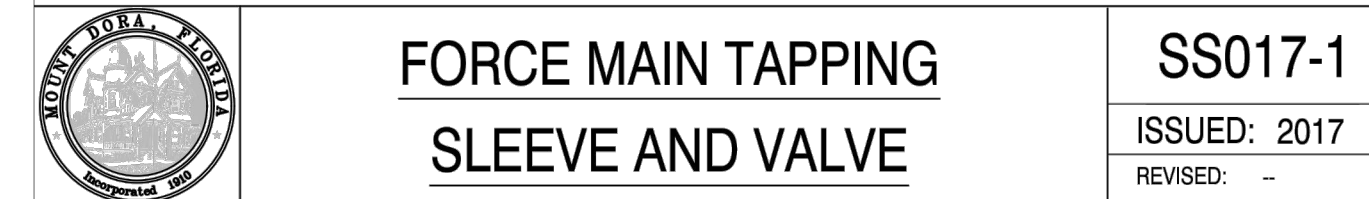
CITY UTILITY DETAILS

JUNIPER MULTIFAMILY TOWNHOMES

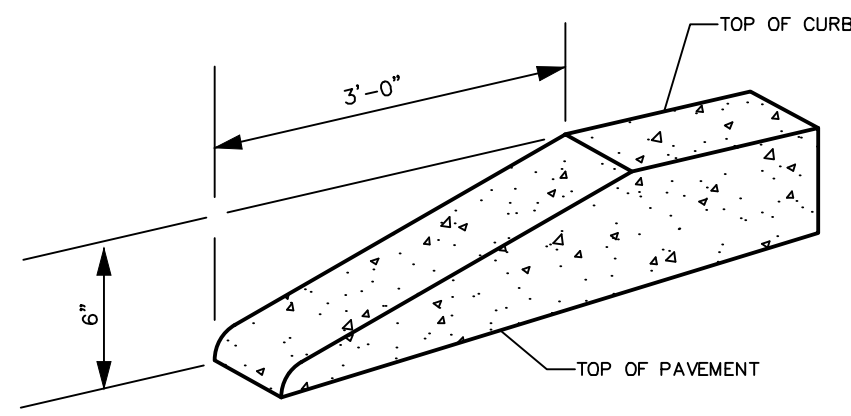
SHEET NUMBER

C6.6



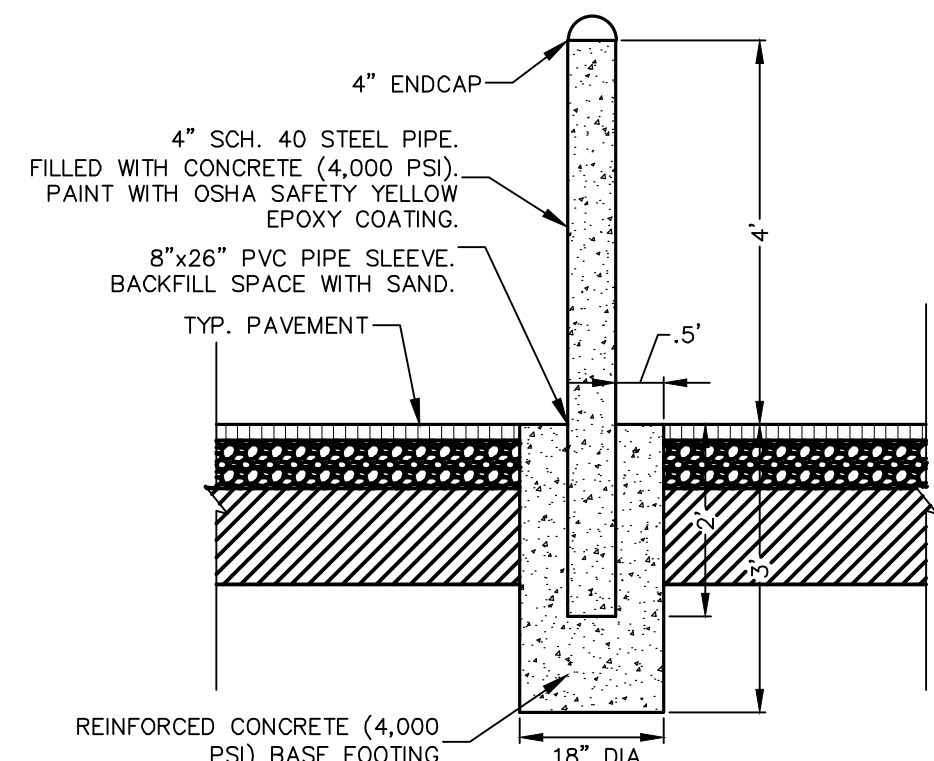




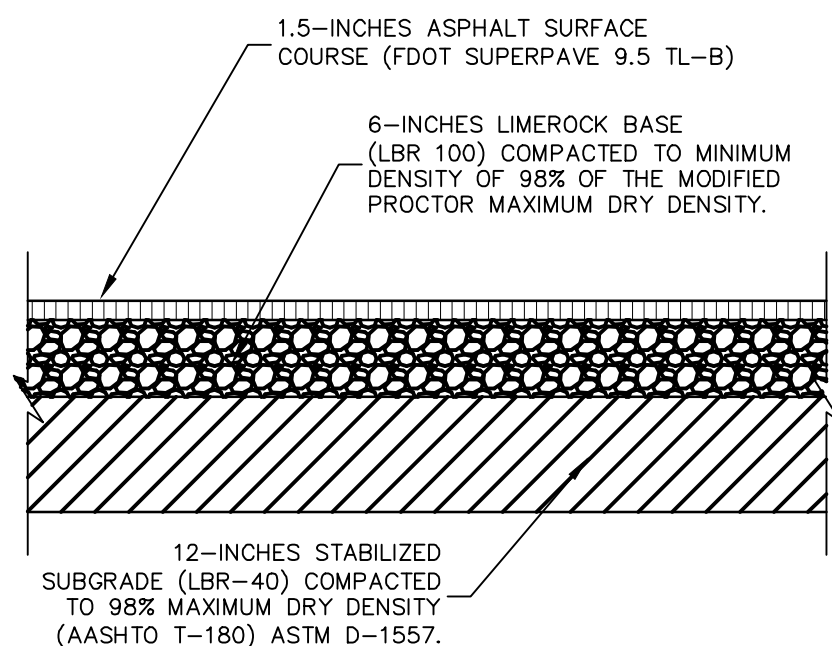


**CURB TERMINUS TRANSITION DETAIL**

NOTE:  
ALL CURBS TO HAVE STANDARD 3' TRANSITION FROM 6" HEIGHT  
TO FLUSH (0" HEIGHT). A STANDARD TEMPLATE SHALL BE USED  
AT ALL LOCATIONS TO PROVIDE UNIFORM CURB TRANSITION  
THROUGHOUT THE PROJECT.



**TYP. BOLLARD DETAIL**

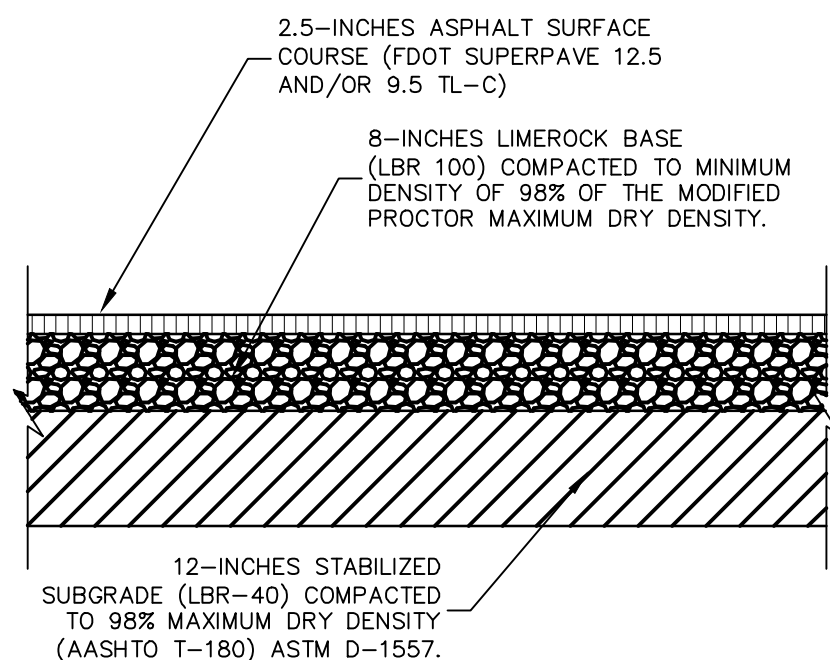


**TYPICAL 'STANDARD LIGHT DUTY  
ASPHALT PAVEMENT DETAIL**

NOTE: USED FOR PARKING AREAS ONLY

NOTE: **USE FOR PARKING AREAS ONLY.**

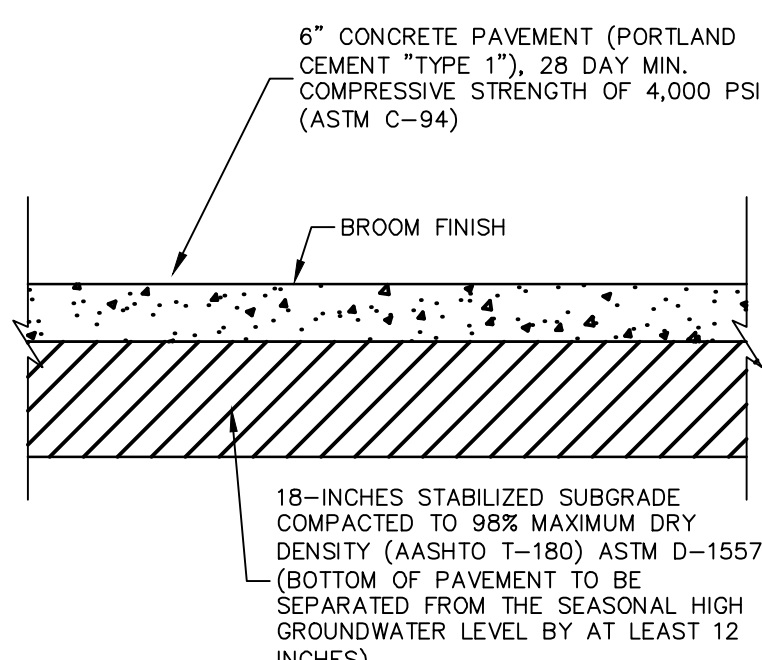
1. ALTERNATIVE SOIL CEMENT BASE MAY BE USED.
  - a. FINISHES SOIL CEMENT BASE (MIN. STRENGTH = 300 PS)
  - b. FINISHES SOIL CEMENT BASE TO MEET THE REQUIREMENTS OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-558).
  - c. PLACE & FINISH SOIL CEMENT ACCORDING TO PORTLAND CEMENT PAVING PRACTICES.
  - d. FINISHES SOIL CEMENT TO MEET THE MINIMUM STRENGTH FOR SOIL CEMENT MUST BE REACHED WITHIN 7 DAYS.
2. ALTERNATIVE RECYCLED CONCRETE AGGREGATE BASE MAY BE USED.
  - a. BASE COURSE SHALL BE RECYCLED CONCRETE AGGREGATE FROM FDOT APPROVED SUPPLIER. THE BASE SHOULD BE COMPACTED TO A MINIMUM DENSITY OF 98% PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY.
  - b. MINIMUM LBR OF 150. THE BASE MATERIAL SHOULD COMPLY WITH THE GRADATION CRITERIA LISTED IN THE LATEST EDITION OF THE ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS.



### TYPICAL 'HEAVY DUTY' ASPHALT PAVEMENT DETAIL

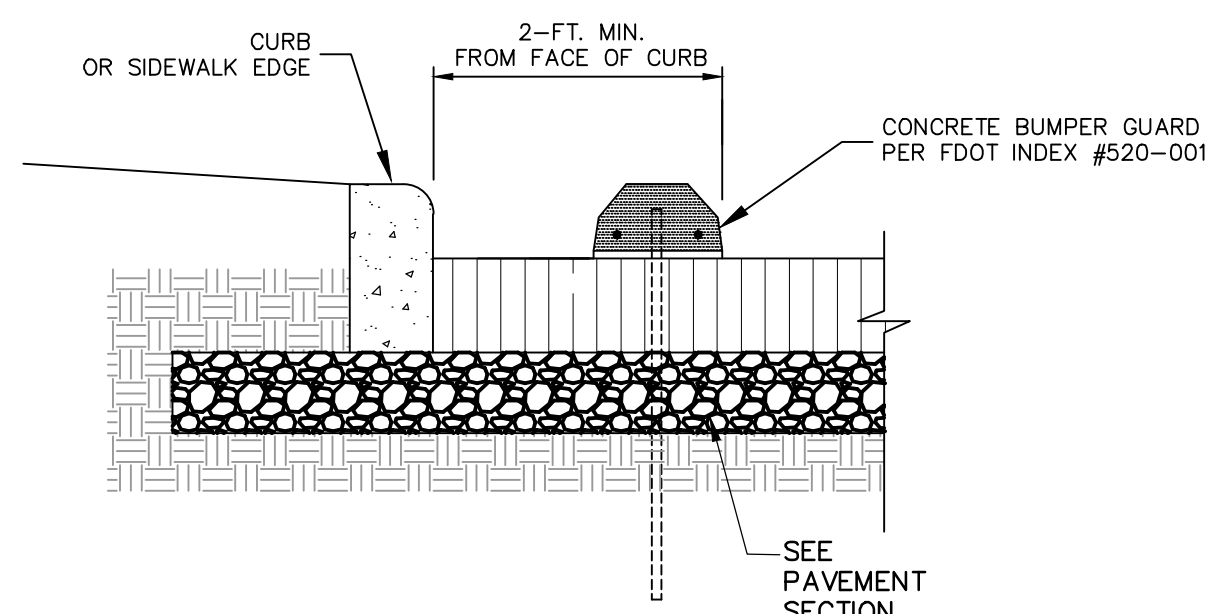
NOTE:

1. ALTERNATIVE SOIL CEMENT BASE MAY BE USED.
  - a. 8-INCH SOIL CEMENT BASE (MIN. STRENGTH = 300 PSI)
  - b. COMPACTED TO A MINIMUM DENSITY OF 98% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-558)
  - c. PLACE & FINISH SOIL CEMENT ACCORDING TO PORTLAND CEMENT CONCRETE PRACTICE
  - d. STRENGTHEN FOR SOIL CEMENT MUST BE REACHED WITHIN 7 DAYS.
2. ALTERNATIVE RECYCLED CONCRETE AGGREGATE BASE MAY BE USED.
  - a. USE THE BASE COURSE MATERIAL SHOULD BE OBTAINED FROM AND FOOT APPROVED SUPPLIER. THE BASE SHOULD BE COMPACTED TO A MINIMUM DENSITY OF 98% PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY
  - b. MINIMUM LBR OF 150. THE BASE MATERIAL SHOULD COMPLY WITH THE GRADATION CRITERIA LISTED IN THE LATEST EDITION OF THE ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS.

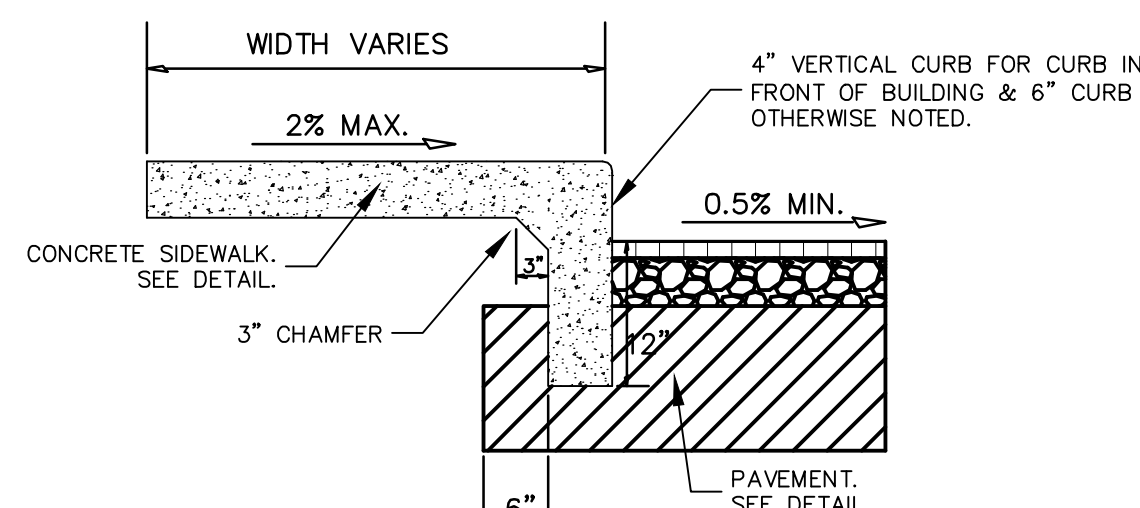


### TYPICAL CONCRETE PAVEMENT DETAIL

NOTE:  
2-1/3 SAW CUT DEPTH.  
MAXIMUM CONTROL JOINT SPACING = 14-FT X 14-FT

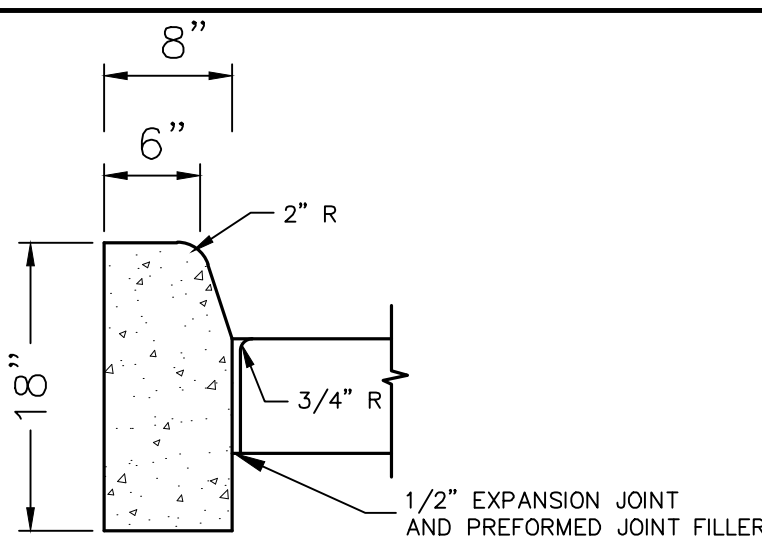


PRECAST CONC. WHEEL STOP  
NTS



**SIDEWALK INTEGRAL CURB DETAIL**  
NTS

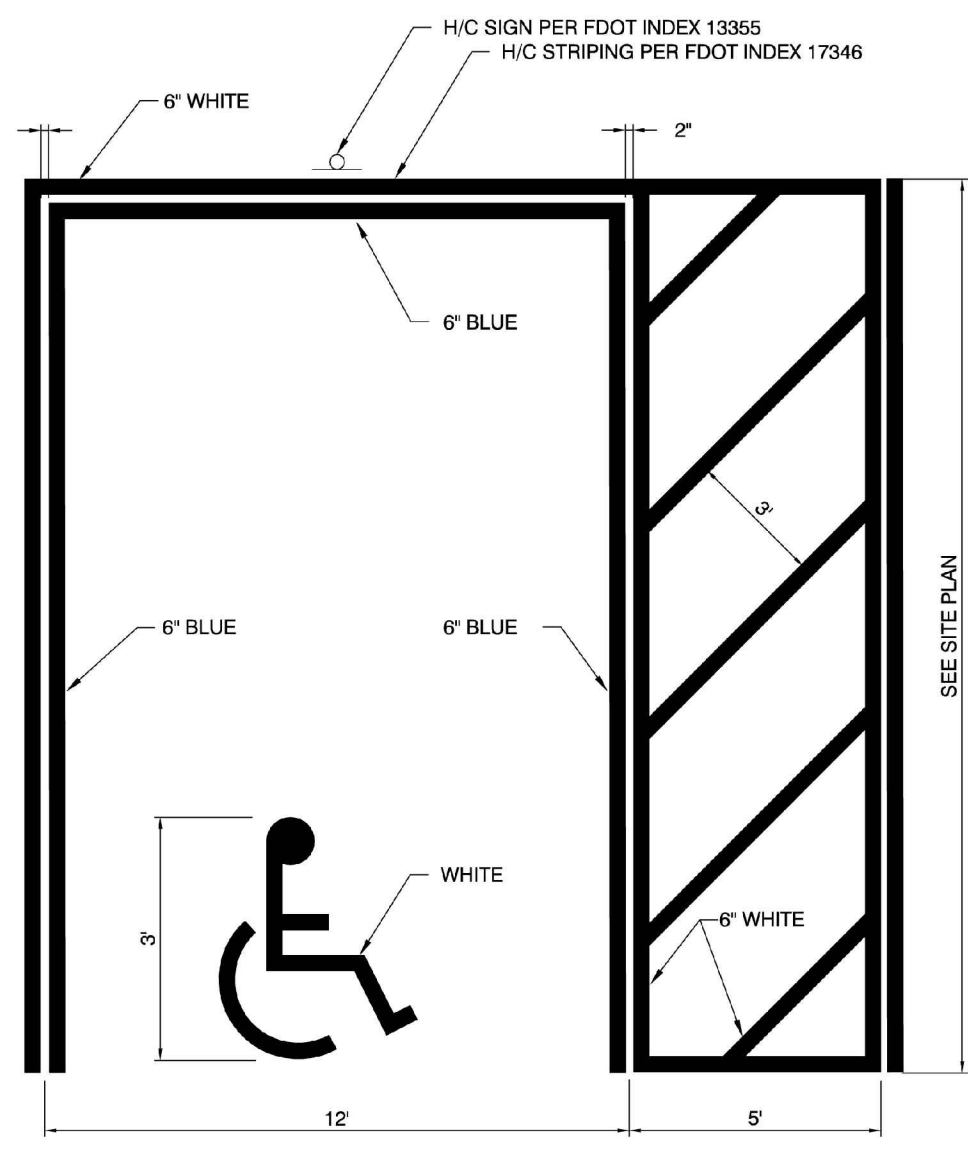
NTS



**TYPE "D" CURB DETAIL**

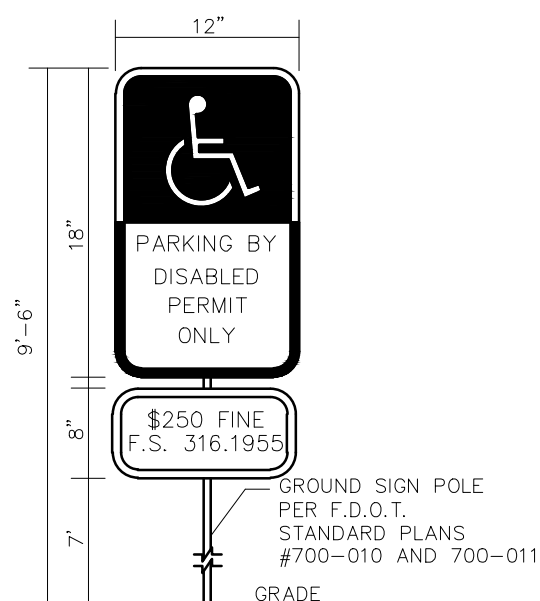
NOTES:

1. SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX #520-001.
2. THICKNESS OF LIP SHALL BE MINIMUM 6".



## HANDICAP PARKING PAVEMENT MARKING

NTS

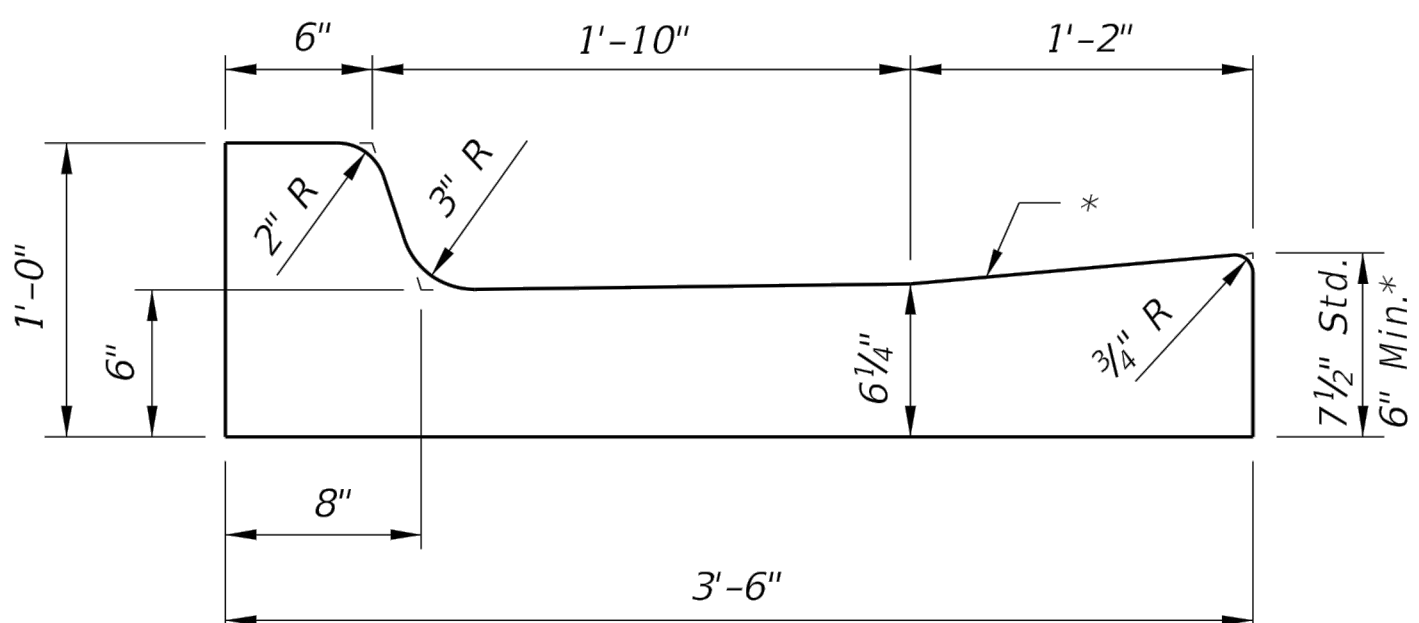


NOTES:

1. ALL LETTERS ARE 1" SERIES "C" PER MUTCD.
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
4. FINE NOTIFICATION SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
5. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE.
6. INSTALLATION HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23.3 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
7. ALL SIGNAGE PANEL AND POSTS SHALL BE IN CONFORMANCE WITH THE CELEBRATION BOULEVARD STREET SCENICITY GUIDELINES.

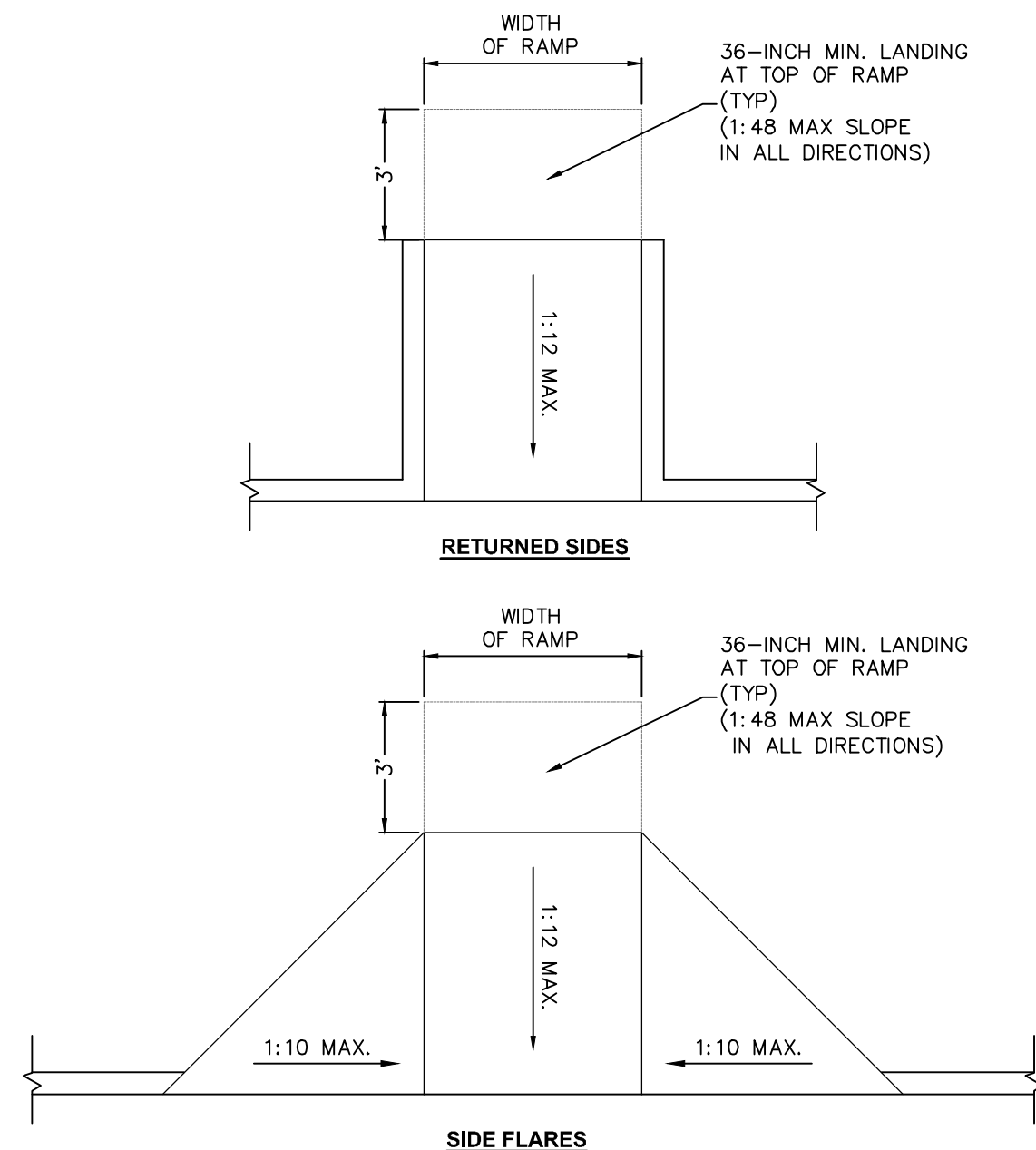
### HANDICAP SIGN DETAIL

NTS



SECTION CC

VALLEY GUTTER



### TYPICAL 'ONSITE' ACCESSIBLE CURB RAMPS

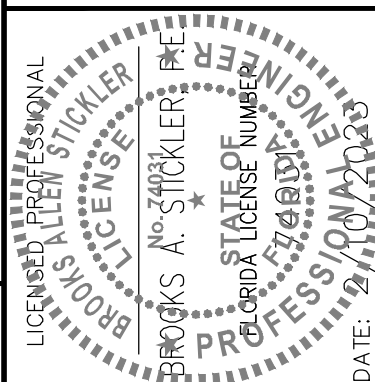
CONSTRUCT PER F.A.C. 2012: CHAPTER 4, SECTION 406 REQUIREMENTS



Sunshine811.com

# Kimley»»Horn

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|                          |                    |                |             |          |            |
|--------------------------|--------------------|----------------|-------------|----------|------------|
| KHA PROJECT<br>149786017 | DATE<br>03/10/2023 | SCALE AS SHOWN | DESIGNED BY | DRAWN BY | CHECKED BY |
|--------------------------|--------------------|----------------|-------------|----------|------------|

## GENERAL CONSTRUCTION DETAILS

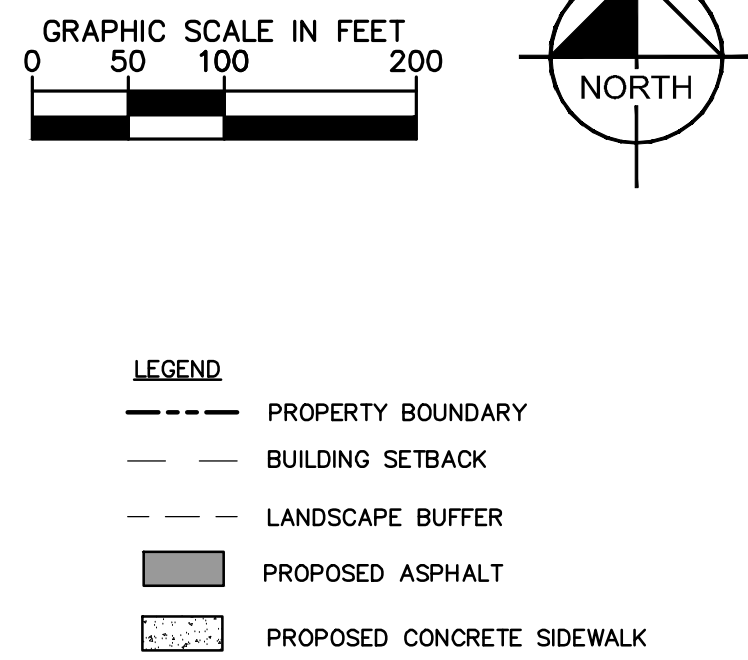
JUNIPER  
MULTIFAMILY  
TOWNHOMES

SHEET NUMBER  
**C7.0**









| OPEN SPACE TABULATION |            |                      |
|-----------------------|------------|----------------------|
| TRACT                 | USE        | ACERAGE              |
| OS-1                  | OPEN SPACE | 1.05                 |
| OS-2                  | OPEN SPACE | 0.79                 |
| OS-3                  | OPEN SPACE | 2.47                 |
| OS-4                  | OPEN SPACE | 1.72                 |
| REC-1                 | RECREATION | 1.95                 |
| SW-1                  | STORMWATER | XXX<br>(50% OF REQ.) |
|                       | TOTAL:     | XXX                  |

| RECREATION TABULATION |            |                       |
|-----------------------|------------|-----------------------|
| TRACT                 | USE        | ACERAGE               |
| REC-1                 | RECREATION | 1.95                  |
| SW-1                  | STORMWATER | XXX<br>(25% OF TRACT) |
|                       | TOTAL:     | XXX                   |

| OWNERSHIP / MAINTENANCE |  |  |
|-------------------------|--|--|
|                         |  |  |
|                         |  |  |
|                         |  |  |
|                         |  |  |

|             |            |
|-------------|------------|
| KHA PROJECT | DATE       |
| 149786017   | 12/05/2022 |
| SCALE       | AS SHOWN   |
| DESIGNED BY | CEE        |
| DRAWN BY    | CAL        |
| CHECKED BY  | BAS        |

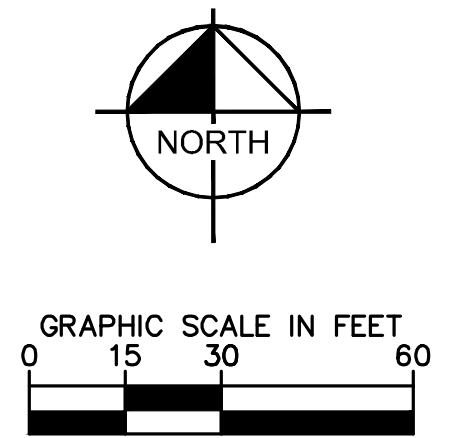
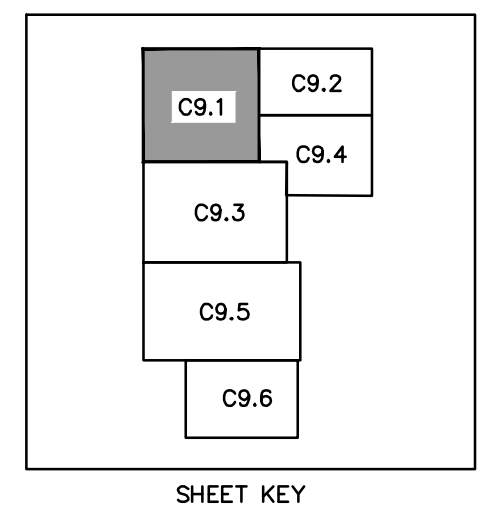
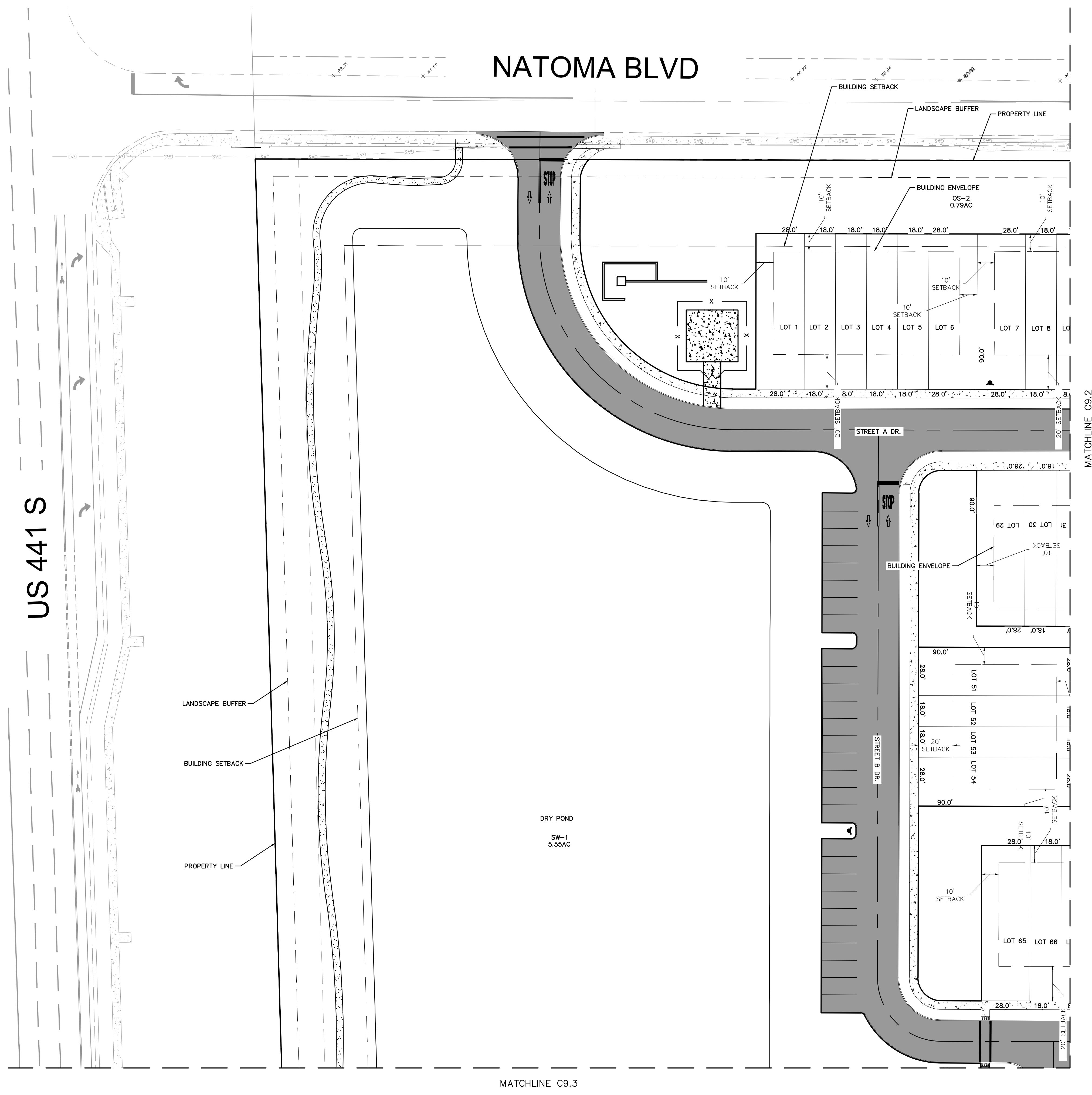
# FINAL LOT PLAN

# JUNIPER MULTIFAMILY FINAL PLAT

SHEET NUMBER  
**C9.0**

| No. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
|-----|-----------|------|----|



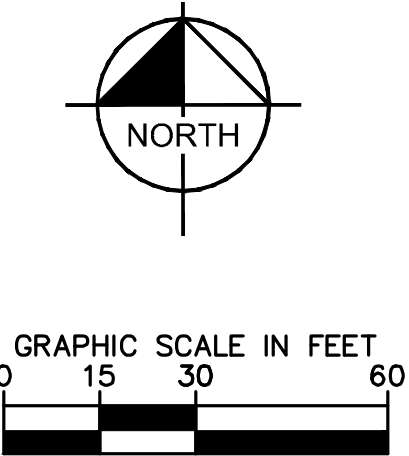
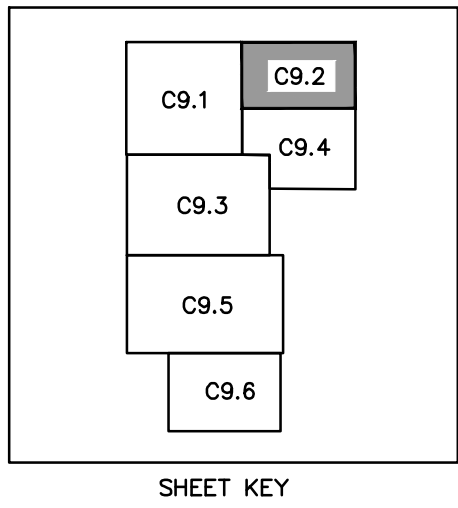
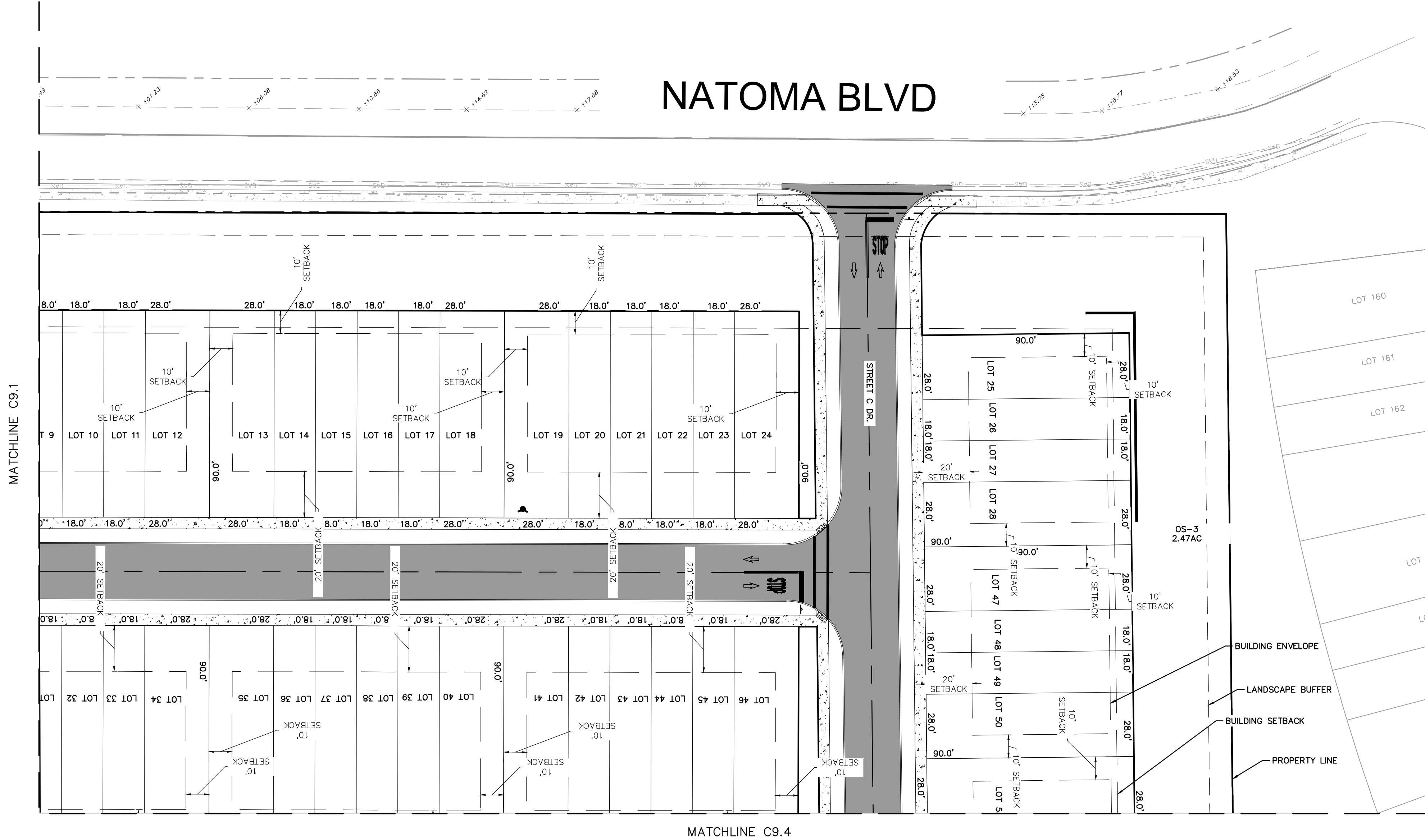


- LEGEND**
- PROPERTY BOUNDARY
  - - - BUILDING SETBACK
  - - - LANDSCAPE BUFFER
  - PROPOSED ASPHALT
  - ▨ PROPOSED CONCRETE SIDEWALK

|                                               |                             |                    |  |                  |                                                                                                                                                                                          |
|-----------------------------------------------|-----------------------------|--------------------|--|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>JUNIPER<br/>MULTIFAMILY<br/>FINAL PLAT</b> | <b>FINAL LOT PLAN</b>       |                    |  |                  | <b>Kimley»Horn</b><br>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br>189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801<br>PHONE: 407-898-1511<br>WWW.KIMLEY-HORN.COM    REGISTRY No. 35106 |
|                                               | SHEET NUMBER<br><b>C9.1</b> |                    |  |                  |                                                                                                                                                                                          |
|                                               | No. _____                   |                    |  |                  |                                                                                                                                                                                          |
|                                               | REVISIONS                   |                    |  |                  |                                                                                                                                                                                          |
| KHA PROJECT<br>149786017                      |                             | DATE<br>12/05/2022 |  | BY               |                                                                                                                                                                                          |
| SCALE AS SHOWN                                |                             | DESIGNED BY CEF    |  | DRAWN BY CAL     |                                                                                                                                                                                          |
| CHECKED BY                                    |                             | BAS                |  | DATE: 12/05/2022 |                                                                                                                                                                                          |



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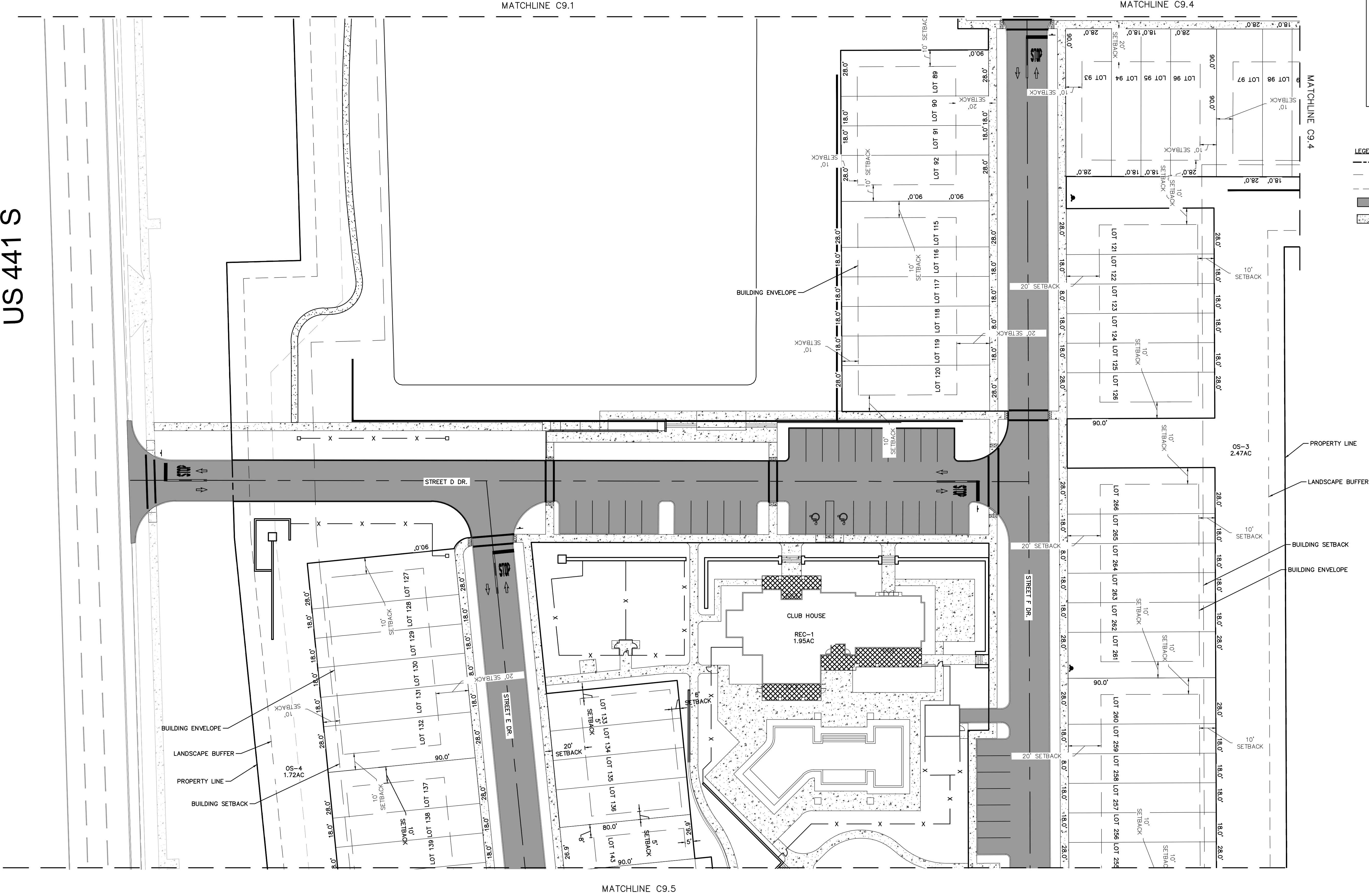
- LEGEND**
- PROPERTY BOUNDARY
  - - - BUILDING SETBACK
  - - - LANDSCAPE BUFFER
  - PROPOSED ASPHALT
  - ▨ PROPOSED CONCRETE SIDEWALK

|                                      |                |                                                                                                                                    |                                                                                                                                                                                          |                    |                   |                    |                 |                   |                    |    |      |
|--------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|--------------------|-----------------|-------------------|--------------------|----|------|
| JUNIPER<br>MULTIFAMILY<br>FINAL PLAT | FINAL LOT PLAN | <p>BROOKS A. STICKLER<br/>LICENSED PROFESSIONAL ENGINEER<br/>STATE OF FLORIDA<br/>LICENSE NO. 12497<br/>MECHANICAL ENGINEERING</p> | KHA PROJECT<br>149786017                                                                                                                                                                 | DATE<br>12/05/2022 | SCALE<br>AS SHOWN | DESIGNED BY<br>CEF | DRAWN BY<br>CAL | CHECKED BY<br>BAS | DATE<br>12/05/2022 |    |      |
|                                      |                |                                                                                                                                    | <b>Kimley»Horn</b><br>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br>189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801<br>PHONE: 407-896-1511<br>WWW.KIMLEY-HORN.COM    REGISTRY No. 35106 |                    |                   |                    |                 |                   |                    |    |      |
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| SHEET NUMBER<br><b>C9.2</b>          |                | REVISIONS                                                                                                                          |                                                                                                                                                                                          |                    |                   |                    |                 |                   | No.                | BY | DATE |



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US 441 S



**LEGEND**

- PROPERTY BOUNDARY
- BUILDING SETBACK
- LANDSCAPE BUFFER
- PROPOSED ASPHALT
- PROPOSED CONCRETE SIDEWALK

|     |           |      |    |
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**Kimley»Horn**

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 WWW.KIMLEY-HORN.COM REGISTRY No. 35106

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| KHA PROJECT | DATE       | SCALE    | DESIGNED BY | DRAWN BY | CHECKED BY | BAS | DATE |
| 149786017   | 12/05/2022 | AS SHOWN | CEF         | CAL      |            |     |      |

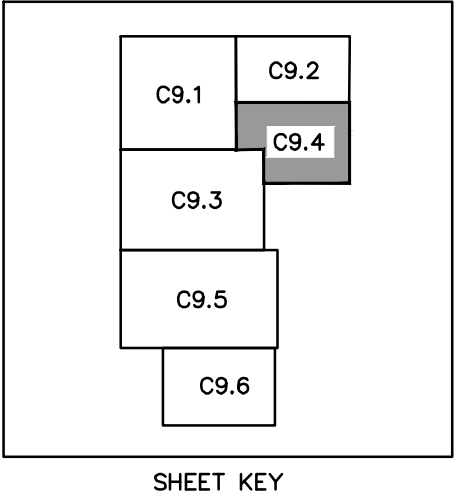
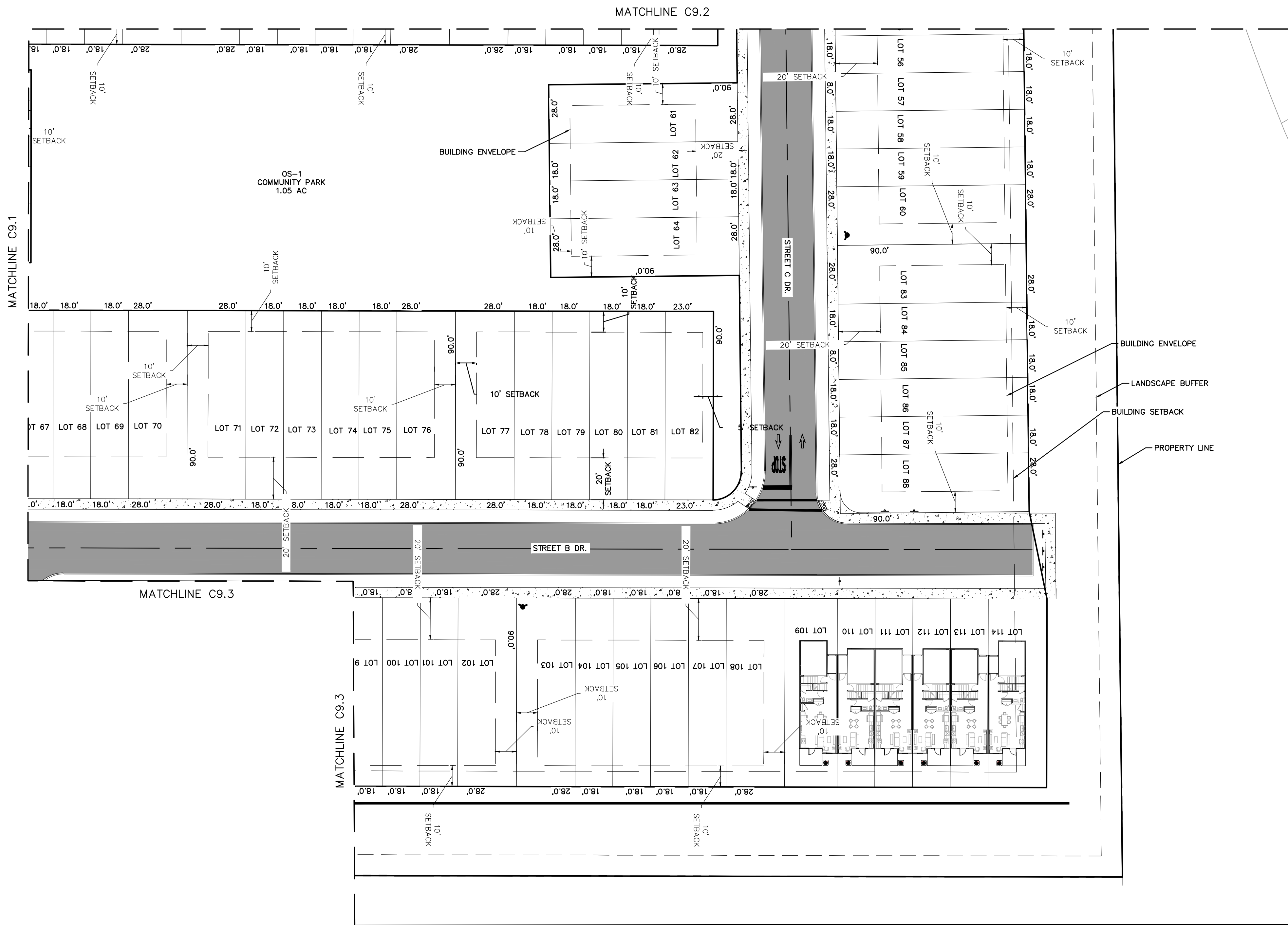
JUNIPER  
MULTIFAMILY  
FINAL PLAT

FINAL LOT PLAN

SHEET NUMBER  
C9.3



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**LEGEND**

- PROPERTY BOUNDARY
- BUILDING SETBACK
- LANDSCAPE BUFFER
- PROPOSED ASPHALT
- PROPOSED CONCRETE SIDEWALK

**GRAPHIC SCALE IN FEET**

0 15 30 60

**NORTH**

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|-----------------------------|-----------------------------------------------|-----------------------|--------------------------|--------------------|----------------|-----------------|--------------|----------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------|
| SHEET NUMBER<br><b>C9.4</b> | <b>JUNIPER<br/>MULTIFAMILY<br/>FINAL PLAT</b> | <b>FINAL LOT PLAN</b> | KHA PROJECT<br>149786017 | DATE<br>12/05/2022 | SCALE AS SHOWN | DESIGNED BY CEF | DRAWN BY CAL | CHECKED BY BAS |  | <b>Kimley»Horn</b><br>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br>189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801<br>PHONE: 407-898-1511<br>WWW.KIMLEY-HORN.COM REGISTRY No. 35106 | REVISIONS<br>No. | BY   |
|                             |                                               |                       |                          |                    |                |                 |              |                |  |                                                                                                                                                                                       |                  | DATE |

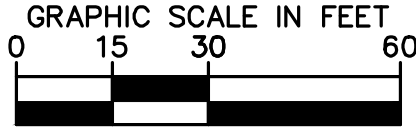
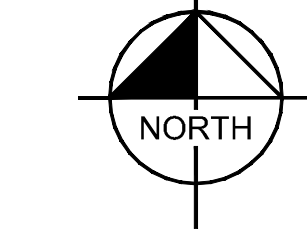
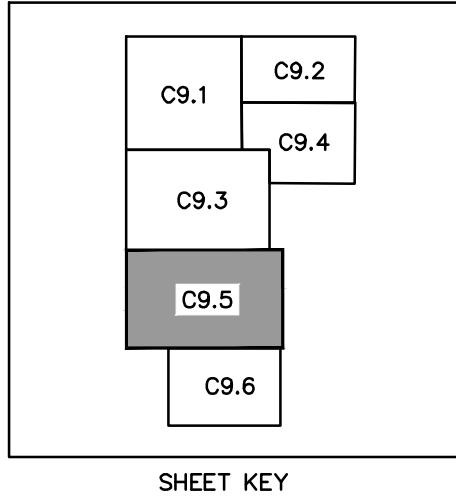


US 441 S



MATCHLINE C9.3

MATCHLINE C9.6



- LEGEND**
- PROPERTY BOUNDARY
  - BUILDING SETBACK
  - LANDSCAPE BUFFER
  - PROPOSED ASPHALT
  - PROPOSED CONCRETE SIDEWALK

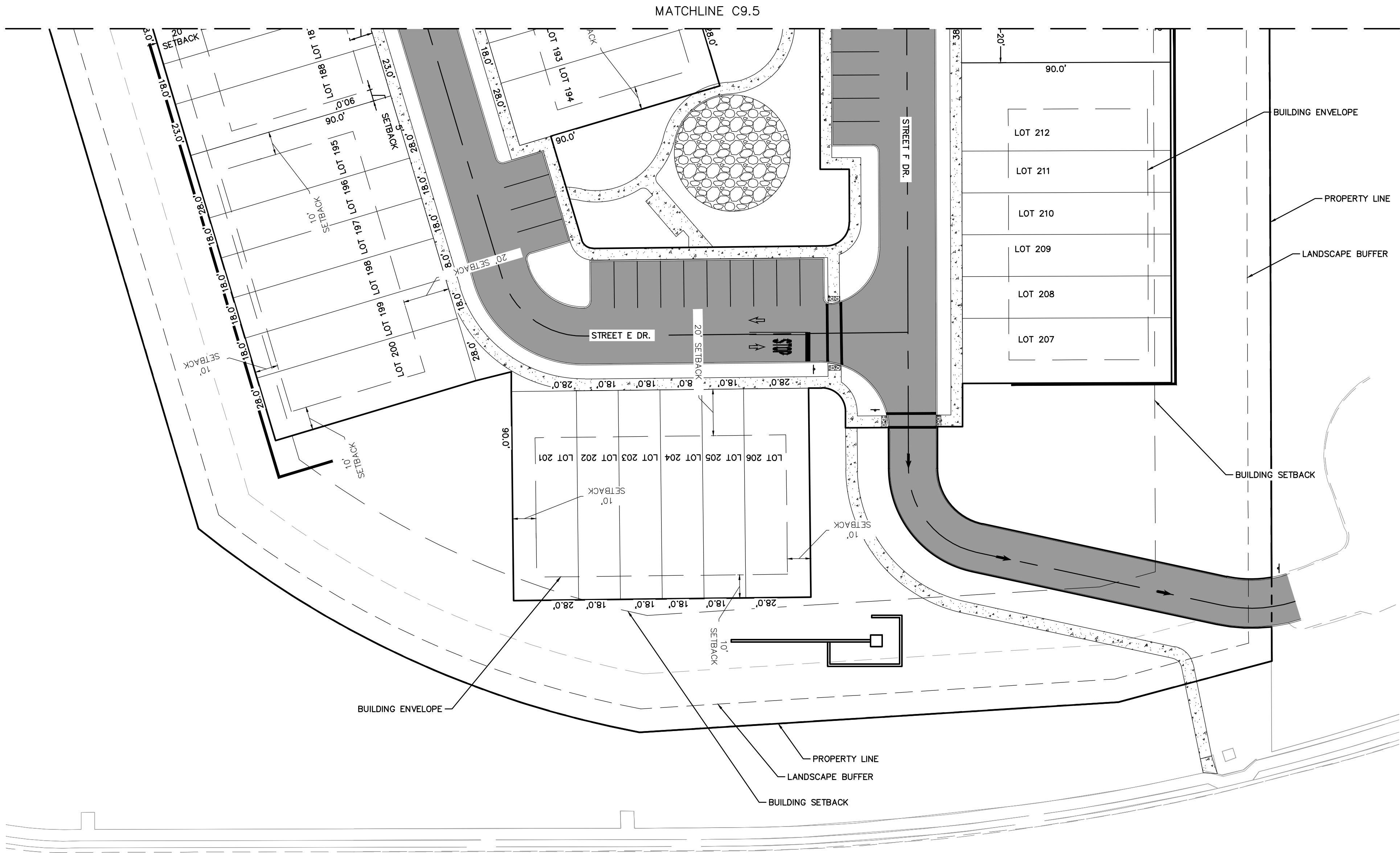
| <p><b>Kimley»Horn</b></p> <p>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br/>189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801<br/>PHONE: 407-898-1511<br/>WWW.KIMLEY-HORN.COM    REGISTRY No. 35106</p> |      | <p>REVISIONS</p> <table border="1"> <tr> <th>No.</th> <th>DATE</th> <th>BY</th> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table> |  | No. | DATE | BY |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| No.                                                                                                                                                                                                    | DATE | BY                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |     |      |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <p><b>JUNIPER MULTIFAMILY FINAL LOT PLAN</b></p>                                                                                                                                                       |      | <p><b>FINAL LOT PLAN</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |     |      |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p><b>SHEET NUMBER C9.5</b></p>                                                                                                                                                                        |      | <p><b>FINAL PLAT</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |     |      |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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| KHA PROJECT<br>149786017 | DATE<br>12/05/2022 | DESIGNED BY<br>CEP | CAL | BAS        | CHECKED BY         |
| SCALE<br>AS SHOWN        | DESIGNED BY<br>CEP | CAL                | BAS | CHECKED BY | DATE<br>12/05/2022 |

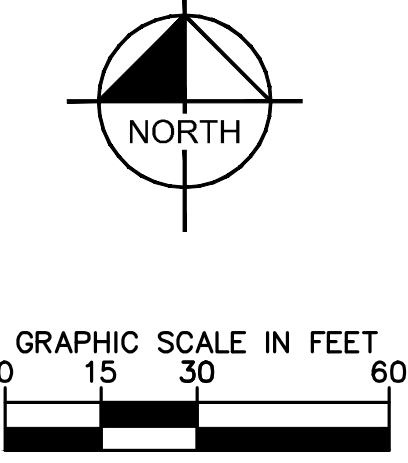
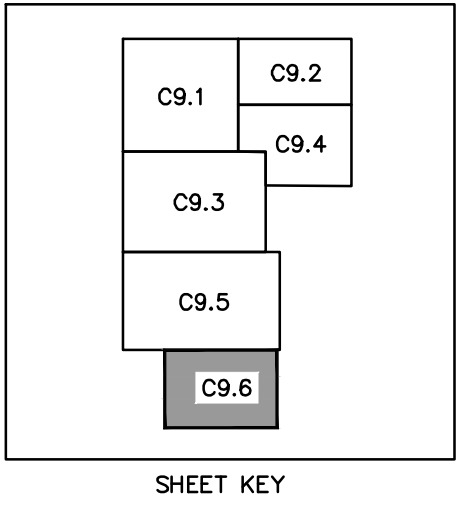
**Professional Engineer Seal:**  
BROOKS A. STICKLER, P.E.  
Professional Engineer License Number: 12000  
Professional Seal: 12000



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HWY 46



- LEGEND
- PROPERTY BOUNDARY
  - - - BUILDING SETBACK
  - - - LANDSCAPE BUFFER
  - PROPOSED ASPHALT
  - ▨ PROPOSED CONCRETE SIDEWALK

|                             |                                      |                |                          |                    |                   |                    |                 |                   |                                                                                                                                                            |                                                                                                                                                                                          |           |  |     |      |    |
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| SHEET NUMBER<br><b>C9.6</b> | JUNIPER<br>MULTIFAMILY<br>FINAL PLAT | FINAL LOT PLAN | KHA PROJECT<br>149786017 | DATE<br>12/05/2022 | SCALE<br>AS SHOWN | DESIGNED BY<br>CEF | DRAWN BY<br>CAL | CHECKED BY<br>BAS | LICENSED PROFESSIONAL<br>BROOKS ALLEN STICKLER<br>REGISTERED PROFESSIONAL ENGINEER<br>STATE OF FLORIDA<br>PROFESSIONAL NUMBER<br>12200<br>DATE: 12/05/2022 | <b>Kimley»Horn</b><br>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.<br>189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801<br>PHONE: 407-898-1511<br>WWW.KIMLEY-HORN.COM    REGISTRY No. 35106 | REVISIONS |  | No. | DATE | BY |
|                             |                                      |                |                          |                    |                   |                    |                 |                   |                                                                                                                                                            |                                                                                                                                                                                          |           |  |     |      |    |
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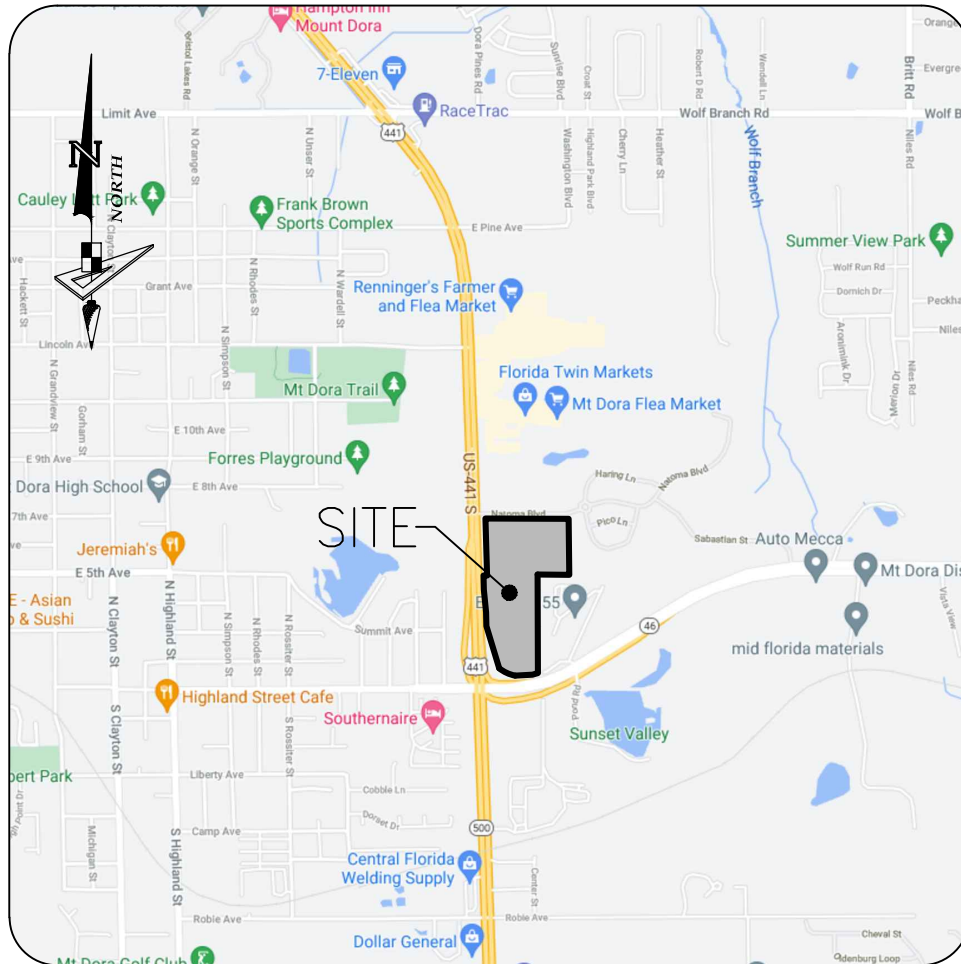
DESCRIPTION FROM TITLE:

The land referred to herein below is situated in the County of LAKE, State of Florida, and described as follows:

That part of the South 666.2 feet of the SW 1/4 of the SW 1/4, in Section 28, Township 19 South, Range 27 East, lying East of the right-of-way of Highway No. 441 (State Road 500), in Lake County, Florida.

TOGETHER WITH:

Access/Driveway Easement between Park Square Enterprises, Inc., a Florida corporation and Summerbrooke Master Homeowners Association, Inc., a Florida not-for-profit corporation, in favor of Henson Marks Scott and Mary L. Scott, husband and wife, recorded November 11, 2007, in Official Records Book 3535, Page 1151, Public Records of Lake County, Florida.



Vicinity Map  
Not to Scale

SCHEDULE B-II EXCEPTIONS

Items 1-8 intentionally omitted.

- Easement granted to Florida Power Corporation by instrument recorded September 26, 1949 in Deed Book 289, Page 430. (AFFECTS, BLANKET IN NATURE)
- Easement granted to Florida Power Corporation by instrument recorded March 27, 1970 in Book 401, Page 472. (AFFECTS, AS SHOWN HEREON)
- Easement granted to Florida Power Corporation by instrument recorded April 7, 1975 in Book 587, Page 91. (AFFECTS, AS SHOWN HEREON)
- Easement for Access/Driveway, recorded November 5, 2007 in Book 3535, Page 1151. (AFFECTS, AS SHOWN HEREON)
- Easement for Wall, Slope, Grading, Drainage and Maintenance, recorded November 5, 2007 in Book 3535, page 1160. (AFFECTS, AS SHOWN HEREON)
- Perpetual Underground Utility Easement granted to the City of Mount Dora by instrument recorded February 5, 2015 in Book 4582, Page 2414. (AFFECTS, AS SHOWN HEREON)
- Perpetual Underground Utility Easement granted to the City of Mount Dora by instrument recorded February 5, 2015 in Book 4582, Page 2422. (AFFECTS, AS SHOWN HEREON)
- Temporary Easement granted to the State of Florida Department of Transportation by instrument recorded October 5, 2015 in Book 4688, Page 1147. (AFFECTS, AS SHOWN HEREON)

SURVEYOR'S NOTES:

- Easements, rights-of-ways, set back lines, reservations, agreements and other similar matters taken from First American Title Insurance Company Commitment for Title Insurance, File Number: 2037-5098271/R1 with an effective date of July 28, 2021, and issued by Graham Legal Group, PLLC.
- This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.
- Bearings shown hereon are based on the Easterly Right-of-way line of Highway Number 441 (State Road 500), having a Grid bearing of N.01°38'06"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the East Zone of Florida.
- This survey is intended to be displayed at 1" = 100'.
- All dimensions, unless otherwise noted, are survey dimensions.
- Additions or Deletions to survey msaps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
- The subject parcel lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12069C0390E for Lake County, City of Mount Dora Community No. 120137 and Lake County Community No. 120421, Lake County, Florida, dated December 18, 2012 and issued by the Federal Emergency Management Agency.
- Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.
- On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.
- The lands described hereon may contain lands that are considered environmentally sensitive wetlands that are subject to claim or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.), or Department of Environmental Protection (D.E.P.). Wetland lines and areas, if any, are not shown hereon.
- Subject Parcel has no evidence of construction currently going on or earth moving activities on site.
- The Surveyor is not aware of any plans to change the existing Right-of-way lines.
- There are 0 Parking Spaces and 0 Handicap Parking Spaces in the area this survey covers.

SURVEYOR'S CERTIFICATION:

To:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, 8, 9, 11, 13, 16, 17 and 18 of Table A thereof. The field work was completed on 07/01/21.

GEOPPOINT SURVEYING, INC.

David W. Maxwell  
Florida Professional Surveyor and Mapper #7311

|                                           |                                          |
|-------------------------------------------|------------------------------------------|
| PROJECT: BOUNDARY SURVEY                  | DATE OF LAST FIELD SURVEY: July 01, 2021 |
| PHASE: JUNIPER VILLAGE-MT DORA            |                                          |
| DRAWN: MRC DATE: 07/14/21 CHECKED BY: DWM |                                          |
| P.CHIEF: AW FIELD BOOK: CF-18-2021        |                                          |
| DATA FILE: MT-DORA-ALTA(US88)AW           |                                          |
| REVISIONS                                 |                                          |
| DATE DESCRIPTION DRAWN BY                 |                                          |
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SEE ALTA/NSPS  
SURVEYOR'S CERTIFICATION

NOT VALID WITHOUT THE  
SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF  
A FLORIDA LICENSED  
SURVEYOR AND MAPPER

DESCRIPTION:

Official Records Book 1799, Page 734:

That part of the South 666.2 feet of the SW 1/4 of the SW 1/4, in Section 28, Township 19 South, Range 27 East, lying East of the right-of-way of Highway No. 441 (State Road 500), in Lake County, Florida.

Official Records Book 5696, Page 1709

DESCRIPTION:

All of Lot "B", Veranda Subdivision, according to the plat recorded in Plat Book 51, Page 79, Public Records of Lake County, Florida. (Being a portion of the lands described in Official Records Book 932, Page 233, Public Records of Lake County, Florida.)

EXCEPT THE FOLLOWING PARCELS:

SECTION 11130  
F.P. No. 238275-2

PART A:

COMMENCE at a 3" diameter Concrete Monument with a nail and disk marked "RLS 1916" marking the Southwest Corner of the Northwest Quarter of Section 33, Township 19 South, Range 27 East, Lake County, Florida as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence North 89°48'50" East, along the South line of the Northwest 1/4 of said Section 33, a distance of 248.74 feet to a point on the Centerline of Survey of State Road 500 at Station 1269+04.13, as shown on said Right of Way Map; thence departing said South line, North 01°40'44" West along said Centerline, 1328.61 feet to the intersection with the Centerline of Survey of State Road 46, Station 35+74.01, as shown on said Right of Way Map; thence departing said Centerline of State Road 500 North 89°51'34" East along said Centerline of State Road 46, a distance of 684.47 to Station 42+58.48 and the beginning of a curve, concave Northwesterly and having a radius of 573.36 feet, a chord bearing of North 87°31'50" East and a chord distance of 46.60 feet; thence Easterly along the arc of said curve a distance of 46.61 feet to Station 43+05.09 at the intersection of a Southerly projection of the West line of Lot A, Veranda Subdivision as per map recorded in Plat Book 51, Page 79 of said Public Records; thence departing said Centerline North 00°13'15" West along said Southerly projection, 78.25 feet to a point on the Existing Right of Way Line of State Road 46 as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said West Line of Lot A and the Southerly projection thereof, South 83°33'02" West along said Existing Right of Way Line, 182.02 feet to the beginning of the Existing Limited Access Right of Way Line of the State Road 46 and State Road 500 interchange, as shown on said Right of Way Map; thence North 72°07'54" West along said Existing Limited Access Right of Way Line, 276.38 feet; thence North 16°38'04" West along said Existing Limited Access Right of Way Line, 64.54 feet to a point on a curve, concave Northeasterly and having a radius of 427.46 feet, a central angle of 28°19'09", a chord bearing of South 65°12'27" East and a chord distance of 209.13 feet; thence departing said Existing Limited Access Right of Way Line and from a tangent bearing of South 51°02'53" East, run Southeasterly along the arc of said curve, 211.28 feet to a point of non-tangency; thence North 86°23'24" East, 206.58 feet; thence North 75°00'08" East, 68.42 feet to a point on the West line of said Lot A; thence South 00°13'15" East along said West line, 69.21 feet to the POINT OF BEGINNING. CONTAINING 21,407 square feet, more or less.

RETAINING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW ALONG THE NORTHERLY LINE OF SAID PART AND AS SHOWN ON SAID RIGHT OF WAY MAP.  
Item 17 intentionally omitted.

PART B

COMMENCE at a 3" diameter Concrete Monument with a nail and disk marked "RLS 1916" marking the Southwest Corner of the Northwest 1/4 of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence North 89°48'50" East, along the South line of the Northwest 1/4 of said Section 33, a distance of 248.74 feet to a point on the Centerline of Survey of State Road 500 at Station 1269+04.13, as shown on said Right of Way Map; thence departing said South line, North 01°40'44" West along said Centerline, 1328.61 feet to the intersection with the Centerline of Survey of State Road 46, Station 35+74.01, as shown on said Right of Way Map; thence departing said Centerline of State Road 500 North 89°51'34" East along said Centerline of State Road 46, a distance of 684.47 to Station 42+58.48 and the beginning of a curve, concave Northwesterly, having a radius of 573.36 feet, a central angle of 04°39'28", a chord bearing of North 87°31'50" East and a chord distance of 46.60 feet; thence along said Centerline and Easterly along the arc of said curve, 46.61 feet to the intersection of a Southerly projection of the West line of Lot "A", Veranda Subdivision, per map recorded in Plat Book 51, Page 79 of said Public Records; thence departing said Centerline, North 00°13'15" West along said Southerly projection, 78.25 feet to a point on the Existing RW Line of State Road 46, as shown on said Right of Way Map; thence departing said West line and Southerly extension thereof, South 83°33'02" West along said Existing Right of Way Line, 182.02 feet to the beginning of the Existing Limited Access Right of Way Line of the State Road 46 and State Road 500 interchange, as shown on said Right of Way Map; thence North 72°07'54" West along said Existing Limited Access Right of Way Line, 276.38 feet; thence North 16°38'04" West along said Existing Limited Access Right of Way Line, 652.52 feet to the POINT OF BEGINNING; thence North 01°40'44"W along said Existing Limited Access Right of Way Line, 280.96 feet to the End of said Existing Limited Access Right of Way Line; thence continue North 01°40'44 West along the Existing RW Line for State Road 500, as shown on said Right of Way Map, 82.38 feet; thence departing said Existing Right of Way Line, South 05°40'11" East, 82.58 feet to a point henceforth known as POINT "B"; thence continue South 05°40'11" East, 190.43 feet to a point at Station 1291+09.64 and 139.00 feet East of, when measured perpendicular from the Centerline of Survey of State Road 500, as shown on said Right of Way Map; thence South 01°40'44" East along a line parallel and 139.00 feet East of said Centerline, 162.12 feet to a point on said Existing Limited Access Right of Way Line henceforth know as POINT "A"; thence departing said parallel line, North 16°38'04" West along said Existing Limited Access Right of Way Line, 73.62 feet to the POINT OF BEGINNING.

CONTAINING 4,992 square feet, more or less.

RETAINING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW ALONG THE LINE BETWEEN POINTS 'A' AND 'B' DESCRIBED ABOVE AND SHOWN ON SAID RIGHT OF WAY MAP.

(All of the above being a portion of the lands described in Official Records Book 4852, Page 31, Public Records of Lake County, Florida.)

LEGEND

|                                                                |                                    |
|----------------------------------------------------------------|------------------------------------|
| O.R. ----- Official Records Book                               | ① ----- Storm Drainage Manhole     |
| PB ----- Plat Book                                             | TSP ----- Traffic Signal Post      |
| PG ----- Page(s)                                               | □ ----- Traffic Signal Box         |
| (P) ----- Plat Data                                            | ♣ ----- Sign                       |
| S.W.F.W.M.D. ----- Southwest Florida Water Management District | MB ----- Mail Box                  |
| SIR ----- Set 1/2" Iron Rod LB7768                             | □ ----- Electric Pedestal          |
| SMGD ----- Set Mag Nail & Disk LB7768                          | □ ----- Cable Pedestal             |
| FIR ----- Found Iron Rod                                       | □ ----- Telephone Pedestal         |
| FCM ----- Found Concrete Monument                              | □ ----- Fiber Optic Pedestal       |
| P.R.M. ----- Permanent Reference Monument                      | □ ----- Water Meter                |
| R/W ----- Right-of-way                                         | ⚠ ----- Buried Gas Warning Marker  |
| R.P.E. ----- Reserved Perimeter Easement                       | W ----- Water Gate Valve           |
| L.B.E. ----- Landscape Buffer Easement                         | EH ----- Electric Handhole         |
| CCR ----- Certified Corner Record                              | G ----- Gas Gate Valve             |
| ARV ----- Air Release Valve                                    | ICV ----- Irrigation Control Valve |
| BPV ----- Back Flow Preventer                                  | ⚡ ----- Light Pole                 |
| TRANS ----- Transformer                                        | ⌋ ----- Guy Anchor                 |
| RCP ----- Reinforced Concrete Pipe                             | ⊘ ----- Power Pole                 |
| INV ----- Invert                                               |                                    |
| EL. ----- Elevation                                            |                                    |
| CONC ----- Concrete                                            |                                    |
| C&G ----- Curb & Gutter                                        |                                    |
| CHW ----- Concrete Headwall                                    |                                    |
| BWF ----- Barb Wire Fence                                      |                                    |

Boundary & Topographic Survey

PREPARED FOR  
Elevation Development, LLC

LOCATED IN  
Section 28, Township 19 S., Range 27 E.  
Lake County, Florida



www.geopointsurvey.com Fax: (813) 248-2266  
Licensed Business No.: LB 7768

SHEET NUMBER: 01 of 01





### Ordering guide

example: PPT-196L-450-NW-G2-T3-1-UNV-DG1

[illegible]

- |                                                                              |                                                                                             |                                                              |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1. TISO, BE75, and 2100A not available with emergency battery backup (EBBC). | 5. Not available with motion sensor.                                                        | 11. Not available in 2100A.                                  |
| 2. 2100A not available with emergency battery backup cold weather (EBPC).    | 6. Not available with photocell.                                                            | 12. Not available with DO and FAWIS dimming control options. |
| 3. Extended lead times apply. Contact factory for details.                   | 7. Not available in 347 or 480V.                                                            | 13. Must specify a motion sensor lens.                       |
| 4. Not available with other control options.                                 | 8. Must specify input voltage.                                                              | 14. Cannot be combined with HVI and BL-IR13.                 |
|                                                                              | 9. Dimming will not be connected to NEMA receptacle if ordering with other control options. |                                                              |
|                                                                              | 10. Not available in 60V.                                                                   |                                                              |

PPT\_PureForm\_post\_top 04/22 page 1 of 5

Fixture Type 'SLA'

| MARK | DESCRIPTION                                                                                                                                        | MANUFACTURER    | MODEL                    | VOLTS | LAMP |       |       | FIXTURE<br>WATTS |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------|-------|------|-------|-------|------------------|
|      |                                                                                                                                                    |                 |                          |       | QTY  | WATTS | MODEL |                  |
| SLA  | DECORATIVE POST-TOP LED AREA LIGHT WITH TYPE 3 DIST., INTEGRAL DIMMING AND 4000K COLOR TEMP. MOUNTED 18'-0" AFG ON 23' DIRECT BURIAL CONCRETE POLE | PHILLIPS GARDCO | PPT-196L-1150-NWG2-3-UNV | UNV   | 1    | 51    | LED   | 51               |

NOTES:  
DIVISION 16 CONTRACTOR SHALL VERIFY ALL FIXTURE MANUFACTURERS, TYPES, OPTIONS  
AND FINISHES WITH OWNER/ARCHITECT/INTERIOR DESIGNER PRIOR TO ORDERING.

| Calculation Summary  |             |       |      |     |     |         |         |
|----------------------|-------------|-------|------|-----|-----|---------|---------|
| Label                | CalcType    | Units | Avg  | Max | Min | Avg/Min | Max/Min |
| Parking & Drive Area | Illuminance | Fc    | 1.18 | 1.9 | 0.4 | 2.95    | 4.75    |
| Property Line        | Illuminance | Fc    | 0.02 | 0.7 | 0.0 | N.A.    | N.A.    |



REFER TO SHEET E1.01B

1 PARTIAL SITE PLAN - PHOTOMETRICS

1

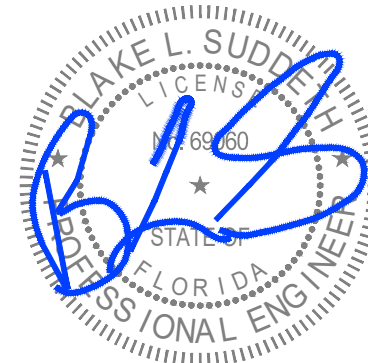
Scale: 1" = 60'-0"

1180 HARWOOD AVE., SUITE 3000  
ALTAMONTE SPRINGS, FLORIDA 32714  
TEL: 321.972.4466  
WWW.JLCENG.COM  
CA NO. 28730

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF AG, WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS EXECUTED OR NOT. THEY ARE NOT TO BE USED IN ANY MANNER ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH THE APPROPRIATE COMPENSATION TO AG. REPRODUCTIONS OF DRAWINGS WITHOUT THE WRITTEN CONSENT OF AG IS PROHIBITED.

JUNIPER VILLAGE  
ELEVATION DEVELOPMENT  
MOUNT DORA, FLORIDA

JLC 22.0169.00



### ADDENDA / REVISIONS

[illegible]

DATE: AUGUST 19th, 2022  
 ISSUE: SCHEMATIC DESIGN  
 PROJECT MGR: BLS  
 PROJECT NO.: 2203

SHEET NAME:

# PARTIAL SITE PLAN PHOTOMETRICS

SHEET NUMBER

# E1.02A

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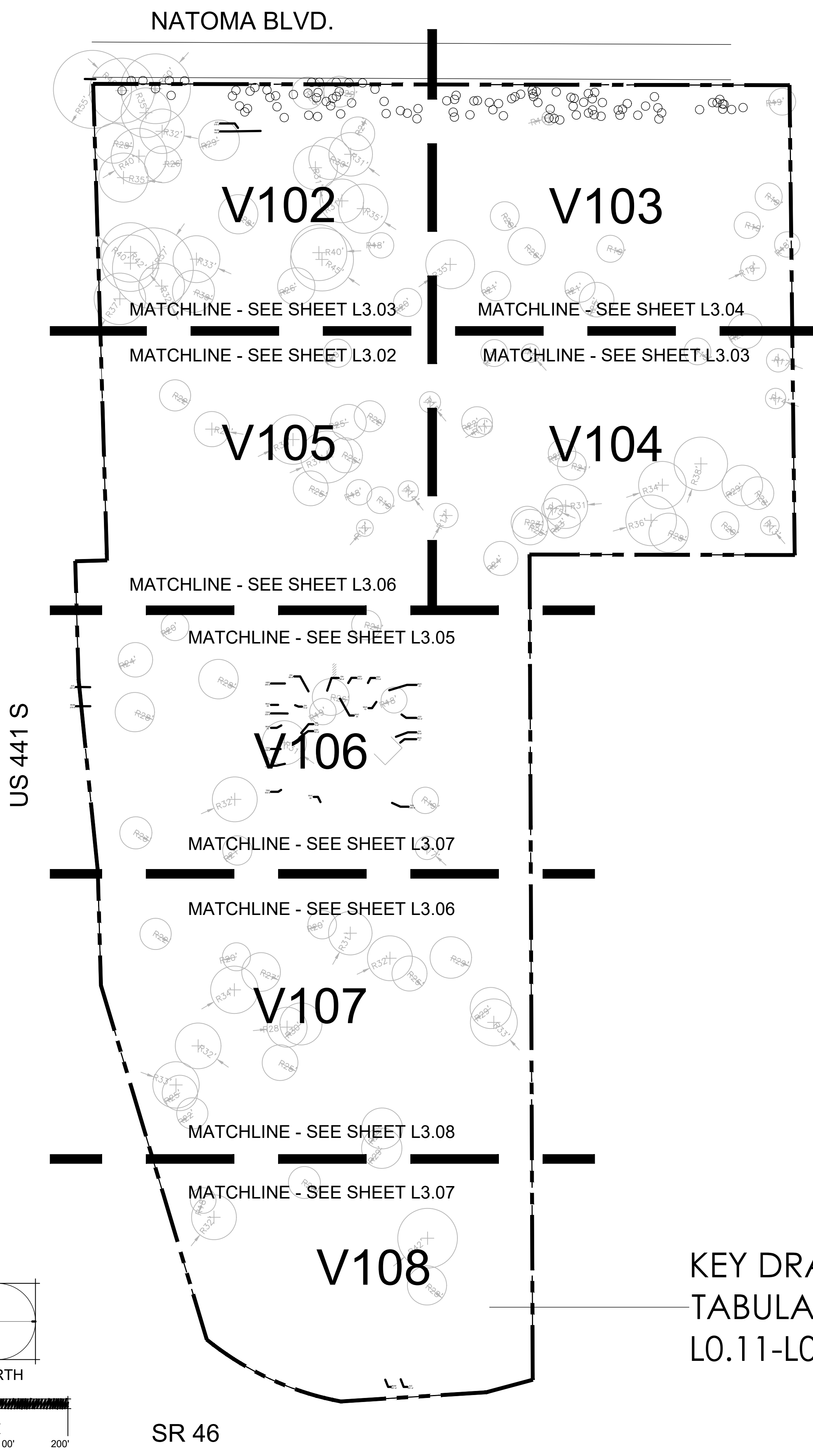
**RECEIVED** 2023 Regular Session Agenda Packet  
By scottw at 9:57 am, Dec 06, 2022



Scale: 1" = 60'-0"

1180 HARWOOD AVE., SUITE 3000  
ALTAMONTE SPRINGS, FLORIDA 32714  
TEL: 321.972.4466  
WWW.JLCENG.COM  
CA NO. 28730





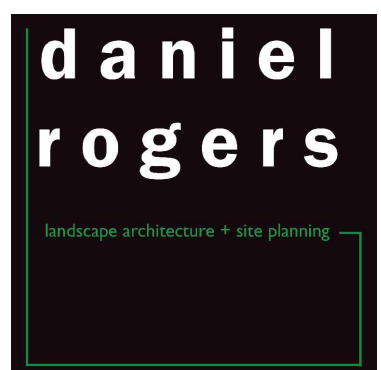
## TREE DATA CALCULATIONS(SECTION 6.6.7.1)

- Total existing number of trees sized 6"-23.99": 1,659
- Total existing numbers of trees preserved 6"-23.99": 90
- Total existing number of trees sized 6" - 23.99" removed: 1,569
- Total existing inches of trees sized 24"or greater: 3,519"
- Total existing numbers of inches preserved size 24" or greater: 114"
- Total existing inches of tree sized 24" or greater removed: 3,405"
- Total number of trees replaced at ratio 1:1 for trees removed 6"-23.99": 1,569
- Total number of trees placed at ratio 1:6 (for trees removed 24" or greater): 568
- Total number of trees to be provided for replacement: 2,137 @3.5" caliper (refer to sheet L3.20)

## GENERAL NOTES:

1. Data shown on each tree tabulation chart corresponds to L & S diversified tree survey dated June 24, 2022, sheets V101 through V111.
2. Refer to sheet L0.20 through L0.27 for trees removed/ preserved.
3. Refer to sheet L3.20 for replacement tree species, quantities and sizes.
4. In the event that multiple trunks are shown as part of one inventory number on the tabulation charts, it is assumed that each trunk represents one tree.

KEY DRAWING PROVIDED IS ASSOCIATED WITH THE TABULATION CHARTS PROVIDED ON SHEETS L0.11-L0.14.



**ACi**  
ARCHITECTURE  
*redefined*

DEVELOPMENT, MANAGEMENT, ARCHITECTURE  
FL AA0002940

955 N. PENNSYLVANIA AVENUE  
WINTER PARK, FLORIDA 32789 USA  
PHONE: (407) 740-8405  
WWW.ACISTUDIOS.COM

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JUNIPER VILLAGE  
ELEVATION DEVELOPMENT  
MOUNT DORA, FLORIDA

DANIEL A. ROGERS, RLA  
FLORIDA LICENSE #6666866

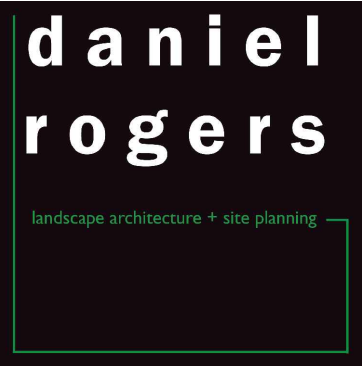
| ADDENDA / REVISIONS |            |                            |
|---------------------|------------|----------------------------|
| NO.                 | DATE       | DESCRIPTION                |
| 1                   | 12/05/2022 | City Comments - Revision 1 |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |

DATE: September 06, 2022  
ISSUE: Permit Submittal  
PROJECT MGR: DRLA  
PROJECT NO.: DRLA-2022.013

SHEET NAME:  
TREE INVENTORY  
KEY PLAN & NOTES

SHEET NUMBER:  
**L0.10**





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JUNIPER VILLAGE  
ELEVATION DEVELOPMENT  
MOUNT DORA, FLORIDA

DANIEL A. ROGERS, RLA  
FLORIDA LICENSE #6666866

| ADDENDA / REVISIONS |            |                            |
|---------------------|------------|----------------------------|
| NO.                 | DATE       | DESCRIPTION                |
| ⚠                   | 12/05/2022 | City Comments - Revision 1 |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |

DATE: September 06, 2022  
ISSUE: Permit Submittal  
PROJECT MGR: DRLA  
PROJECT NO.: DRLA-2022.013

SHEET NAME:  
TREE SURVEY  
TABULATIONS

SHEET NUMBER:  
L0.14

1

V 108

| TREES FOUND |                            |
|-------------|----------------------------|
| Point #     | Raw Description            |
| 301290      | LAO 8"                     |
| 301289      | LAO 24"/26"                |
| 301287      | LAO 6"                     |
| 301286      | LAO 12"                    |
| 301285      | LAO 6"                     |
| 301284      | LAO 6"                     |
| 301283      | LAO 6"                     |
| 301282      | LAO 6"                     |
| 301281      | LAO 10"                    |
| 301280      | LIO 12"                    |
| 301279      | <del>PAL 18"</del>         |
| 301038      | LAO 18"/18"/20"            |
| 301037      | LAO 34"                    |
| 301035      | LAO 10"                    |
| 301034      | LIO 22"/24"                |
| 301032      | LAO 6"                     |
| 301031      | <del>PAL 26"/26"</del>     |
| 301030      | <del>PAL 18"</del>         |
| 301029      | <del>PAL 18"</del>         |
| 301028      | <del>PAL 14"/16"</del>     |
| 301027      | LAO 16"                    |
| 301026      | <del>PAL 16"</del>         |
| 301627      | LAO 6"                     |
| 301626      | LAO 16"                    |
| 301625      | LAO 16"                    |
| 301624      | LAO 18"                    |
| 301383      | <del>PAL 12"/14"/16"</del> |
| 301382      | LAO 6"/8"                  |
| 301381      | <del>PAL 16"/18"</del>     |
| 301380      | <del>PAL 14"/18"</del>     |
| 301379      | LAO 10"                    |
| 301378      | LAO 8"                     |
| 301377      | LAO 10"                    |
| 301376      | <del>PAL 18"/26"</del>     |
| 301375      | <del>PAL 26"</del>         |
| 301374      | <del>PAL 18"</del>         |
| 301373      | LAO 10"                    |
| 301372      | <del>PAL 18"</del>         |
| 301371      | <del>PAL 18"</del>         |
| 301370      | <del>PAL 16"</del>         |
| 301369      | <del>PAL 18"/18"</del>     |
| 301368      | LAO 8"                     |
| 301367      | <del>PAL 26"</del>         |
| 301366      | LAO 14"                    |
| 301365      | <del>PAL 18"/18"/26"</del> |
| 301364      | LAO 8"                     |
| 301363      | LAO 8"                     |
| 301362      | LAO 10"/12"                |
| 301361      | LAO 8"                     |
| 301360      | LAO 6"                     |

| TREES FOUND |                                |
|-------------|--------------------------------|
| Point #     | Raw Description                |
| 301359      | <del>PAL 22"</del>             |
| 301358      | LAO 8"                         |
| 301357      | LAO 12"                        |
| 301356      | LAO 12"                        |
| 301355      | LAO 6"                         |
| 301354      | LAO 10"                        |
| 301353      | LAO 8"                         |
| 301352      | LAO 6"                         |
| 301351      | LAO 6"/8"/10"                  |
| 301350      | <del>PAL 18"/26"</del>         |
| 301697      | <del>PAL 14"/16"/18"/20"</del> |
| 301696      | <del>PAL 16"</del>             |
| 301695      | <del>PAL 18"/18"</del>         |
| 301694      | <del>PAL 14"/18"</del>         |
| 301693      | <del>PAL 16"/18"</del>         |
| 301692      | LAO 12"                        |
| 301691      | LAO 10"                        |
| 301690      | LAO 8"                         |
| 301689      | <del>PAL 14"</del>             |
| 301688      | LAO 6"                         |
| 301687      | LAO 10"                        |
| 301686      | LAO 12"                        |
| 301685      | <del>PAL 14"/16"</del>         |
| 301684      | LAO 10"                        |
| 301683      | LAO 6"                         |
| 301682      | LAO 12"                        |
| 301681      | <del>PAL 16"/18"</del>         |
| 301680      | <del>PAL 26"</del>             |
| 301679      | LAO 22"                        |
| 301678      | <del>PAL 26"</del>             |
| 301677      | <del>PAL 16"</del>             |
| 301676      | <del>PAL 12"/16"/26"</del>     |
| 301675      | <del>PAL 12"/16"/16"/18"</del> |
| 301674      | LAO 6"                         |
| 301673      | LAO 6"                         |
| 301672      | <del>PAL 16"/16"/18"/20"</del> |
| 301671      | <del>PAL 18"</del>             |
| 301670      | <del>PAL 26"</del>             |
| 301642      | LAO 8"/8"                      |
| 301641      | <del>PAL 26"</del>             |
| 301640      | LAO 10"                        |
| 301639      | LAO 6"                         |
| 301638      | LAO 6"/6"                      |
| 301637      | <del>PAL 26"</del>             |
| 301636      | LAO 8"                         |
| 301635      | LAO 28"/30"                    |
| 301634      | <del>PAL 16"/18"</del>         |
| 301632      | <del>PAL 18"</del>             |
| 301631      | LAO 40"                        |

Area Summary:

138 Total Trees

7 Trees  
(24" or above):  
206"

131 (6"-23.99')

April 18, 2023 Regular Session Agenda Packet

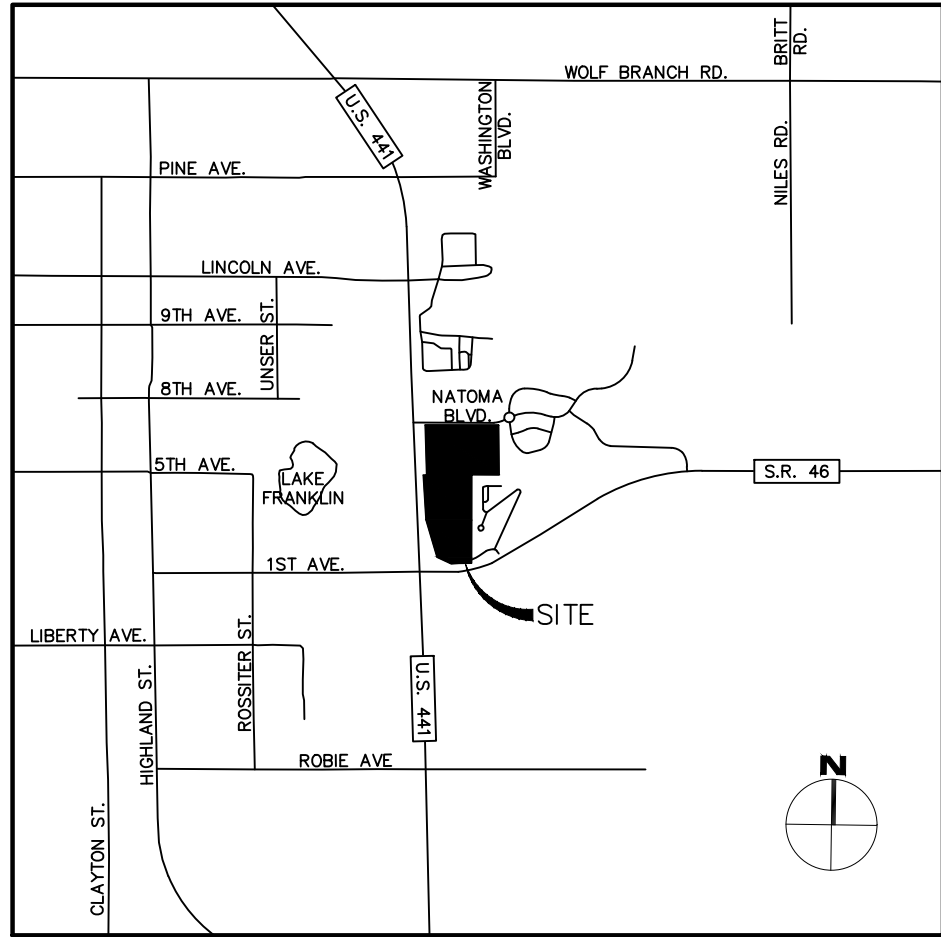
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SURVEYOR'S NOTES:

- THIS SURVEY REPRESENTS A TREE SURVEY AS DESCRIBED BY STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THIS SURVEY IS LIMITED TO: (1) THE LOCATION TREES WITHIN PROJECT LIMITS AS DESCRIBED IN THE CONTRACT. (2) SPECIMEN TREE SURVEY.
- THIS NOT A BOUNDARY SURVEY. BOUNDARY INFORMATION SHOWN WAS PROVIDED BY THE CLIENT, ANY PARCEL OR BOUNDARY INFORMATION SHOWN IS FOR REFERENCE ONLY.
- COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.
- THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS A REPRESENTATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
- THE SURVEYOR DID NOT INSPECT THE PROPERTY SHOWN HEREON FOR ENVIRONMENTAL HAZARDS.
- THIS FIRM IDENTIFIED VARIOUS TYPES OF TREES LOCATED ON THIS SITE BASED ON COMMON KNOWLEDGE OF TREE SPECIES. A QUALIFIED LANDSCAPE ARCHITECT SHOULD BE EMPLOYED FOR POSITIVE IDENTIFICATION OF TREE SPECIES. TREE DIAMETERS ARE APPROXIMATE AND WERE MEASURED AT BREAST HEIGHT. ONLY TREES 6 CALIPER INCHES OR LARGER WERE LOCATED AND SHOWN ON THE SURVEY. HEDGES AND GROUND COVER WERE NOT LOCATED AND ARE NOT SHOWN. EXOTIC TREES SUCH AS MELALEUCA, BRAZILIAN PEPPER AND AUSTRALIAN PINE WERE NOT LOCATED OR SHOWN HEREON.
- ORNAMENTAL PLANTS, HEDGES, SPRINKLER HEADS WERE NOT LOCATED.
- UNDERGROUND UTILITIES WERE NOT COLLECTED.
- L & S DIVERSIFIED, LLC DID NOT SEARCH THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS AFFECTING THE PROPERTY BEING SURVEYED. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY L & S DIVERSIFIED, LLC (L&S). L&S HAS TAKEN ALL REASONABLE STEPS TO ENSURE THE ACCURACY OF THIS DOCUMENT. WE CANNOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE BY OTHERS AFTER IT LEAVES OUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY (WHICH BEARS THE RAISED SURVEYORS CERTIFICATION SEAL IF APPLICABLE) TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS AND/OR MODIFICATIONS HAVE NOT BEEN MADE. L&S MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR REVIEWED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT L&S DIRECTLY FOR VERIFICATION OF ACCURACY.
- THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=20' OR SMALLER.
- THIS SURVEY CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

VICINITY MAP: NOT TO SCALE



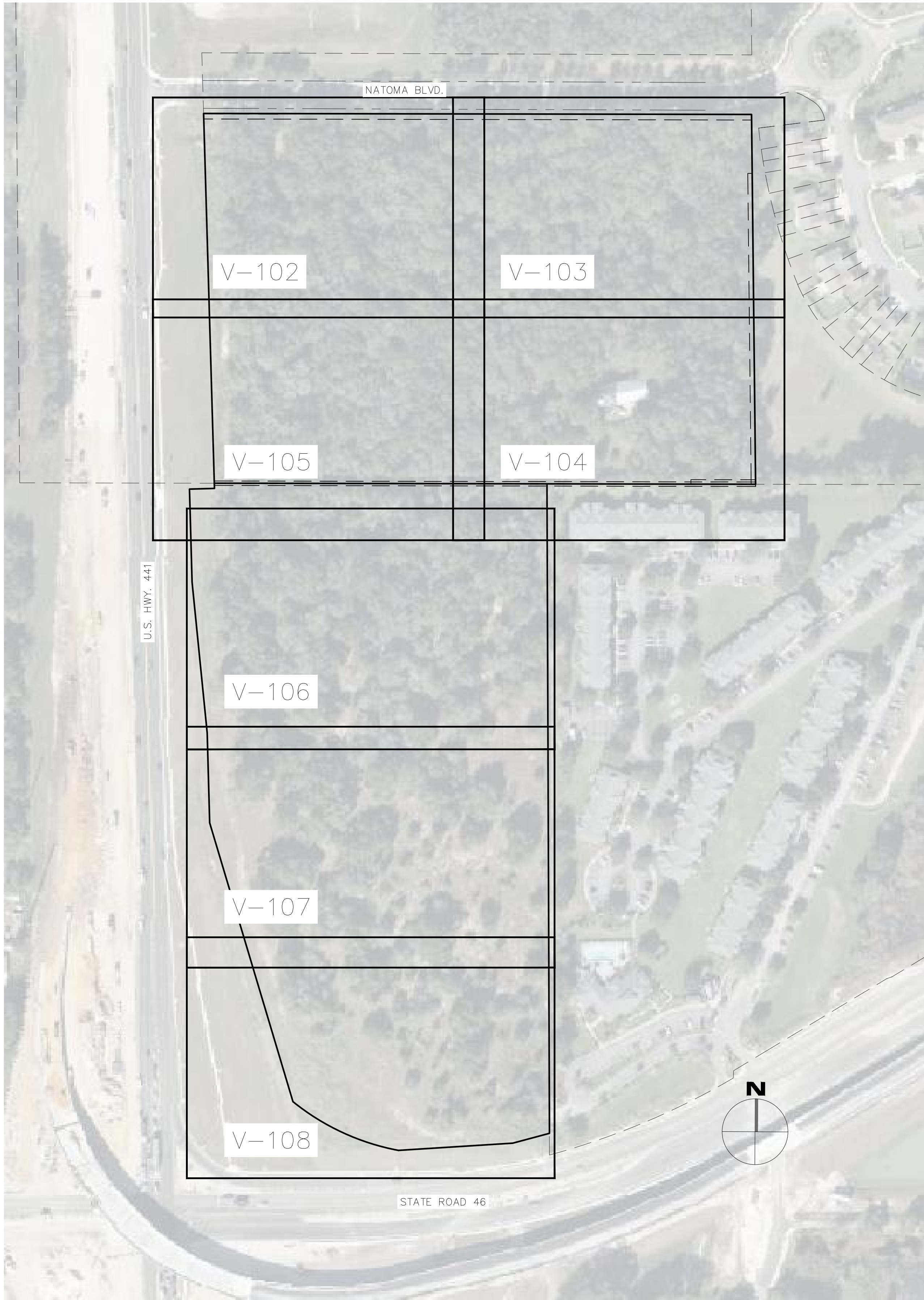
SHEET INDEX:

- |           |                                                   |
|-----------|---------------------------------------------------|
| V101      | SURVEYOR'S NOTES, LEGEND, KEY MAP, & VICINITY MAP |
| V102-V108 | TREE SURVEY - SEE KEY MAP FOR LOCATIONS           |
| V109-V111 | POINT TABLES                                      |

SYMBOL AND ABBREVIATION LEGEND:

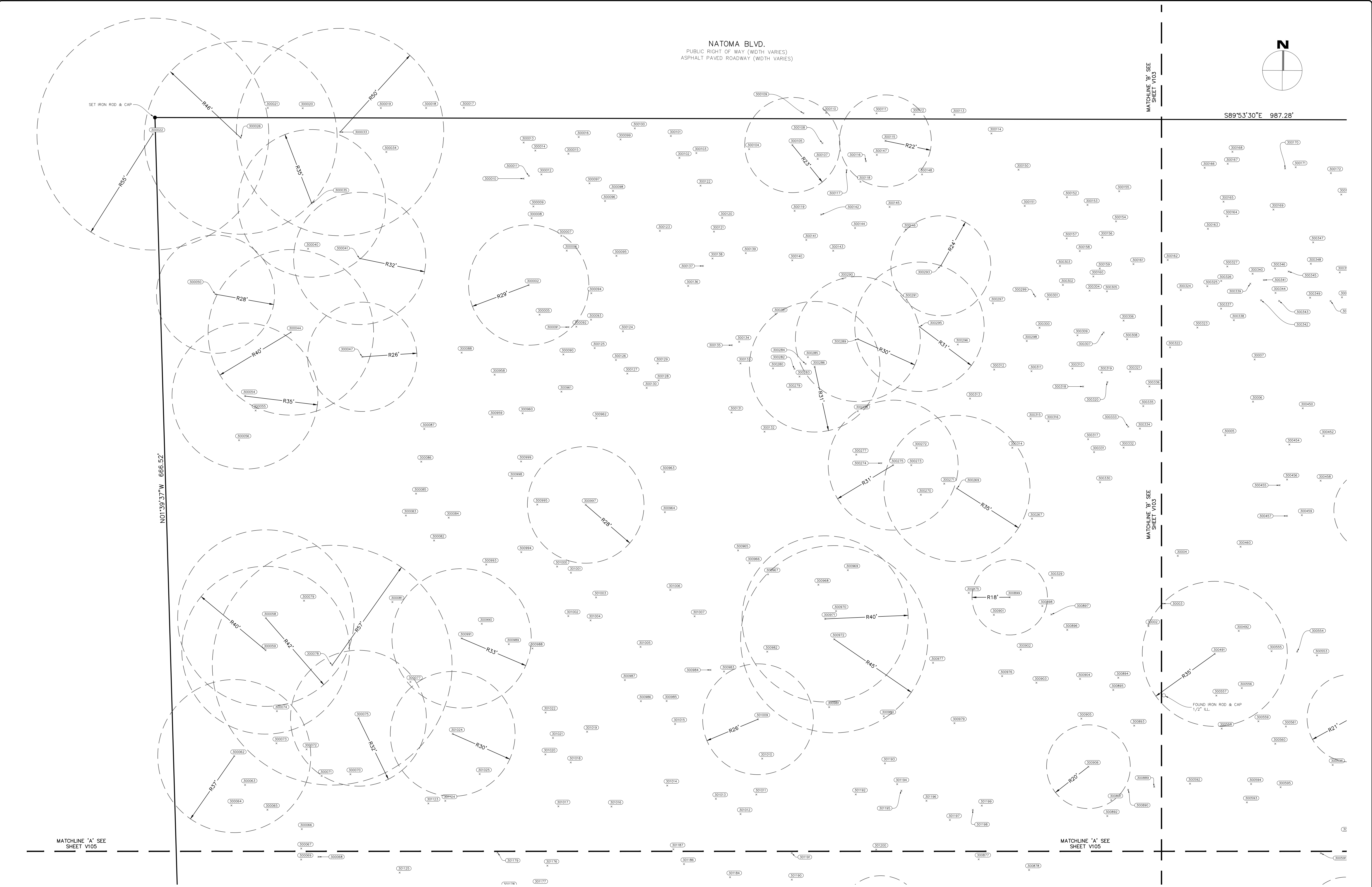
- |           |                                                                                       |
|-----------|---------------------------------------------------------------------------------------|
|           | BENCHMARK LOCATION                                                                    |
| LAO       | LAUREL OAK                                                                            |
| LIO       | LIVE OAK                                                                              |
| MAG       | MAGNOLIA                                                                              |
| PAL       | PALM                                                                                  |
| PIN       | PINE                                                                                  |
| BM        | BENCHMARK                                                                             |
| FND       | FOUND                                                                                 |
| —         | CONTINUOUS                                                                            |
| - - -     | DASHED LINE                                                                           |
| - - -     | DRIP EDGE OF TREES GREATER THAN 24" IN DIAMETER AT BREAST HEIGHT                      |
| 6"/8"/12" | MULTIPLE TREE SIZES DENOTES A CLUSTER OF TREES AND DIAMETERS OF TREES IN THAT CLUSTER |
|           | DISTANCE FROM TREE TO DRIP EDGE                                                       |

KEY MAP: NOT TO SCALE



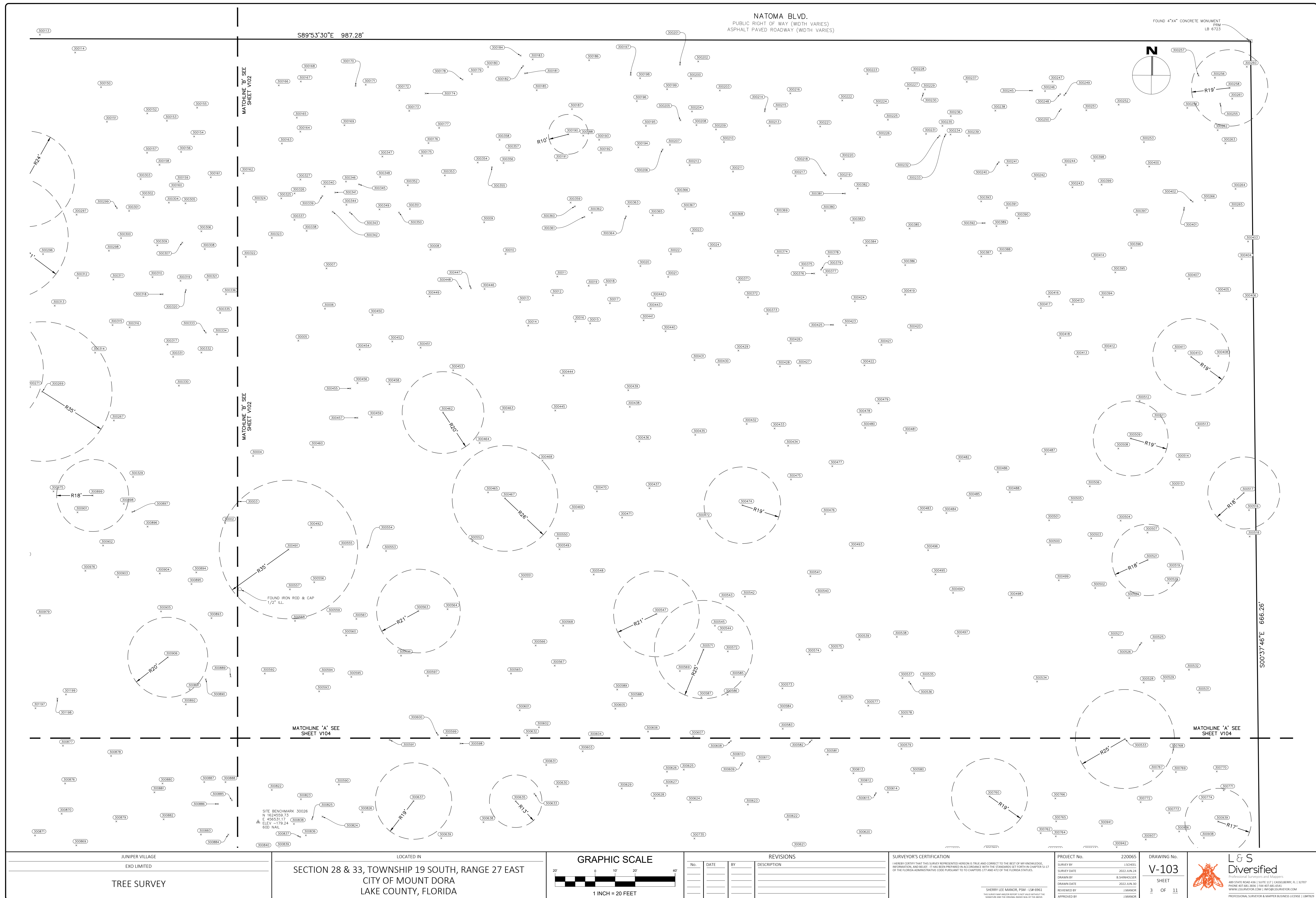
|                 |  |                                                                                                 |  |           |  |  |  |                          |  |             |  |             |  |                                                                                                                                                                                                                                                                                                                                                              |  |             |  |             |  |           |  |          |  |
|-----------------|--|-------------------------------------------------------------------------------------------------|--|-----------|--|--|--|--------------------------|--|-------------|--|-------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------|--|-------------|--|-----------|--|----------|--|
| JUNIPER VILLAGE |  | LOCATED IN                                                                                      |  | REVISIONS |  |  |  | SURVEYOR'S CERTIFICATION |  | PROJECT No. |  | DRAWING No. |  | <div><div><div>L &amp; S</div><div>Diversified</div><div>Professional Surveyors and Mappers</div><div>489 STATE ROAD 436   SUITE 117   CASSELBERRY, FL 32707</div><div>PHONE: 807.661.8818   FAX: 807.661.8841</div><div>WWW.LSSURVEYOR.COM   INFO@LSSURVEYOR.COM</div><div>PROFESSIONAL SURVEYOR &amp; MAPPER BUSINESS LICENSE   18075429</div></div></div> |  |             |  |             |  |           |  |          |  |
| EXO LIMITED     |  | SECTION 28 & 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST<br>CITY OF MOUNT DORA<br>LAKE COUNTY, FLORIDA |  |           |  |  |  |                          |  | No.         |  | DATE        |  |                                                                                                                                                                                                                                                                                                                                                              |  | BY          |  | DESCRIPTION |  | 220065    |  | V-101    |  |
| TREE SURVEY     |  |                                                                                                 |  |           |  |  |  |                          |  |             |  |             |  |                                                                                                                                                                                                                                                                                                                                                              |  |             |  |             |  | SURVEY BY |  | J.SCHWEL |  |
|                 |  |                                                                                                 |  |           |  |  |  |                          |  |             |  | SURVEY DATE |  |                                                                                                                                                                                                                                                                                                                                                              |  | 2022 JUN 24 |  |             |  |           |  |          |  |
|                 |  |                                                                                                 |  |           |  |  |  |                          |  |             |  | DRAWN BY    |  |                                                                                                                                                                                                                                                                                                                                                              |  | B.SHRINKLER |  |             |  |           |  |          |  |
|                 |  |                                                                                                 |  |           |  |  |  |                          |  |             |  | DRAWN DATE  |  | 2022 JUN 30                                                                                                                                                                                                                                                                                                                                                  |  |             |  |             |  |           |  |          |  |
|                 |  |                                                                                                 |  |           |  |  |  |                          |  |             |  | REVIEWED BY |  | J.MANOR                                                                                                                                                                                                                                                                                                                                                      |  |             |  |             |  |           |  |          |  |
|                 |  |                                                                                                 |  |           |  |  |  |                          |  |             |  | APPROVED BY |  | J.MANOR                                                                                                                                                                                                                                                                                                                                                      |  |             |  |             |  |           |  |          |  |





|                                                   |  |                                                                                                               |                                                        |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                 |                                    |                                                                                                                                                                                                                                                                            |
|---------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| JUNIPER VILLAGE<br>EXO LIMITED<br><br>TREE SURVEY |  | LOCATED IN<br>SECTION 28 & 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST<br>CITY OF MOUNT DORA<br>LAKE COUNTY, FLORIDA | GRAPHIC SCALE<br>20' 0 10' 20' 40'<br>1 INCH = 20 FEET | REVISIONS<br>No. DATE BY DESCRIPTION | SURVEYOR'S CERTIFICATION<br>I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 422 OF THE FLORIDA STATUTES.<br><br>SHERRY LEE MANOR, PSM - LSR 6961<br>THE SURVEY MAP AND REPORT HAVE BEEN REVIEWED FOR COMPLETION AND THE ORIGINAL SIGNED COPY OF THE WORK. | PROJECT No. 220065<br>SHEET 1<br>DRAWN BY B. SHINKINS<br>DRAWN DATE 2022 JUN 30<br>REVIEWED BY J. MANOR<br>APPROVED BY J. MANOR | DRAWING No. V-102<br>SHEET 2 OF 11 | <br>L & S<br>Diversified<br>Professional Surveyors and Mappers<br>489 STATE ROAD 436   SUITE 117   CASSELBERRY, FL 32707<br>PHONE: 407.461.8811 FAX: 407.461.8814<br>WWW.LSSURVEYOR.COM   INFO@LSSURVEYOR.COM<br>PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE   1887529 |
|---------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



























POINT TABLES: ALL TREES ON SHEET V-102

| TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 |
|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|
| Point #     | Raw Description | Point #     | Raw Description | Point #     | Raw Description | Point #     | Raw Description | Point #     | Raw Description |
| 300906      | LAO 26"         | 300990      | LAO 12"         | 300044      | LIO 19"/26"     | 300296      | LIO 8"          | 300124      | LIO 10"         |
| 300905      | PIN 18"         | 300989      | PIN 18"         | 300041      | LIO 11"         | 300295      | LAO 34"         | 300123      | LIO 8"/12"      |
| 300904      | LAO 6"          | 300988      | LIO 10"         | 300040      | LIO 9"          | 300293      | LAO 28"         | 300122      | LAO 12"         |
| 300903      | PIN 22"         | 300987      | PIN 16"         | 300035      | LIO 31"         | 300291      | LAO 8"          | 300121      | LIO 6"          |
| 300902      | LAO 20"         | 300986      | LAO 10"         | 300034      | LIO 23"         | 300290      | LIO 20"         | 300120      | PAL 14"/16"     |
| 300901      | PIN 10"         | 300985      | LIO 16"         | 300033      | LIO 31"         | 300289      | LAO 32"         | 300119      | LAO 6"          |
| 300899      | PIN 24"         | 300984      | PIN 12"         | 300026      | LIO 25"         | 300286      | LIO 24"         | 300118      | LAO 14"         |
| 300898      | PIN 16"         | 300983      | PIN 22"         | 300022      | LIO 45"         | 300285      | LIO 16"         | 300117      | LAO 6"          |
| 300897      | PIN 12"         | 300982      | LAO 10"         | 300021      | LIO 10"         | 300284      | LIO 18"         | 300116      | LAO 6"          |
| 300896      | LAO 10"         | 300981      | LIO 20"         | 300020      | LIO 7"          | 300283      | LIO 18"         | 300115      | LAO 20"         |
| 300895      | LAO 14"         | 300980      | LAO 10"         | 300019      | LIO 8"          | 300282      | LIO 14"         | 300114      | LAO 6"          |
| 300894      | PIN 14"         | 300979      | LIO 40"         | 300018      | LIO 9"          | 300281      | LAO 10"         | 300113      | LIO 10"         |
| 300893      | LAO 8"          | 300977      | LIO 18"/20"/20" | 300017      | LIO 7"          | 300280      | LAO 8"          | 300112      | LAO 10"         |
| 300892      | LAO 10"         | 300976      | PIN 18"         | 300016      | LIO 12"         | 300279      | LAO 12"         | 300111      | LIO 6"          |
| 300891      | PIN 18"         | 300975      | LAO 20"         | 300015      | PAL 13"         | 300278      | LAO 6"          | 300110      | LIO 6"          |
| 300890      | LIO 16"         | 300972      | LIO 42"         | 300014      | LIO 23"         | 300277      | LAO 8"          | 300109      | LIO 6"          |
| 300889      | PIN 20"         | 300971      | LIO 24"         | 300013      | LIO 11"         | 300275      | LIO 18"/24"     | 300108      | LIO 14"         |
| 301200      | LIO 12"         | 300970      | LIO 12"         | 300012      | LIO 7"          | 300274      | LIO 20"         | 300107      | LAO 12"         |
| 301199      | PIN 20"         | 300969      | LIO 14"         | 300011      | LIO 12"         | 300273      | LIO 18"         | 300105      | LIO 34"         |
| 301198      | LAO 10"         | 300968      | LIO 12"         | 300010      | LIO 11"         | 300272      | LAO 8"          | 300104      | LAO 8"          |
| 301197      | LAO 18"/18"     | 300967      | LAO 12"         | 300009      | LAO 20"         | 300271      | LAO 10"         | 300103      | LAO 10"         |
| 301196      | LIO 12"         | 300966      | LAO 14"         | 300008      | LIO 11"         | 300270      | LAO 14"         | 300102      | LIO 8"          |
| 301195      | LAO 16"         | 300965      | LAO 12"         | 300007      | LIO 10"/13"/14" | 300269      | LAO 32"         | 300101      | LAO 10"         |
| 301194      | LIO 8"          | 300964      | LAO 16"         | 300006      | LIO 8"          | 300267      | PIN 20"         | 300100      | LIO 8"          |
| 301193      | LIO 8"          | 300963      | PIN 18"         | 300005      | LIO 8"          | 300161      | LAO 6"          | 300099      | LAO 8"          |
| 301192      | LIO 22"         | 300962      | LIO 8"          | 300002      | LAO 22"         | 300160      | PIN 12"         | 300098      | LIO 22"         |
| 301187      | LIO 16"         | 300961      | LIO 18"         | 300002      | PIN 18"         | 300159      | LAO 8"          | 300097      | LIO 18"         |
| 301124      | LIO 14"         | 300960      | LIO 22"         | 300335      | LAO 14"         | 300158      | PIN 20"         | 300096      | LIO 18"         |
| 301123      | LIO 14"/20"     | 300959      | LIO 10"         | 300334      | LAO 12"         | 300157      | LAO 18"         | 300095      | LAO 16"         |
| 301025      | PAL 14"         | 300958      | LIO 18"         | 300333      | PIN 18"         | 300156      | LAO 12"         | 300094      | LIO 8"          |
| 301024      | LAO 26"         | 300888      | SYC 7"          | 300332      | LAO 12"         | 300155      | LAO 12"         | 300093      | LIO 12"         |
| 301022      | LAO 22"         | 300087      | PAL 14"         | 300331      | PIN 16"         | 300154      | LAO 14"         | 300092      | PIN 12"         |
| 301021      | LAO 20"         | 300086      | LAO 17"         | 300330      | PIN 14"         | 300153      | LAO 18"         | 300091      | LIO 10"         |
| 301020      | LAO 10"         | 300085      | LAO 12"         | 300329      | PIN 18"         | 300152      | LAO 6"          | 300090      | LAO 8"          |
| 301019      | LAO 10"         | 300084      | LIO 22"         | 300336      | LAO 8"          | 300151      | LAO 18"         |             |                 |
| 301018      | LIO 8"          | 300083      | LAO 20"         | 300321      | LAO 8"          | 300150      | LAO 6"/20"      |             |                 |
| 301017      | PAL 8"          | 300082      | PAL 8"          | 300320      | LAO 18"         | 300148      | LAO 6"          |             |                 |
| 301016      | LAO 8"          | 300081      | LIO 15"/19"/22" | 300319      | LAO 14"         | 300147      | LAO 6"          |             |                 |
| 301015      | LIO 8"          | 300079      | LAO 12"         | 300318      | LAO 14"         | 300146      | LAO 6"          |             |                 |
| 301014      | LIO 14"         | 300078      | LAO 29"         | 300317      | LAO 12"         | 300145      | LAO 8"          |             |                 |
| 301013      | LIO 14"         | 300077      | LAO 12"         | 300316      | PIN 18"         | 300144      | LAO 8"          |             |                 |
| 301012      | PIN 20"         | 300075      | LAO 27"         | 300315      | LAO 8"          | 300143      | LAO 8"          |             |                 |
| 301011      | LIO 10"         | 300074      | PAL 11"         | 300314      | PIN 16"         | 300142      | LAO 10"         |             |                 |
| 301010      | LAO 16"         | 300073      | LAO 10"         | 300313      | LAO 8"          | 300141      | LAO 12"         |             |                 |
| 301009      | LAO 26"         | 300072      | LAO 17"         | 300312      | LAO 16"         | 300140      | LAO 22"         |             |                 |
| 301007      | LAO 20"         | 300071      | LAO 18"         | 300311      | LAO 14"         | 300139      | LAO 10"         |             |                 |
| 301006      | PIN 12"         | 300070      | LAO 10"         | 300310      | PIN 16"         | 300138      | LAO 14"         |             |                 |
| 301005      | LAO 22"         | 300067      | LAO 12"         | 300309      | PIN 18"         | 300137      | LAO 16"         |             |                 |
| 301004      | LAO 12"         | 300066      | LAO 13"         | 300308      | LAO 14"         | 300136      | LAO 10"         |             |                 |
| 301003      | LAO 20"         | 300065      | LAO 8"          | 300307      | LAO 12"         | 300135      | LAO 8"          |             |                 |
| 301002      | LAO 14"         | 300064      | LAO 14"         | 300306      | LAO 6"          | 300134      | LAO 6"          |             |                 |
| 301001      | LAO 16"         | 300063      | LAO 18"         | 300305      | LAO 8"          | 300133      | LAO 6"          |             |                 |
| 301000      | LAO 12"         | 300062      | LAO 13"         | 300304      | LAO 10"         | 300132      | LAO 16"         |             |                 |
| 300999      | LAO 10"         | 300059      | LAO 35"         | 300303      | LAO 10"         | 300131      | LAO 20"         |             |                 |
| 300998      | LAO 18"         | 300058      | LAO 34"         | 300302      | PIN 14"         | 300130      | PAL 14"         |             |                 |
| 300997      | LAO 24"         | 300056      | PAL 9"          | 300301      | LAO 6"          | 300129      | LIO 6"          |             |                 |
| 300995      | LAO 16"         | 300055      | PAL 10"         | 300300      | LAO 6"          | 300128      | LAO 12"         |             |                 |
| 300994      | PIN 20"         | 300054      | LIO 34"         | 300299      | LAO 12"         | 300127      | LAO 16"         |             |                 |
| 300993      | LAO 16"         | 300050      | LIO 26"         | 300298      | LAO 14"         | 300126      | LIO 8"          |             |                 |
| 300991      | LAO 24"/26"     | 300047      | LIO 25"         | 300297      | PIN 16"         | 300125      | LIO 10"         |             |                 |

POINT TABLES: ALL TREES ON SHEET V-103

| TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 |
|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|
| Point #     | Row Description | Point #     | Row Description | Point #     | Row Description | Point #     | Row Description | Point #     | Row Description | Point #     | Row Description | Point #     | Row Description |
| 300488      | LAO 22"         | 300425      | PIN 14"         | 30018       | LAO 8"          | 300261      | LIO 14"         | 300200      | LAO 8"          | 300576      | PIN 18"         | 300508      | LAO 20"         |
| 300487      | LAO 14"         | 300424      | PIN 12"         | 30017       | PIN 18"         | 300260      | LAO 14"         | 300199      | LAO 18"         | 300575      | PIN 10"         | 300507      | PIN 10"         |
| 300486      | PIN 18"         | 300423      | PIN 18"         | 30016       | LAO 8"          | 300258      | PIN 26"         | 300198      | LAO 14"         | 300574      | PIN 12"         | 300506      | PIN 12"         |
| 300485      | PIN 16"         | 300422      | PIN 18"         | 30015       | PIN 18"         | 300257      | LAO 12"         | 300197      | LAO 14"         | 300573      | LIO 22"         | 300505      | LAO 14"         |
| 300484      | PIN 14"         | 300421      | PIN 18"         | 30014       | PIN 18"         | 300256      | LAO 12"         | 300196      | PIN 18"         | 300572      | PIN 10"         | 300504      | LAO 16"         |
| 300483      | SYC 10"         | 300420      | LIO 12"         | 30013       | LAO 16"         | 300255      | LAO 8"          | 300195      | LAO 10"         | 300571      | LAO 26"         | 300503      | LAO 22"         |
| 300482      | LIO 10"         | 300419      | PIN 18"         | 30012       | LAO 16"         | 300254      | PIN 14"         | 300194      | PIN 10"         | 300569      | LAO 20"         | 300502      | LAO 16"         |
| 300481      | LIO 16"         | 300418      | LAO 18"         | 30011       | PIN 16"         | 300253      | PIN 14"         | 300193      | LIO 16"         | 300568      | PIN 18"         | 300501      | LAO 10"         |
| 300480      | LAO 10"         | 300417      | LAO 16"         | 30010       | LAO 14"         | 300252      | LAO 18"         | 300192      | PIN 18"         | 300567      | PIN 16"         | 300500      | LAO 12"         |
| 300479      | LAO 10"         | 300416      | LAO 8"          | 30009       | LAO 14"         | 300251      | LAO 8"          | 300191      | LAO 10"         | 300566      | SYC 12"         | 300499      | LAO 14"         |
| 300478      | LAO 14"         | 300415      | LAO 10"         | 30008       | LAO 18"         | 300250      | LAO 10"         | 300190      | PIN 24"         | 300565      | PIN 14"         | 300498      | LAO 22"         |
| 300477      | SYC 20"         | 300414      | LIO 12"         | 30007       | SYC 12"         | 300249      | LAO 14"         | 300188      | LAO 8"          | 300564      | LAO 18"         | 300497      | LAO 14"         |
| 300476      | SYC 20"         | 300413      | LAO 18"         | 30006       | PIN 22"         | 300248      | PIN 18"         | 300187      | LAO 10"         | 300563      | LAO 28"         | 300496      | PIN 12"         |
| 300475      | PIN 16"         | 300412      | LAO 10"         | 30005       | LAO 18"         | 300247      | LAO 14"         | 300186      | LAO 16"         | 300561      | PIN 16"         | 300495      | PIN 16"         |
| 300474      | PIN 24"         | 300411      | LIO 12"         | 30004       | SYC 16"         | 300246      | LAO 14"         | 300185      | PIN 10"         | 300560      | PIN 12"         | 300494      | PIN 12"         |
| 300472      | SYC 14"         | 300410      | LAO 24"         | 300369      | LAO 20"         | 300245      | LAO 12"         | 300184      | PIN 16"         | 300559      | PIN 14"         | 300493      | PIN 18"         |
| 300471      | LIO 16"         | 300408      | LAO 16"/16"     | 300368      | PIN 16"         | 300244      | PIN 18"         | 300183      | LAO 10"         | 300558      | LAO 22"         | 300492      | LIO 22"         |
| 300470      | PIN 18"         | 300407      | LAO 16"/16"     | 300367      | PIN 16"         | 300243      | LAO 16"         | 300182      | LAO 10"         | 300557      | LAO 18"         | 300491      | LIO 29"         |
| 300469      | PIN 14"         | 300406      | LAO 16"/16"/18" | 300366      | LAO 6"          | 300242      | PIN 20"         | 300181      | PIN 14"         | 300556      | PIN 18"         | 300607      | PIN 16"         |
| 300468      | PIN 12"         | 300405      | LAO 20"         | 300365      | LAO 8"          | 300241      | LAO 14"         | 300180      | PIN 14"         | 300555      | LIO 10"         | 300604      | PIN 16"         |
| 300467      | LAO 24"         | 300404      | LAO 22"         | 300364      | PIN 14"         | 300240      | LAO 10"         | 300179      | PIN 14"         | 300554      | LAO 22"         |             |                 |
| 300465      | PIN 16"         | 300403      | LAO 12"         | 300363      | LAO 16"         | 300239      | PIN 8"          | 300178      | LAO 12"         | 300553      | PIN 14"         |             |                 |
| 300464      | PIN 16"         | 300402      | LAO 20"         | 300362      | PIN 14"         | 300238      | LAO 8"          | 300177      | LAO 12"         | 300552      | PIN 20"         |             |                 |
| 300463      | PIN 16"         | 300401      | LAO 10"         | 300361      | PIN 16"         | 300237      | PIN 20"         | 300176      | LAO 12"         | 300551      | LAO 22"         |             |                 |
| 300462      | LAO 24"         | 300400      | PIN 18"         | 300360      | LAO 10"         | 300236      | LAO 8"          | 300175      | LAO 14"         | 300550      | PIN 12"         |             |                 |
| 300460      | PIN 20"         | 300399      | LAO 14"         | 300359      | LAO 14"         | 300235      | LAO 12"         | 300174      | LAO 6"          | 300549      | PIN 18"         |             |                 |
| 300459      | PIN 12"         | 300398      | LAO 18"         | 300358      | LAO 8"          | 300234      | LAO 8"          | 300173      | PIN 14"         | 300548      | SYC 10"         |             |                 |
| 300458      | PIN 18"         | 300397      | LAO 12"         | 300357      | PIN 18"         | 300233      | LAO 10"         | 300172      | LAO 22"         | 300547      | LIO 27"         |             |                 |
| 300457      | PIN 16"         | 300396      | LIO 12"         | 300356      | LAO 14"         | 300232      | PIN 20"         | 300171      | LAO 12"         | 300545      | PIN 10"         |             |                 |
| 300456      | LAO 14"         | 300395      | LIO 12"         | 300355      | LAO 8"          | 300231      | PIN 12"         | 300170      | LAO 12"         | 300544      | PIN 12"         |             |                 |
| 300455      | PIN 18"         | 300394      | LIO 10"         | 300354      | LAO 14"         | 300230      | PIN 10"         | 300169      | LIO 8"          | 300543      | PIN 12"         |             |                 |
| 300454      | PIN 16"         | 300393      | LAO 12"         | 300353      | PIN 18"         | 300229      | LAO 12"         | 300168      | LAO 18"         | 300542      | PIN 12"         |             |                 |
| 300453      | PIN 16"         | 300392      | PIN 14"/14"     | 300352      | LAO 12"         | 300228      | PIN 18"         | 300167      | PIN 12"         | 300541      | PIN 12"         |             |                 |
| 300452      | PIN 14"         | 300391      | LIO 12"         | 300351      | LAO 10"         | 300227      | LAO 14"         | 300166      | LAO 18"         | 300540      | PIN 12"         |             |                 |
| 300451      | LAO 16"         | 300390      | LIO 14"         | 300350      | LAO 14"         | 300226      | LAO 12"         | 300165      | PIN 18"         | 300539      | PIN 14"         |             |                 |
| 300450      | PIN 18"         | 300389      | LAO 14"         | 300349      | PIN 14"         | 300225      | LAO 8"          | 300164      | LAO 8"          | 300538      | SYC 10"         |             |                 |
| 300449      | PIN 16"         | 300388      | PIN 16"         | 300348      | PIN 18"         | 300224      | LAO 14"         | 300163      | LAO 8"          | 300537      | PIN 12"         |             |                 |
| 300448      | PIN 14"         | 300387      | LAO 12"         | 300347      | LAO 12"         | 300223      | PIN 16"         | 300162      | LAO 18"         | 300536      | PIN 18"         |             |                 |
| 300447      | PIN 12"         | 300386      | LAO 14"         | 300346      | LAO 6"          | 300222      | LIO 6"          | 300632      | PIN 14"         | 300535      | PIN 12"         |             |                 |
| 300446      | PIN 12"         | 300385      | LIO 18"         | 300345      | LAO 12"         | 300221      | LIO 16"         | 300606      | LAO 22"         | 300534      | LAO 20"         |             |                 |
| 300445      | PIN 18"         | 300384      | PIN 18"         | 300344      | LAO 12"         | 300220      | PIN 12"         | 300605      | PIN 14"         | 300532      | LIO 8"          |             |                 |
| 300444      | LIO 10"         | 300383      | PIN 10"         | 300343      | LAO 8"          | 300219      | LIO 10"         | 300602      | PIN 16"         | 300531      | LIO 10"         |             |                 |
| 300443      | LAO 8"          | 300382      | PIN 14"         | 300342      | LAO 6"          | 300218      | LIO 8"          | 300601      | PIN 16"         | 300529      | PIN 8"          |             |                 |
| 300442      | PIN 8"          | 300381      | LAO 12"         | 300341      | PIN 14"         | 300217      | LIO 12"/14"     | 300600      | PIN 16"         | 300528      | LIO 18"         |             |                 |
| 300441      | LAO 12"         | 300380      | PIN 14"         | 300340      | PIN 12"         | 300216      | LIO 8"          | 300599      | PIN 18"         | 300527      | LIO 18"         |             |                 |
| 300440      | LAO 10"         | 300379      | PIN 14"         | 300339      | LAO 10"         | 300215      | LIO 10"         | 300597      | PIN 20"         | 300526      | LIO 16"         |             |                 |
| 300439      | PIN 18"         | 300378      | PIN 14"         | 300338      | LAO 14"         | 300214      | LIO 8"          | 300596      | PIN 12"         | 300525      | LIO 10"         |             |                 |
| 300438      | LAO 8"          | 300377      | PIN 16"         | 300337      | PIN 10"         | 300213      | LIO 8"          | 300595      | PIN 16"/16"     | 300524      | LIO 16"         |             |                 |
| 300437      | PIN 8"          | 300376      | PIN 12"         | 30003       | LIO 12"         | 300212      | LAO 12"         | 300594      | PIN 18"         | 300521      | LAO 24"         |             |                 |
| 300436      | PIN 12"         | 300375      | PIN 12"         | 300327      | PIN 18"         | 300211      | LAO 16"         | 300593      | PIN 18"         | 300520      | LAO 18"         |             |                 |
| 300435      | PIN 16"         | 300374      | LAO 16"         | 300326      | PIN 10"         | 300210      | LAO 12"         | 300592      | LAO 18"         | 300519      | LAO 16"         |             |                 |
| 300434      | PIN 18"         | 300373      | LIO 12"         | 300325      | LAO 8"          | 300209      | LAO 14"         | 300589      | PIN 14"         | 300518      | LAO 18"         |             |                 |
| 300433      | PIN 8"          | 300372      | LIO 12"         | 300324      | LAO 6"          | 300208      | LAO 8"          | 300588      | PIN 14"         | 300517      | LAO 28"         |             |                 |
| 300432      | LIO 10"         | 300371      | LIO 8"          | 300323      | LAO 10"         | 300207      | LAO 8"          | 300587      | PIN 12"         | 300516      | LAO 12"         |             |                 |
| 300431      | LIO 8"          | 30024       | PIN 14"         | 300322      | LAO 10"         | 300206      | LAO 12"         | 300586      | PIN 10"         | 300515      | LAO 8"          |             |                 |
| 300430      | LIO 8"          | 30023       | PIN 14"         | 300266      | LAO 6"          | 300205      | LAO 14"         | 300585      | PIN 18"         | 300514      | LAO 14"         |             |                 |
| 300429      | LAO 18"         | 30022       | LAO 12"         | 300265      | LAO 18"         | 300204      | PIN 14"         | 300584      | PIN 14"         | 300513      | PIN 14"         |             |                 |
| 300428      | PIN 16"         | 30021       | LAO 16"         | 300264      | LAO 12"         | 300203      | LAO 8"          | 300583      | PIN 10"         | 300512      | LAO 22"         |             |                 |
| 300427      | PIN 16"         | 30020       | LAO 12"         | 300263      | LAO 14"         | 300202      | PIN 16"         | 300578      | LAO 20"         | 300511      | LAO 8"          |             |                 |
| 300426      | PIN 12"         | 30019       | LAO 14"         | 300262      | LIO 8"          | 300201      | LAO 10"         | 300577      | LAO 20"         | 300509      | LAO 24"         |             |                 |



POINT TABLES: ALL TREES ON SHEET V-104

| TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 |
|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|
| Point #     | Raw Description | Point #     | Raw Description | Point #     | Raw Description | Point #     | Raw Description | Point #     | Raw Description |
| 300841      | PIN 12"         | 300782      | PIN 16"         | 300729      | LAO 16"         | 301549      | LAO 18"         | 300651      | PIN 10"         |
| 300840      | PIN 14"         | 300781      | PIN 12"         | 300728      | PIN 14"         | 301548      | LAO 20"         | 300650      | PIN 20"         |
| 300839      | PIN 16"         | 300780      | LAO 16"         | 300715      | PIN 18"         | 301547      | LAO 12"         | 300649      | PIN 18"         |
| 300838      | LIO 8"          | 300779      | LAO 14"         | 300714      | PIN 16"         | 301546      | LAO 12"         | 300648      | PIN 16"         |
| 300837      | PIN 14"         | 300778      | LAO 8"          | 300713      | PIN 20"         | 301545      | LAO 8"          | 300647      | PIN 18"         |
| 300836      | PIN 14"         | 300777      | LAO 12"         | 300712      | PIN 18"         | 301450      | PAL 16"         | 300646      | PIN 16"         |
| 300835      | PIN 14"         | 300776      | LAO 12"         | 300710      | LAO 28"         | 300957      | PIN 16"         | 300645      | PIN 14"         |
| 300834      | LAO 20"         | 300775      | LAO 18"         | 300708      | PIN 26"         | 300956      | PIN 12"         | 300644      | PIN 22"         |
| 300833      | PIN 20"         | 300774      | LAO 18"         | 300707      | PIN 20"         | 300955      | PIN 18"         | 300643      | PIN 16"         |
| 300832      | PIN 20"         | 300773      | LAO 12"         | 300706      | LIO 14"         | 300954      | PIN 16"         | 300642      | PIN 18"         |
| 300831      | LIO 18"         | 300772      | PIN 16"         | 300705      | PIN 16"         | 300953      | LAO 14"         | 300641      | LAO 20"         |
| 300830      | PIN 16"         | 300771      | LAO 18"         | 300704      | PIN 18"         | 300952      | PIN 12"         | 300640      | PIN 14"         |
| 300829      | PIN 16"         | 300770      | LAO 18"         | 300703      | PIN 14"         | 300951      | LAO 14"         | 300639      | PIN 12"         |
| 300828      | PIN 16"         | 300769      | LAO 16"         | 300702      | PIN 14"         | 300950      | PIN 16"         | 300638      | PIN 22"         |
| 300827      | PIN 14"         | 300768      | LAO 12"         | 300701      | PIN 14"         | 300949      | PIN 16"         | 300637      | LAO 27"         |
| 300826      | PIN 14"         | 300767      | LAO 8"          | 300700      | LIO 12"         | 300948      | LAO 18"         | 300635      | LAO 24"         |
| 300825      | PIN 14"         | 300766      | LAO 14"         | 300699      | PIN 22"         | 300947      | LAO 8"          | 300633      | PIN 14"         |
| 300824      | PIN 8"          | 300765      | LAO 12"         | 300684      | LIO 10"         | 300946      | LAO 22"         | 300631      | LAO 8"          |
| 300823      | LIO 10"         | 300764      | LAO 16"         | 300682      | LAO 26"         | 300945      | LAO 18"         | 300630      | PIN 14"         |
| 300822      | PIN 20"         | 300763      | LAO 8"          | 300681      | PIN 16"         | 300944      | LAO 16"         | 300629      | PIN 10"         |
| 300819      | SYC 20"         | 300762      | LAO 10"         | 300680      | PIN 18"         | 300943      | PIN 12"         | 300628      | LAO 20"         |
| 300818      | LIO 26"         | 300760      | LAO 26"         | 300679      | PAL 14"         | 300942      | LAO 16"         | 300627      | PIN 16"         |
| 300817      | PIN 18"         | 300759      | LAO 12"         | 300678      | LIO 26"         | 300941      | LAO 14"         | 300626      | PIN 14"         |
| 300816      | PIN 10"         | 300758      | LAO 8"          | 300677      | LAO 22"         | 300939      | LIO 32"         | 300625      | PIN 20"         |
| 300815      | PIN 20"         | 300757      | LAO 10"         | 300676      | LAO 22"         | 300938      | LAO 18"         | 300624      | PIN 20"         |
| 300814      | LIO 10"         | 300756      | PIN 14"         | 300673      | LAO 26"         | 300937      | PIN 18"         | 300623      | PIN 8"          |
| 300813      | PIN 18"         | 300755      | LAO 12"         | 300672      | LAO 28"         | 300936      | LAO 18"         | 300622      | PIN 18"         |
| 300811      | LAO 46"         | 300754      | PIN 18"         | 300671      | PIN 20"         | 300935      | PIN 12"         | 300621      | PIN 22"         |
| 300810      | PIN 16"         | 300753      | PIN 18"         | 300670      | LAO 22"         | 300934      | PIN 6"          | 300620      | PIN 10"         |
| 300809      | PIN 10"         | 300752      | PIN 16"         | 300669      | PAL 12"         | 300933      | PIN 12"         | 300619      | LAO 16"         |
| 300808      | LAO 22"         | 300751      | PIN 16"         | 300668      | PIN 18"         | 300932      | LIO 16"         | 300618      | LAO 12"         |
| 300806      | LAO 38"         | 300750      | PIN 14"         | 300667      | LIO 12"         | 300931      | LIO 24"         | 300617      | LAO 16"         |
| 300805      | PIN 22"         | 300749      | PIN 20"         | 300666      | PIN 16"         | 300929      | PIN 20"         | 300616      | PIN 18"         |
| 300804      | LIO 18"         | 300748      | PIN 18"         | 300665      | PIN 16"         | 300928      | LIO 18"         | 300615      | PIN 14"         |
| 300803      | LIO 34"         | 300747      | PIN 14"         | 300664      | PIN 10"         | 300927      | LIO 12"         | 300614      | PIN 16"         |
| 300801      | PAL 18"         | 300746      | PIN 12"         | 300663      | PIN 18"         | 300926      | PIN 12"         | 300613      | PIN 16"         |
| 300799      | LIO 24"         | 300745      | PIN 18"         | 300662      | LAO 18"         | 300925      | PIN 14"         | 300612      | PIN 18"         |
| 300798      | PAL 16"         | 300742      | LAO 26"         | 300661      | PIN 22"         | 300924      | PIN 14"         | 300611      | PIN 8"          |
| 300797      | PAL 18"         | 300741      | PIN 18"         | 300660      | LIO 20"         | 300923      | PIN 12"         | 300610      | LAO 10"         |
| 300796      | LAO 22"         | 300740      | PIN 18"         | 300659      | PIN 22"         | 300922      | PIN 10"         | 300609      | PIN 14"         |
| 300795      | LIO 14"         | 300739      | PIN 12"         | 300657      | LAO 24"         | 300921      | PIN 20"         | 300608      | PIN 14"         |
| 300794      | MAG 14"         | 300738      | PIN 16"         | 300656      | PIN 26"         | 300920      | LAO 24"         | 300603      | PIN 16"         |
| 300792      | LAO 36"         | 300737      | PIN 20"         | 300654      | PIN 18"         | 300917      | LAO 26"         | 300598      | PIN 16"         |
| 300790      | LAO 34"         | 300736      | PIN 18"         | 300653      | PIN 22"         | 300916      | LIO 18"         | 300591      | PIN 18"         |
| 300788      | PIN 10"         | 300735      | PIN 18"         | 301556      | PAL 18"         | 300915      | PIN 6"          | 300590      | PIN 12"         |
| 300787      | LAO 20"         | 300734      | LAO 22"         | 301555      | LAO 10"         | 300914      | PIN 18"         | 300582      | PIN 22"         |
| 300786      | PIN 12"         | 300733      | PIN 16"         | 301554      | LAO 16"         | 300912      | LIO 26"         | 300581      | SYC 12"         |
| 300785      | LIO 12"         | 300732      | PIN 14"         | 301553      | LAO 10"         | 300911      | LAO 20"         | 300580      | PIN 10"         |
| 300784      | PIN 20"         | 300731      | LAO 18"         | 301552      | LAO 24"         | 300910      | LAO 10"         | 300579      | PIN 16"         |
| 300783      | PIN 18"         | 300730      | PIN 18"         | 301550      | LIO 10"         | 300909      | PIN 12"         | 300533      | LAO 34"         |

POINT TABLES: ALL TREES ON SHEET V-105

| TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                 | TREES FOUND |                  |
|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|------------------|
| Point #     | Raw Description | Point #     | Raw Description | Point #     | Raw Description | Point #     | Raw Description  |
| 300888      | LAO 16"         | 300720      | LAO 12"         | 301215      | LIO 16"         | 301153      | PAL 12"          |
| 300887      | LAO 16"         | 300719      | LAO 14"         | 301214      | LIO 12"         | 301152      | PAL 16"          |
| 300886      | LAO 16"         | 300718      | LAO 16"         | 301213      | LIO 8"          | 301151      | PAL 16"          |
| 300885      | PIN 16"         | 300717      | PIN 22"         | 301211      | LIO 26"         | 301150      | PAL 16"          |
| 300884      | LAO 12"         | 300716      | LAO 22"         | 301210      | LIO 16"         | 301149      | PAL 18"          |
| 300883      | LAO 20"         | 300698      | LIO 10"         | 301208      | LIO 26"         | 301148      | PAL 12"          |
| 300882      | LIO 14"         | 300697      | LAO 22"         | 301207      | LIO 22"         | 301147      | PAL 12"          |
| 300881      | LAO 10"         | 300695      | LAO 26"         | 301206      | LAO 14"         | 301146      | PAL 12"/14"      |
| 300880      | LAO 16"         | 300693      | LAO 26"         | 301205      | LIO 20"         | 301145      | PAL 12"          |
| 300879      | LAO 18"         | 300692      | PAL 14"         | 301204      | LAO 10"/16"     | 301144      | PAL 14"          |
| 300878      | LAO 20"         | 300690      | LAO 26"         | 301203      | LIO 10"         | 301143      | PAL 12"          |
| 300877      | PIN 20"         | 300689      | PAL 12"         | 301202      | LIO 22"         | 301142      | PAL 12"          |
| 300876      | LAO 12"         | 300688      | LIO 18"         | 301201      | LIO 16"         | 301141      | LAO 22"          |
| 300874      | LIO 26"         | 300687      | LIO 12"         | 301191      | LAO 16"         | 301140      | LIO 18"          |
| 300873      | LAO 12"         | 300686      | LIO 16"         | 301190      | LAO 18"         | 301139      | PAL 12"          |
| 300872      | LAO 20"         | 300685      | LIO 16"         | 301189      | LAO 16"         | 301138      | PAL 16"          |
| 300871      | LIO 18"         | 301458      | LIO 6"          | 301188      | LAO 12"         | 301137      | LAO 12"          |
| 300870      | LIO 14"         | 301544      | LAO 18"         | 301186      | LIO 14"         | 301136      | LIO 14"          |
| 300869      | LIO 12"         | 301451      | LAO 16"/16"     | 301185      | LIO 12"         | 301135      | LIO 22"/24"      |
| 300868      | PIN 14"         | 301449      | LAO 10"         | 301184      | LAO 20"         | 301133      | PAL 14"          |
| 300867      | LIO 20"         | 301448      | LAO 22"         | 301183      | LAO 20"         | 301132      | LAO 14"/16"      |
| 300866      | LIO 14"         | 301447      | LAO 12"         | 301182      | LIO 14"         | 301131      | LAO 18"          |
| 300865      | LAO 18"         | 301446      | LAO 10"         | 301181      | LIO 16"         | 301130      | LAO 12"          |
| 300864      | LAO 18"         | 301445      | LAO 8"          | 301180      | PAL 14"         | 301129      | LAO 16"          |
| 300863      | LIO 12"         | 301444      | LAO 6"          | 301179      | PAL 12"         | 301128      | PAL 12"          |
| 300862      | LAO 12"         | 301443      | PAL 20"         | 301178      | LIO 16"         | 301127      | LAO 20"          |
| 300861      | LIO 12"         | 301442      | LAO 18"/22"     | 301177      | PAL 12"         | 301126      | LAO 18"          |
| 300860      | LIO 20"         | 301441      | LAO 10"         | 301176      | LIO 16"         | 301125      | PAL 12"          |
| 300859      | PIN 18"         | 301344      | LAO 10"/10"     | 301175      | LIO 26"         | 301122      | LAO 16"          |
| 300858      | PIN 18"         | 301343      | PAL 20"         | 301174      | PAL 14"         | 301121      | LAO 16"/20"      |
| 300857      | LAO 18"         | 301342      | LAO 6"/6"       | 301173      | PAL 16"         | 301120      | PIN 16"          |
| 300856      | LIO 12"         | 301341      | LAO 10"         | 301172      | PAL 16"         | 301119      | LAO 18"          |
| 300855      | LIO 10"         | 301340      | LAO 14"         | 301171      | PAL 12"         | 301118      | PIN 16"          |
| 300854      | LAO 12"         | 301339      | PAL 16"         | 301170      | LAO 12"/16"     | 301117      | LAO 16"          |
| 300852      | LAO 26"         | 301338      | PAL 18"         | 301169      | LAO 22"         | 301116      | LAO 24"          |
| 300851      | LAO 16"         | 301337      | PAL 16"         | 301168      | LIO 16"         | 301114      | LAO 20"          |
| 300850      | LIO 12"         | 301232      | LIO 8"          | 301167      | LAO 16"/18"     | 301113      | LAO 16"          |
| 300849      | LIO 18"         | 301231      | LAO 18"         | 301166      | LAO 16"         | 301112      | PAL 10"          |
| 300848      | PIN 14"         | 301230      | LIO 36"         | 301165      | LAO 18"         | 301111      | PAL 12"          |
| 300846      | LAO 24"         | 301229      | LAO 18"         | 301164      | LAO 6"          | 301110      | LIO 22"          |
| 300845      | LIO 12"         | 301228      | LAO 10"         | 301163      | LAO 18"         | 301109      | LIO 18"          |
| 300844      | LIO 10"         | 301227      | LAO 14"         | 301162      | LAO 14"         | 301108      | LIO 20"          |
| 300843      | LIO 14"         | 301224      | LIO 34"         | 301161      | LAO 18"         | 301107      | LAO 16"          |
| 300842      | LIO 14"         | 301223      | LAO 10"         | 301160      | LAO 10"         | 301106      | LAO 18"          |
| 300727      | LAO 20"         | 301222      | LAO 12"         | 301159      | PAL 14"         | 301105      | LAO 8"           |
| 300726      | LAO 14"         | 301221      | LIO 32"         | 301158      | PAL 12"         | 301104      | LAO 8"           |
| 300724      | LAO 24"         | 301219      | PAL 14"         | 301157      | PAL 10"         | 301103      | LAO 6"/8"/8"/12" |
| 300723      | LAO 18"         | 301218      | LAO 16"         | 301156      | LIO 20"         | 300069      | LAO 19"          |
| 300722      | LAO 22"         | 301217      | PAL 12"         | 301155      | PAL 14"         | 300068      | LAO 15"          |
| 300721      | LAO 20"         | 301216      | LIO 22"         | 301154      | PAL 10"         |             |                  |

POINT TABLES: ALL TREES ON SHEET V-106

| TREES FOUND |                     | TREES FOUND |                     | TREES FOUND |                    | TREES FOUND |                  |
|-------------|---------------------|-------------|---------------------|-------------|--------------------|-------------|------------------|
| Point #     | Row Description     | Point #     | Row Description     | Point #     | Row Description    | Point #     | Row Description  |
| 301619      | LAO 6"/8"           | 301561      | LAO 6"              | 301470      | LAO 6"/6"          | 301399      | LAO 8"           |
| 301618      | LAO 6"              | 301560      | LAO 12"/16"         | 301469      | LAO 12"/12"/14"    | 301398      | PAL 18"          |
| 301617      | PAL 16"/16"         | 301559      | PAL 14"/16"/18"     | 301468      | LAO 12"            | 301348      | LAO 16"          |
| 301616      | LIO 12"             | 301558      | LAO 8"              | 301467      | LAO 14"            | 301347      | PAL 12"          |
| 301615      | LIO 12"             | 301557      | LAO 8"              | 301466      | LAO 8"             | 301346      | LAO 10"          |
| 301614      | LIO 12"             | 301543      | LAO 20"/22"         | 301465      | LAO 18"/26"        | 301345      | LAO 8"           |
| 301613      | LIO 12"             | 301542      | LAO 8"              | 301463      | LAO 12"/16"/20"    | 301336      | LAO 10"          |
| 301612      | LIO 10"             | 301541      | PAL 14"             | 301462      | LAO 6"/12"/20"     | 301335      | LAO 12"          |
| 301611      | LIO 6"              | 301540      | LAO 12"             | 301461      | LAO 12"            | 301334      | LAO 12"/16"      |
| 301610      | LIO 12"             | 301539      | LAO 6"              | 301460      | LAO 12"            | 301333      | LAO 16"/16"      |
| 301609      | LIO 12"             | 301538      | LAO 10"             | 301457      | LIO 6"             | 301332      | LAO 16"          |
| 301608      | LAO 18"/22"         | 301537      | LAO 16"             | 301456      | LIO 6"             | 301331      | LAO 48"          |
| 301607      | PAL 18"             | 301536      | LAO 6"              | 301455      | LIO 12"            | 301328      | LAO 6"/6"/8"/10" |
| 301606      | PAL 20"             | 301535      | LAO 8"/8"           | 301454      | LAO 24"            | 301257      | LAO 16"          |
| 301605      | LAO 6"              | 301534      | PAL 16"             | 301453      | LAO 6"             | 301256      | PAL 18"          |
| 301604      | LAO 14"/16"/18"/20" | 301532      | LAO 28"             | 301452      | LAO 6"             | 301255      | LAO 14"/14"      |
| 301603      | LAO 8"              | 301530      | LAO 26"             | 301440      | LIO 16"/18"        | 301254      | LAO 14"          |
| 301602      | PAL 20"             | 301529      | LAO 22"             | 301439      | LAO 16"/16"        | 301253      | LAO 10"          |
| 301601      | LAO 6"/6"           | 301528      | LAO 18"             | 301438      | LAO 6"             | 301252      | LAO 10"          |
| 301600      | PAL 16"             | 301527      | LAO 6"              | 301437      | LAO 6"             | 301251      | LIO 16"          |
| 301599      | LAO 8"/14"          | 301526      | LAO 6"              | 301436      | LAO 10"/12"        | 301250      | LIO 14"/16"      |
| 301598      | LAO 6"              | 301525      | LAO 8"              | 301435      | LAO 10"            | 301249      | LIO 16"/18"      |
| 301597      | LAO 24"             | 301524      | LAO 6"              | 301434      | PAL 12"            | 301248      | LAO 6"           |
| 301595      | PAL 16"             | 301523      | LAO 14"             | 301433      | LAO 12"            | 301247      | LAO 8"           |
| 301594      | LAO 16"             | 301522      | LAO 8"              | 301432      | LAO 6"             | 301246      | LAO 14"/18"      |
| 301593      | LAO 6"/8"/8"/8"     | 301521      | LAO 6"              | 301431      | LAO 12"/12"        | 301245      | LAO 6"           |
| 301592      | LIO 20"             | 301520      | LAO 8"              | 301430      | LAO 16"/18"        | 301244      | PAL 16"          |
| 301591      | LAO 16"             | 301519      | LAO 14"/20"         | 301429      | LAO 20"            | 301243      | LAO 14"/18"/18"  |
| 301590      | LAO 18"/20"         | 301518      | LAO 14"/16"/18"     | 301428      | LAO 8"/12"/16"/18" | 301242      | LIO 14"          |
| 301589      | LAO 8"              | 301517      | LIO 12"             | 301427      | LAO 6"             | 301241      | LIO 12"          |
| 301588      | LAO 10"/22"         | 301516      | LAO 12"             | 301426      | LAO 6"/8"          | 301240      | LIO 12"          |
| 301587      | LIO 22"             | 301515      | LAO 6"              | 301425      | LAO 8"             | 301239      | PAL 16"          |
| 301586      | LAO 14"             | 301514      | LIO 8"              | 301424      | LAO 10"/12"        | 301238      | LAO 16"          |
| 301585      | LAO 30"             | 301513      | LIO 8"              | 301423      | LAO 8"             | 301237      | LAO 12"/12"      |
| 301583      | LAO 22"             | 301512      | LIO 14"             | 301422      | LAO 10"            | 301236      | LAO 14"          |
| 301582      | LAO 20"             | 301511      | PAL 18"             | 301421      | LIO 8"             | 301235      | LAO 18"          |
| 301581      | LAO 12"/16"         | 301510      | LAO 16"/16"         | 301420      | LAO 6"             | 301233      | LAO 24"          |
| 301580      | LAO 14"/16"         | 301509      | LAO 6"/10"          | 301419      | LIO 6"             | 301102      | LAO 14"          |
| 301579      | LAO 14"/22"         | 301508      | LAO 8"/12"          | 301418      | LAO 6"             | 301101      | LAO 18"/20"      |
| 301578      | LIO 10"             | 301507      | LAO 12"/12"/16"/18" | 301417      | LAO 10"/10"        | 301100      | LAO 24"          |
| 301577      | LAO 10"/22"         | 301505      | LAO 28"             | 301416      | LAO 8"             | 301098      | LAO 6"/12"       |
| 301576      | LAO 10"/10"         | 301504      | LAO 22"             | 301415      | LAO 8"             | 301097      | LAO 6"           |
| 301575      | LAO 6"              | 301485      | LAO 16"/22"/22"     | 301414      | LAO 12"            | 301095      | LAO 22"          |
| 301574      | PAL 16"             | 301484      | PAL 18"             | 301413      | LAO 10"            | 301094      | LAO 12"          |
| 301573      | LAO 6"              | 301483      | LAO 10"/10"/12"     | 301412      | LAO 8"             | 301093      | LAO 10"/10"/12"  |
| 301572      | LIO 16"             | 301482      | LAO 12"/12"         | 301411      | LAO 22"            | 301092      | LAO 16"/20"/24"  |
| 301571      | LIO 8"/18"          | 301481      | PAL 16"             | 301410      | LAO 18"            | 301090      | LIO 18"/22"      |
| 301570      | LIO 6"              | 301480      | LAO 10"             | 301409      | PAL 18"            | 301089      | LAO 18"/20"      |
| 301569      | LIO 10"             | 301479      | LAO 10"             | 301408      | PAL 18"            | 301088      | PAL 16"          |
| 301568      | LAO 8"/8"           | 301478      | LAO 28"             | 301407      | LAO 22"/26"        | 301087      | LAO 10"          |
| 301567      | LAO 10"             | 301476      | LAO 10"             | 301405      | PAL 18"            | 301086      | LAO 18"          |
| 301566      | LAO 20"             | 301475      | LAO 8"              | 301404      | LAO 6"             | 301085      | LAO 20"/22"      |
| 301565      | PAL 18"             | 301474      | LAO 8"              | 301403      | LAO 8"             | 301084      | LAO 26"          |
| 301564      | LAO 10"             | 301473      | LAO 6"              | 301402      | LAO 8"             | 301082      | LAO 10"          |
| 301563      | PAL 18"             | 301472      | LAO 6"/8"           | 301401      | PAL 20"            |             |                  |
| 301562      | LAO 6"/8"/10"       | 301471      | LAO 8"              | 301400      | PAL 22"            |             |                  |



POINT TABLES: ALL TREES ON SHEET V-107

| TREES FOUND |                     | TREES FOUND |                             | TREES FOUND |                                 |
|-------------|---------------------|-------------|-----------------------------|-------------|---------------------------------|
| Point #     | Row Description     | Point #     | Row Description             | Point #     | Row Description                 |
| 301669      | LAO 10"             | 301388      | PAL 18"                     | 301265      | LAO 18"/18"                     |
| 301668      | LAO 10"             | 301387      | PAL 16"/18"                 | 301264      | LAO 8"                          |
| 301667      | LIO 20"             | 301386      | PAL 18"                     | 301263      | LAO 12"/14"                     |
| 301666      | LAO 10"             | 301385      | LAO 14"                     | 301262      | LAO 12"/14"/14"/16"/18"/18"/20" |
| 301665      | LAO 18"/20"/26"     | 301384      | LAO 6"                      | 301261      | LAO 8"                          |
| 301664      | LAO 36"             | 301327      | LAO 8"                      | 301260      | LAO 10"                         |
| 301661      | LAO 8"              | 301326      | PAL 18"                     | 301259      | LAO 8"                          |
| 301660      | PAL 18"             | 301325      | LAO 12"                     | 301258      | LAO 6"                          |
| 301659      | PAL 18"             | 301324      | PAL 18"                     | 301081      | LAO 18"                         |
| 301658      | LAO 16"/18"         | 301323      | LAO 18"/20"                 | 301080      | LAO 6"/8"/8"                    |
| 301657      | LAO 32"             | 301322      | LAO 10"                     | 301079      | LAO 10"                         |
| 301655      | PAL 20"             | 301321      | LAO 12"                     | 301078      | LAO 8"                          |
| 301654      | PAL 18"             | 301320      | PAL 12"                     | 301076      | LAO 34"                         |
| 301653      | LAO 14"/16"/18"/20" | 301319      | PAL 20"                     | 301075      | LAO 18"/18"                     |
| 301652      | PAL 18"             | 301318      | LAO 10"                     | 301074      | LAO 8"                          |
| 301651      | PAL 18"             | 301317      | LAO 10"                     | 301073      | LAO 12"/14"                     |
| 301650      | PAL 18"             | 301316      | LAO 12"                     | 301072      | LAO 6"                          |
| 301649      | LAO 6"              | 301315      | LAO 20"                     | 301071      | LAO 10"                         |
| 301648      | LAO 8"              | 301314      | LAO 24"/26"                 | 301070      | LAO 14"                         |
| 301646      | LAO 36"             | 301312      | LAO 22"/24"                 | 301069      | PAL 18"                         |
| 301644      | LIO 16"             | 301310      | LAO 10"                     | 301068      | LAO 10"                         |
| 301643      | LAO 28"             | 301309      | LAO 10"                     | 301067      | LAO 10"                         |
| 301628      | PAL 18"             | 301308      | LAO 8"                      | 301066      | LAO 8"                          |
| 301623      | PAL 8"              | 301307      | LAO 6"                      | 301065      | LAO 16"/18"                     |
| 301622      | LAO 8"              | 301306      | PAL 18"/20"                 | 301064      | LAO 8"                          |
| 301621      | LAO 10"             | 301305      | LIO 32"                     | 301063      | LAO 10"                         |
| 301620      | PAL 18"             | 301303      | LAO 10"                     | 301062      | PAL 16"                         |
| 301503      | LAO 8"/8"           | 301302      | LAO 6"/8"                   | 301061      | LAO 28"                         |
| 301502      | LAO 12"             | 301301      | PAL 18"/18"                 | 301059      | PAL 18"                         |
| 301501      | LAO 10"             | 301300      | PAL 16"                     | 301058      | PAL 18"/20"                     |
| 301500      | LAO 8"              | 301299      | LAO 8"                      | 301057      | LAO 10"                         |
| 301499      | LAO 8"              | 301298      | LAO 10"                     | 301056      | LAO 8"/8"                       |
| 301498      | LAO 8"/8"           | 301297      | LAO 12"                     | 301054      | LIO 38"                         |
| 301497      | PAL 18"             | 301296      | LAO 10"/12"                 | 301053      | PAL 18"                         |
| 301496      | LAO 30"             | 301295      | LAO 12"                     | 301052      | PAL 16"/16"/18"                 |
| 301494      | LAO 10"/14"/16"     | 301294      | LAO 12"                     | 301051      | LAO 18"                         |
| 301493      | PAL 18"             | 301293      | LAO 8"/12"                  | 301050      | PAL 16"                         |
| 301492      | PAL 16"/18"         | 301292      | LAO 8"                      | 301049      | LAO 12"                         |
| 301491      | LAO 10"/32"         | 301291      | LAO 6"                      | 301047      | LIO 14"/18"/20"/32"             |
| 301489      | LAO 6"              | 301278      | LIO 14"/16"                 | 301045      | LIO 16"/28"                     |
| 301488      | LIO 6"/8"           | 301277      | PAL 18"                     | 301043      | LAO 10"                         |
| 301487      | PAL 18"             | 301276      | PAL 18"                     | 301042      | LAO 12"/14"/26"/28"             |
| 301486      | LAO 10"             | 301275      | LAO 10"                     | 301041      | PAL 14"                         |
| 301397      | LAO 8"              | 301274      | LAO 12"                     | 301040      | LAO 8"                          |
| 301396      | LAO 6"/6"/6"/8"/8"  | 301273      | PAL 16"                     | 301039      | LAO 6"/8"                       |
| 301395      | PAL 18"             | 301272      | LIO 12"/12"/12"/12"/12"/14" |             |                                 |
| 301394      | PAL 16"             | 301271      | PAL 18"                     |             |                                 |
| 301393      | LIO 18"             | 301270      | LAO 30"                     |             |                                 |
| 301392      | LAO 36"             | 301267      | LAO 24"                     |             |                                 |
| 301390      | LAO 34"             | 301266      | LAO 12"                     |             |                                 |

POINT TABLES: ALL TREES ON SHEET V-108

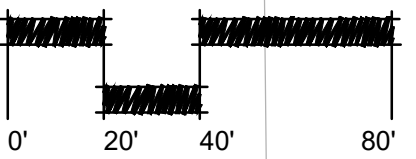
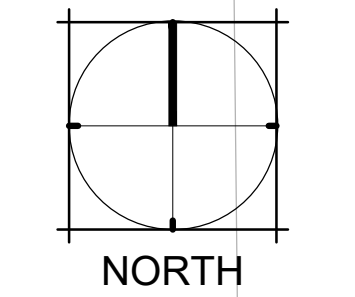
| TREES FOUND |                     | TREES FOUND |                 |
|-------------|---------------------|-------------|-----------------|
| Point #     | Row Description     | Point #     | Row Description |
| 301697      | PAL 14"/16"/18"/20" | 301376      | PAL 18"/20"     |
| 301696      | PAL 16"             | 301375      | PAL 20"         |
| 301695      | PAL 18"/18"         | 301374      | PAL 18"         |
| 301694      | PAL 14"/18"         | 301373      | LAO 10"         |
| 301693      | PAL 16"/18"         | 301372      | PAL 18"         |
| 301692      | LAO 12"             | 301371      | PAL 18"         |
| 301691      | LAO 10"             | 301370      | PAL 16"         |
| 301690      | LAO 8"              | 301369      | PAL 18"/18"     |
| 301689      | PAL 14"             | 301368      | LAO 8"          |
| 301688      | LAO 6"              | 301367      | PAL 20"         |
| 301687      | LAO 10"             | 301366      | LAO 14"         |
| 301686      | LAO 12"             | 301365      | PAL 18"/18"/20" |
| 301685      | PAL 14"/16"         | 301364      | LAO 8"          |
| 301684      | LAO 10"             | 301363      | LAO 8"          |
| 301683      | LAO 6"              | 301362      | LAO 10"/12"     |
| 301682      | LAO 12"             | 301361      | LAO 8"          |
| 301681      | PAL 16"/18"         | 301360      | LAO 6"          |
| 301680      | PAL 20"             | 301359      | PAL 22"         |
| 301679      | LAO 22"             | 301358      | LAO 8"          |
| 301678      | PAL 20"             | 301357      | LAO 12"         |
| 301677      | PAL 16"             | 301356      | LAO 12"         |
| 301676      | PAL 12"/16"/20"     | 301355      | LAO 6"          |
| 301675      | PAL 12"/16"/16"/18" | 301354      | LAO 10"         |
| 301674      | LAO 6"              | 301353      | LAO 8"          |
| 301673      | LAO 6"              | 301352      | LAO 6"          |
| 301672      | PAL 16"/16"/18"/20" | 301351      | LAO 6"/8"/10"   |
| 301671      | PAL 18"             | 301350      | PAL 18"/20"     |
| 301670      | PAL 20"             | 301290      | LAO 8"          |
| 301642      | LAO 8"/8"           | 301289      | LAO 24"/26"     |
| 301641      | PAL 20"             | 301287      | LAO 6"          |
| 301640      | LAO 10"             | 301286      | LAO 12"         |
| 301639      | LAO 6"              | 301285      | LAO 6"          |
| 301638      | LAO 6"/6"           | 301284      | LAO 6"          |
| 301637      | PAL 20"             | 301283      | LAO 6"          |
| 301636      | LAO 8"              | 301282      | LAO 6"          |
| 301635      | LAO 28"/30"         | 301281      | LAO 10"         |
| 301634      | PAL 16"/18"         | 301280      | LIO 12"         |
| 301632      | PAL 18"             | 301279      | PAL 18"         |
| 301631      | LAO 40"             | 301038      | LAO 18"/18"/20" |
| 301627      | LAO 6"              | 301037      | LAO 34"         |
| 301626      | LAO 16"             | 301035      | LAO 10"         |
| 301625      | LAO 16"             | 301034      | LIO 22"/24"     |
| 301624      | LAO 18"             | 301032      | LAO 6"          |
| 301383      | PAL 12"/14"/16"     | 301031      | PAL 20"/20"     |
| 301382      | LAO 6"/8"           | 301030      | PAL 18"         |
| 301381      | PAL 16"/18"         | 301029      | PAL 18"         |
| 301380      | PAL 14"/18"         | 301028      | PAL 14"/16"     |
| 301379      | LAO 10"             | 301027      | LAO 16"         |
| 301378      | LAO 8"              | 301026      | PAL 16"         |
| 301377      | LAO 10"             |             |                 |



1

daniel  
rogers

landscape architecture + site planning



SCALE

MATERIAL TAG DESCRIPTION

- 1 Gabion Wall
- 2 Column - 52" Ht.
- 3 Modular Ret. Wall
- 4 Entry Sign
- 5 Primary Monument
- 6 Concrete Walk
- 7 Wood Deck
- 8 Specialty Paving 1 - Veh.
- 9 Stabilized Walking Trail
- 10 Wood Board Walk
- 11 Pergola - Cantilevered
- 12 Handrail
- 13 Guardrail
- 14 Specialty Paving 2 - Veh.
- 15 Concrete Stairs
- 16 CIP Cheek Wall
- 17 Wooden Steps
- 18 Terraced Seating
- 19 ADA Wooden Ramp
- 20 ADA Concrete Ramp
- 21 4' Ht. Dog Park Fence
- 22 Dbl-Gated Dog Park Entry
- 23 Synthetic Turf
- 24 Yoga Lawn - Bermuda
- 25 Sport Lawn - Bermuda
- 26 Summer Kitchen
- 27 EWF Playground Surface
- 28 Playground Equipment
- 29 Pool Deck Paving
- 30 Zero Entry
- 31 Pool Coping
- 32 Pool Shower
- 33 Pool Fence
- 34 Fireplace
- 35 Hammock Garden
- 36 See Landscape
- 37 Decorative Fence - 48" Ht.
- 38 Secondary Monument
- 39 Lake Fountain
- 40 Planter Pot - 36" SQ.
- 41 Pool Equipment
- 42 DG Walk

1

L1.11

NATOMA BLVD.

US 441 S

9

LIFT  
STATION

10' WALL, SLOPE, GRADING,  
DRAINAGE AND MAINTENANCE  
EASEMENT  
(O.R. 4582, PG. 116)

25' NON-EXCLUSIVE PERPETUAL  
UNDERGROUND UTILITY EASEMENT  
(O.R. 4582, PG. 241K &  
O.R. 4582, PG. 242J)

9

MATCHLINE - SEE SHEET L1.02

MATCHLINE - SEE SHEET L1.02

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JUNIPER VILLAGE  
ELEVATION DEVELOPMENT  
MOUNT DORA, FLORIDA

DANIEL A. ROGERS, RLA  
FLORIDA LICENSE #6666866

ADDENDA / REVISIONS

| NO. | DATE       | DESCRIPTION                   |
|-----|------------|-------------------------------|
| 1   | 12/05/2022 | City Comments -<br>Revision 1 |

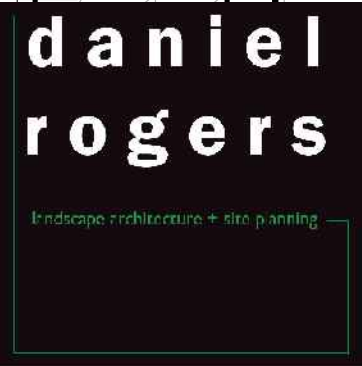
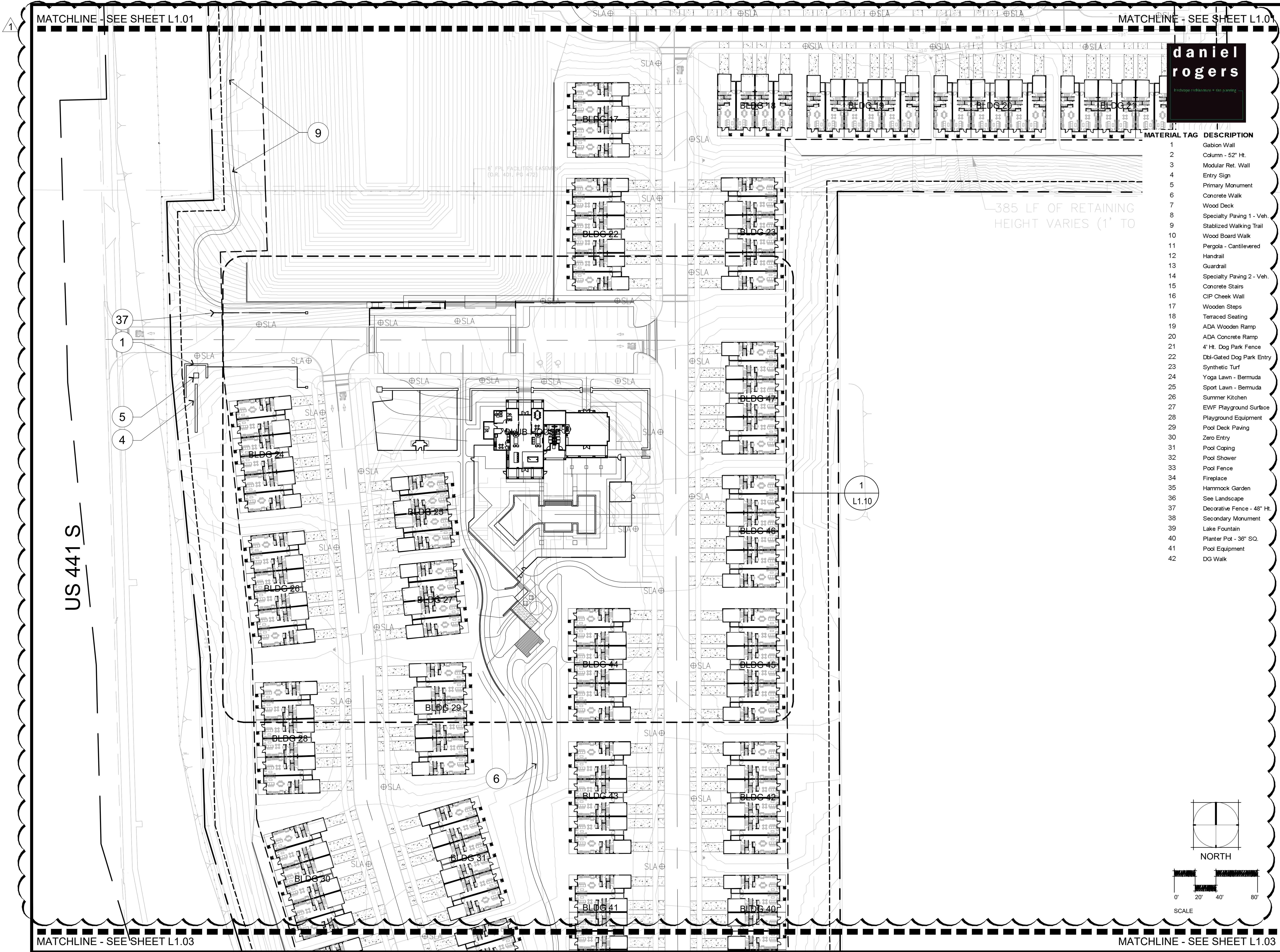
DATE: September 06, 2022  
ISSUE: Permit Submittal  
PROJECT MGR: DRLA  
PROJECT NO.: DRLA-2022.013

SHEET NAME:  
OVERALL  
HARDSCAPE PLAN

SHEET NUMBER:

L1.01





| MATERIAL TAG | DESCRIPTION                |
|--------------|----------------------------|
| 1            | Gabion Wall                |
| 2            | Column - 52" Ht.           |
| 3            | Modular Ret. Wall          |
| 4            | Entry Sign                 |
| 5            | Primary Monument           |
| 6            | Concrete Walk              |
| 7            | Wood Deck                  |
| 8            | Specialty Paving 1 - Veh.  |
| 9            | Stabilized Walking Trail   |
| 10           | Wood Board Walk            |
| 11           | Pergola - Cantilevered     |
| 12           | Handrail                   |
| 13           | Guardrail                  |
| 14           | Specialty Paving 2 - Veh.  |
| 15           | Concrete Stairs            |
| 16           | CIP Cheek Wall             |
| 17           | Wooden Steps               |
| 18           | Terraced Seating           |
| 19           | ADA Wooden Ramp            |
| 20           | ADA Concrete Ramp          |
| 21           | 4' Ht. Dog Park Fence      |
| 22           | Dbl-Gated Dog Park Entry   |
| 23           | Synthetic Turf             |
| 24           | Yoga Lawn - Bermuda        |
| 25           | Sport Lawn - Bermuda       |
| 26           | Summer Kitchen             |
| 27           | EWf Playground Surface     |
| 28           | Playground Equipment       |
| 29           | Pool Deck Paving           |
| 30           | Zero Entry                 |
| 31           | Pool Coping                |
| 32           | Pool Shower                |
| 33           | Pool Fence                 |
| 34           | Fireplace                  |
| 35           | Hammock Garden             |
| 36           | See Landscape              |
| 37           | Decorative Fence - 48" Ht. |
| 38           | Secondary Monument         |
| 39           | Lake Fountain              |
| 40           | Planter Pot - 36" SQ.      |
| 41           | Pool Equipment             |
| 42           | DG Walk                    |

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MOUNT DORA, FLORIDA

DANIEL A. ROGERS, RLA  
FLORIDA LICENSE #6666866

| ADDENDA / REVISIONS |            |                            |
|---------------------|------------|----------------------------|
| NO.                 | DATE       | DESCRIPTION                |
| 1                   | 12/05/2022 | City Comments - Revision 1 |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |

DATE: September 06, 2022  
ISSUE: Permit Submittal  
PROJECT MGR: DRLA  
PROJECT NO.: DRLA-2022.013

SHEET NAME:  
OVERALL  
HARDSCAPE PLAN

SHEET NUMBER:  
L1.02



1

MATCHLINE - SEE SHEET L1.02

MATCHLINE - SEE SHEET L1.02

daniel  
rogers

landscape architecture • civil planning

MATERIAL TAG DESCRIPTION

- 1Gabion Wall
- 2Column - 52" Ht.
- 3Modular Ret. Wall
- 4Entry Sign
- 5Primary Monument
- 6Concrete Walk
- 7Wood Deck
- 8Specialty Paving 1 - Veh.
- 9Stabilized Walking Trail
- 10Wood Board Walk
- 11Pergola - Cantilevered
- 12Handrail
- 13Guardrail
- 14Specialty Paving 2 - Veh.
- 15Concrete Stairs
- 16CIP Cheek Wall
- 17Wooden Steps
- 18Terraced Seating
- 19ADA Wooden Ramp
- 20ADA Concrete Ramp
- 214' Ht. Dog Park Fence
- 22Dbl-Gated Dog Park Entry
- 23Synthetic Turf
- 24Yoga Lawn - Bermuda
- 25Sport Lawn - Bermuda
- 26Summer Kitchen
- 27EWF Playground Surface
- 28Playground Equipment
- 29Pool Deck Paving
- 30Zero Entry
- 31Pool Coping
- 32Pool Shower
- 33Pool Fence
- 34Fireplace
- 35Hammock Garden
- 36See Landscape
- 37Decorative Fence - 48" Ht.
- 38Secondary Monument
- 39Lake Fountain
- 40Planter Pot - 36" SQ.
- 41Pool Equipment
- 42DG Walk

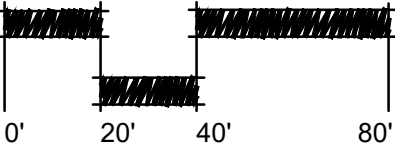
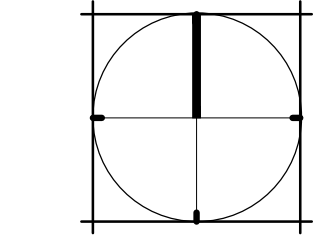
460 LF OF RETAINING WALL—  
HEIGHT VARIES (1' TO 6')

US 441 S

370 LF OF RETAINING WALL  
HEIGHT VARIES (1' TO 14')

SR 46

NORTH



SCALE

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MOUNT DORA, FLORIDA

DANIEL A. ROGERS, RLA  
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ADDENDA / REVISIONS

| NO. | DATE       | DESCRIPTION                   |
|-----|------------|-------------------------------|
| 1   | 12/05/2022 | City Comments -<br>Revision 1 |

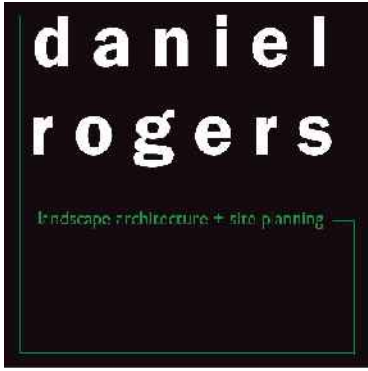
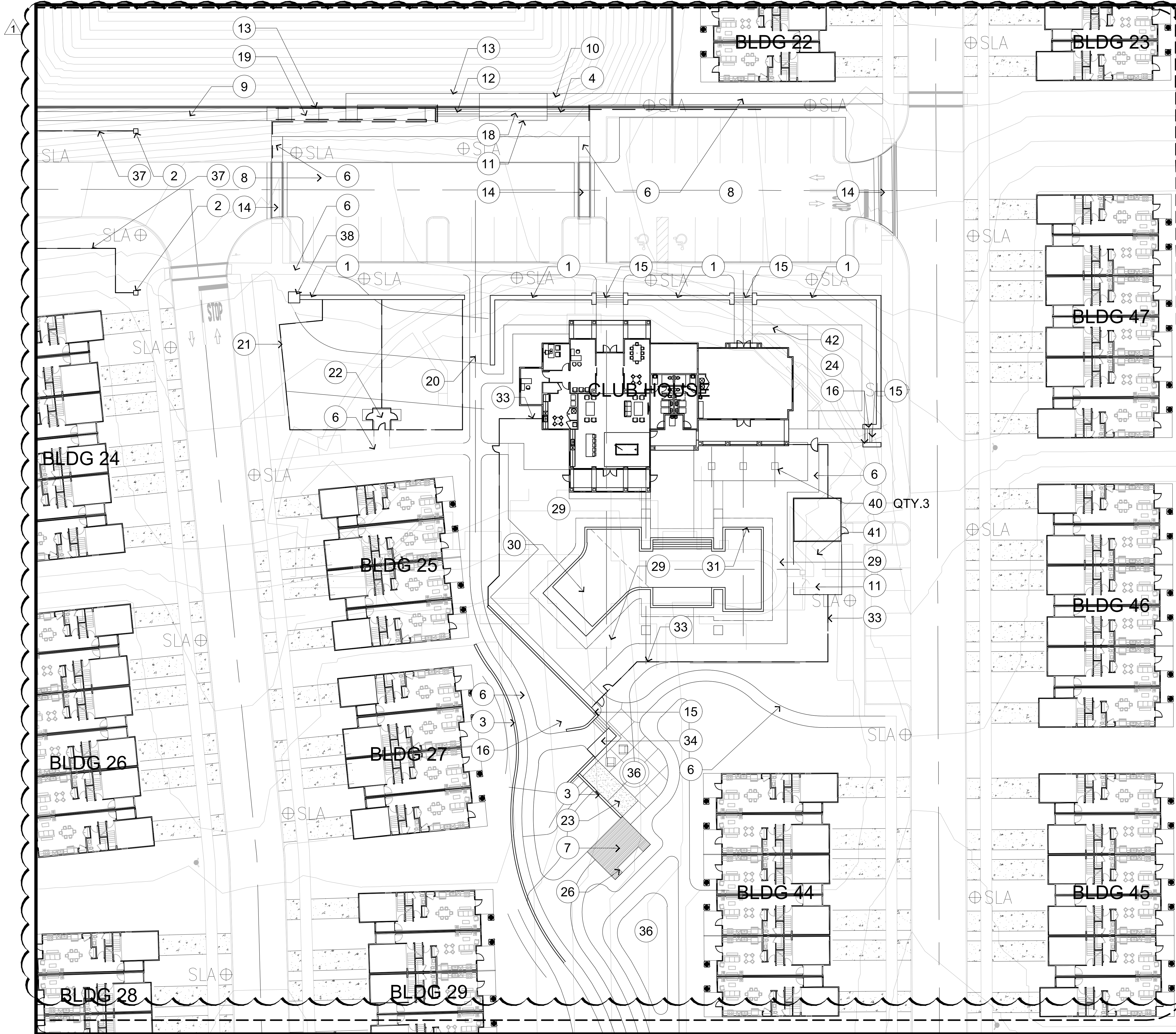
DATE: September 06, 2022  
ISSUE: Permit Submittal  
PROJECT MGR: DRLA  
PROJECT NO.: DRLA-2022.013

SHEET NAME:  
OVERALL  
HARDSCAPE PLAN

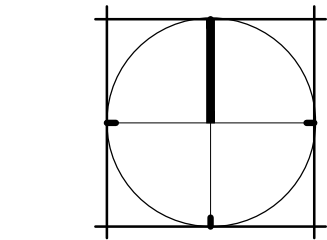
SHEET NUMBER:

L1.03

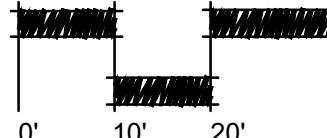




| MATERIAL TAG | DESCRIPTION                |
|--------------|----------------------------|
| 1            | Gabion Wall                |
| 2            | Column - 52" Ht.           |
| 3            | Modular Ret. Wall          |
| 4            | Entry Sign                 |
| 5            | Primary Monument           |
| 6            | Concrete Walk              |
| 7            | Wood Deck                  |
| 8            | Specialty Paving 1 - Veh.  |
| 9            | Stabilized Walking Trail   |
| 10           | Wood Board Walk            |
| 11           | Pergola - Cantilevered     |
| 12           | Handrail                   |
| 13           | Guardrail                  |
| 14           | Specialty Paving 2 - Veh.  |
| 15           | Concrete Stairs            |
| 16           | CIP Cheek Wall             |
| 17           | Wooden Steps               |
| 18           | Terraced Seating           |
| 19           | ADA Wooden Ramp            |
| 20           | ADA Concrete Ramp          |
| 21           | 4' Ht. Dog Park Fence      |
| 22           | Dbl-Gated Dog Park Entry   |
| 23           | Synthetic Turf             |
| 24           | Yoga Lawn - Bermuda        |
| 25           | Sport Lawn - Bermuda       |
| 26           | Summer Kitchen             |
| 27           | EWf Playground Surface     |
| 28           | Playground Equipment       |
| 29           | Pool Deck Paving           |
| 30           | Zero Entry                 |
| 31           | Pool Coping                |
| 32           | Pool Shower                |
| 33           | Pool Fence                 |
| 34           | Fireplace                  |
| 35           | Hammock Garden             |
| 36           | See Landscape              |
| 37           | Decorative Fence - 48" Ht. |
| 38           | Secondary Monument         |
| 39           | Lake Fountain              |
| 40           | Planter Pot - 36" SQ.      |
| 41           | Pool Equipment             |
| 42           | DG Walk                    |



NORTH



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MOUNT DORA, FLORIDA

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| ADDENDA / REVISIONS |            |                            |
|---------------------|------------|----------------------------|
| NO.                 | DATE       | DESCRIPTION                |
| 1                   | 12/05/2022 | City Comments - Revision 1 |

DATE: September 06, 2022  
ISSUE: Permit Submittal  
PROJECT MGR: DRLA  
PROJECT NO.: DRLA-2022.013

SHEET NAME:  
HARDSCAPE PLAN  
ENLARGEMENT

SHEET NUMBER:  
L1.10



1

NATOMA BLVD

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SHEET NAME:  
HARDSCAPE PLAN  
ENLARGEMENT

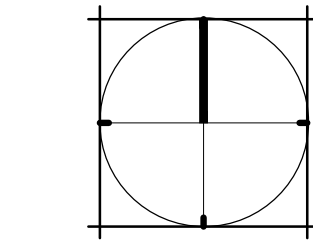
SHEET NUMBER:

L1.11

10' WALL, SLOPE, GRADING,  
DRAINAGE AND MAINTENANCE  
EASEMENT  
(O.R. 3535, PG 1160)

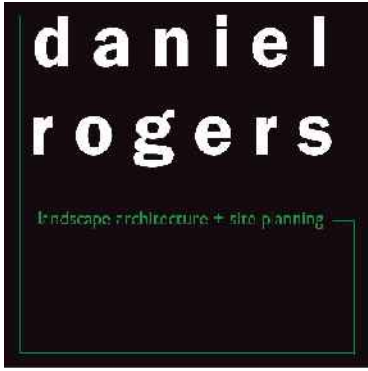
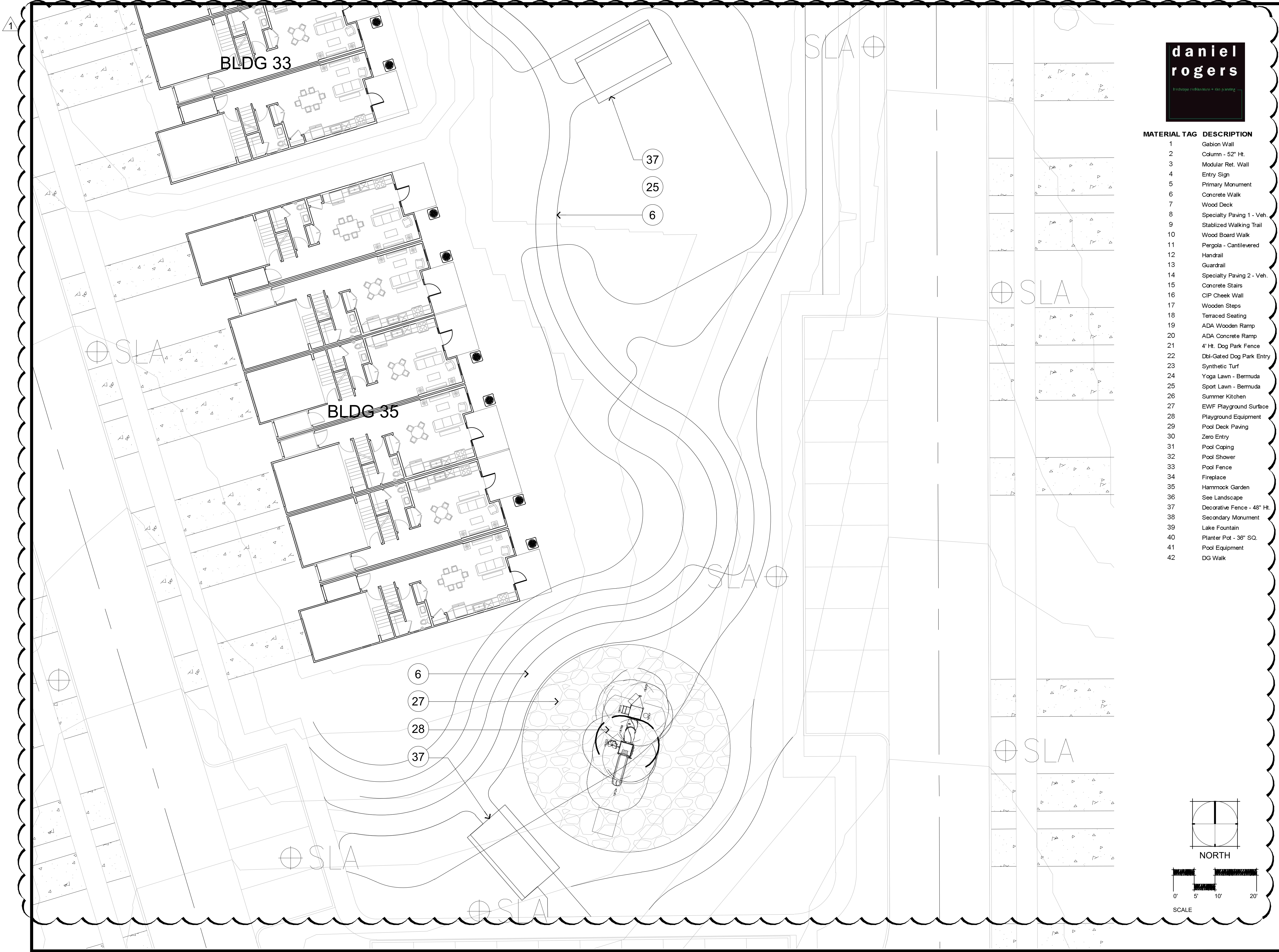
BLDG 1

NORTH

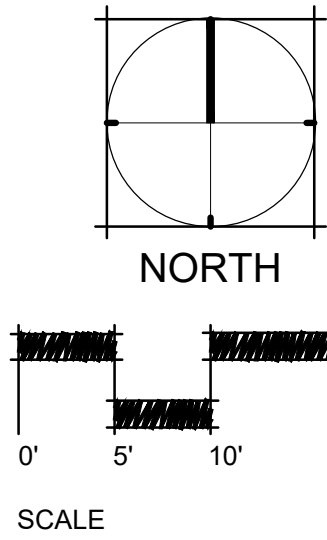


SCALE





| MATERIAL TAG | DESCRIPTION                |
|--------------|----------------------------|
| 1            | Gabion Wall                |
| 2            | Column - 52" Ht.           |
| 3            | Modular Ret. Wall          |
| 4            | Entry Sign                 |
| 5            | Primary Monument           |
| 6            | Concrete Walk              |
| 7            | Wood Deck                  |
| 8            | Specialty Paving 1 - Veh.  |
| 9            | Stabilized Walking Trail   |
| 10           | Wood Board Walk            |
| 11           | Pergola - Cantilevered     |
| 12           | Handrail                   |
| 13           | Guardrail                  |
| 14           | Specialty Paving 2 - Veh.  |
| 15           | Concrete Stairs            |
| 16           | CIP Cheek Wall             |
| 17           | Wooden Steps               |
| 18           | Terraced Seating           |
| 19           | ADA Wooden Ramp            |
| 20           | ADA Concrete Ramp          |
| 21           | 4' Ht. Dog Park Fence      |
| 22           | Dbl-Gated Dog Park Entry   |
| 23           | Synthetic Turf             |
| 24           | Yoga Lawn - Bermuda        |
| 25           | Sport Lawn - Bermuda       |
| 26           | Summer Kitchen             |
| 27           | EWf Playground Surface     |
| 28           | Playground Equipment       |
| 29           | Pool Deck Paving           |
| 30           | Zero Entry                 |
| 31           | Pool Coping                |
| 32           | Pool Shower                |
| 33           | Pool Fence                 |
| 34           | Fireplace                  |
| 35           | Hammock Garden             |
| 36           | See Landscape              |
| 37           | Decorative Fence - 48" Ht. |
| 38           | Secondary Monument         |
| 39           | Lake Fountain              |
| 40           | Planter Pot - 36" SQ.      |
| 41           | Pool Equipment             |
| 42           | DG Walk                    |



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SHEET NAME:  
HARDSCAPE PLAN  
ENLARGEMENT

SHEET NUMBER:  
L1.13



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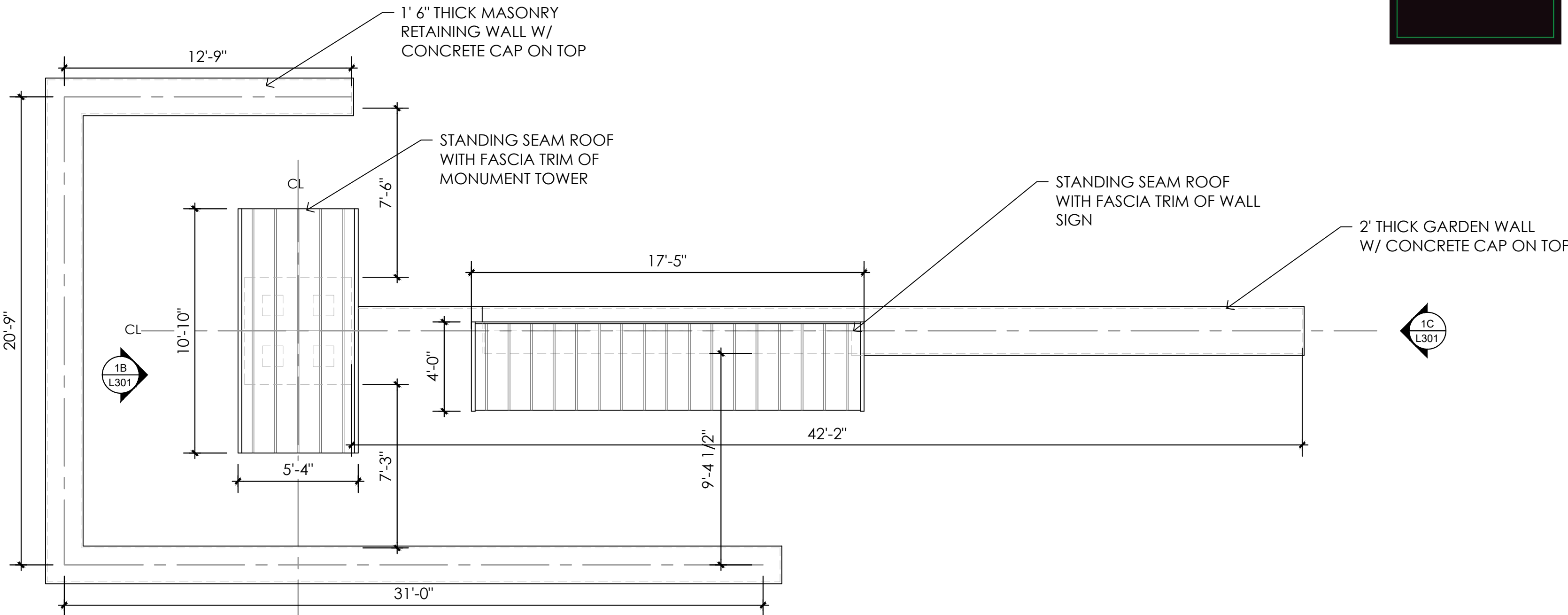
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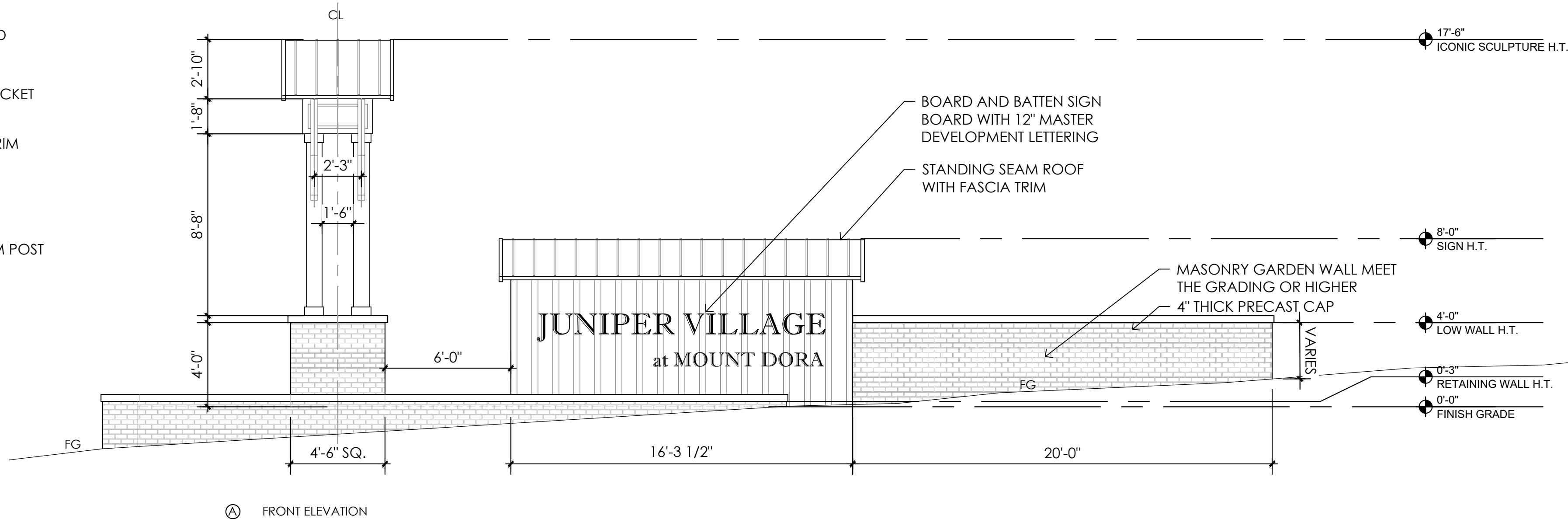
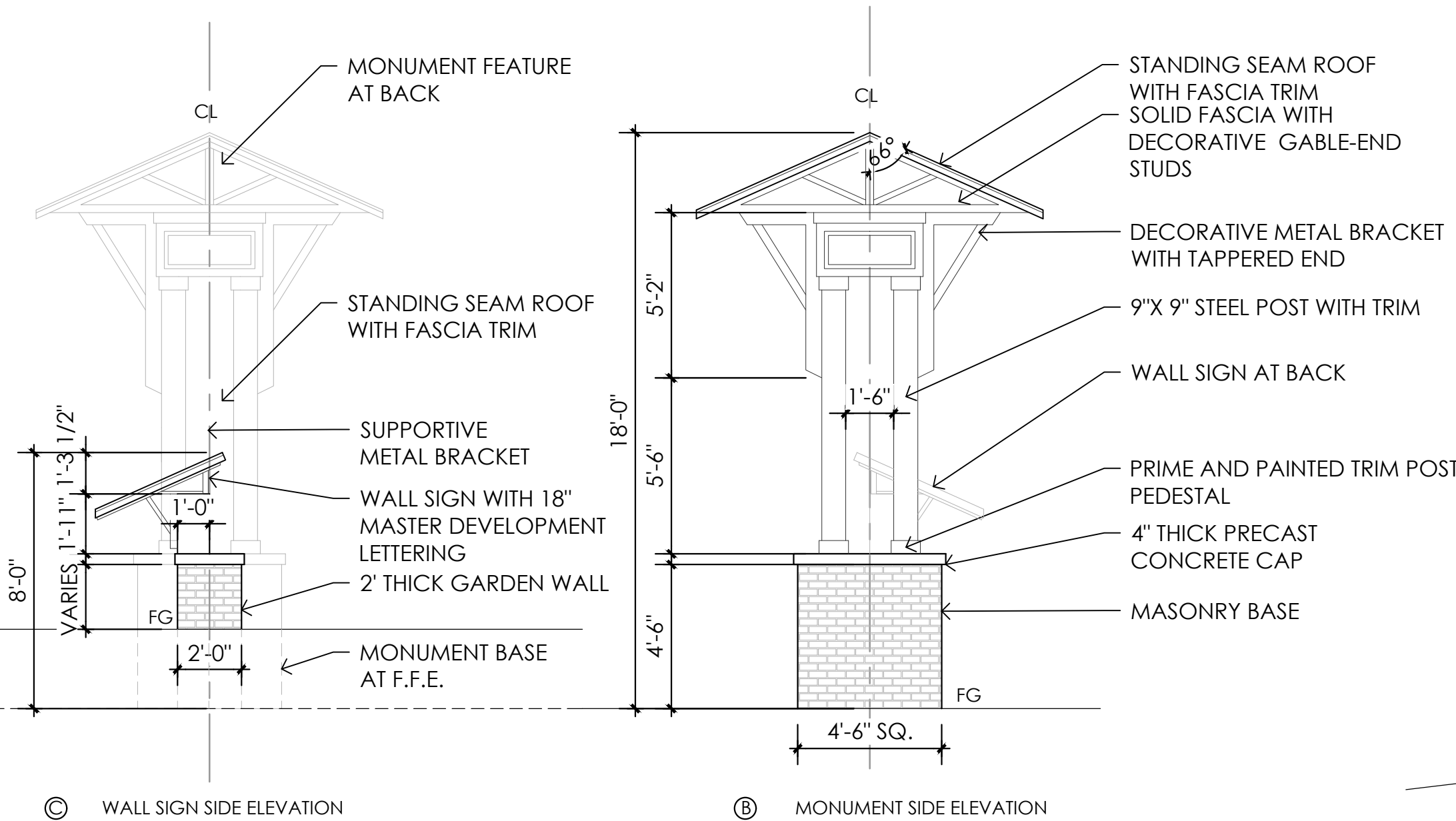
SHEET NAME:  
HARDSCAPE DETAILS

SHEET NUMBER:

L2.02

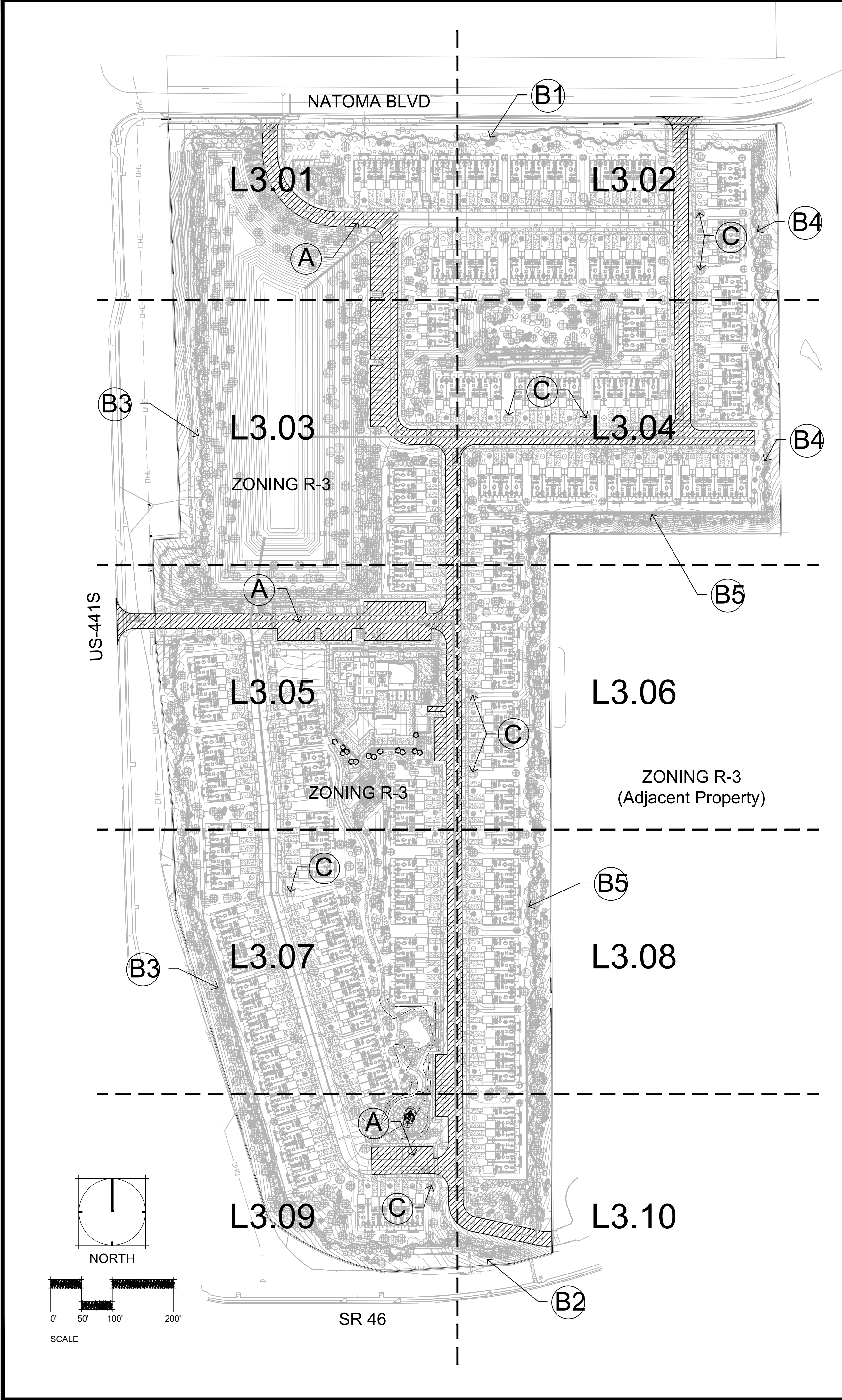


1 GATEWAY SIGN PLAN VIEW  
SCALE: 1/4" = 1'-0"



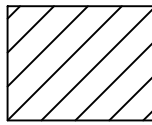
2 GATEWAY SIGN PLAN AND ELEVATIONS  
SCALE: 1/4" = 1'-0"





LAND DEVELOPMENT CODE REFERENCES:

**A** PARKING LOT LANDSCAPE  
(CHAPTER VI. 6.6.3)



- FOR DEVELOPMENTS REQUIRING LESS THAN 200 SPACES, A MINIMUM OF TEN PERCENT OF THE GROSS SQUARE FOOTAGE OF THE PAVED PARKING LOT AREA AND ENTRANCEWAY SHALL BE DEVOTED TO LANDSCAPING 4'-0" WIDTH MIN.  
PARKING LOT AREA = 110,902 SF X 10% = 11,090 SF REQUIRED LANDSCAPING AREA  
PROVIDED LANDSCAPING AREA = 22,196 SF
- ONE CANOPY TREE SHALL BE REQUIRED FOR EACH LANDSCAPE BREAK  
83 SPACES X 1 LANDSCAPE BREAK / 10 SPACES = 9 CANOPY TREES REQUIRED  
PROVIDED CANOPY TREES = 36

**B** LANDSCAPE BUFFER BETWEEN DIFFERENT ZONING  
(CHAPTER VI. 6.6.2.3.b)

- BUFFER TYPE (a) APPLIES TO ALL SIDES OF THIS DEVELOPMENT BASED ON FOLLOWING CODE REQUIREMENT:  
FOR EACH 100 LINEAR FEET OR FRACTION THEREOF OF BOUNDARY, THE FOLLOWING PLANTS SHALL BE PROVIDED  
THREE (3) CANOPY TREES.  
FIVE (5) UNDERSTORY TREES.  
SHRUBBERY OR HEDGE TO PROVIDE A CONTINUOUS VISUAL SCREEN

**B1** NORTH ZONING BUFFER (CONTIGUOUS: R-3 TO PUD): BUFFER TYPE (a)

- BOUNDARY LENGTH: 987.3 LF
- REQUIRED: 987.3 / 100 LF = 9.9 /
- CANOPY TREES: 9.9 X 3 = 30 TREES / PROVIDED=30 TREES
- UNDERSTORY TREES: 9.9 X 5 = 50 TREES / PROVIDED=51 TREES
- SHRUBS: 9.9 X 33 = 327 SHRUBS / PROVIDED=330 SHRUBS

**B2** SOUTH ZONING BUFFER (NONCONTIGUOUS: R-3 TO PLI): BUFFER TYPE (a)

- BOUNDARY LENGTH: 490.8 LF
- REQUIRED: 490.8 / 100 LF = 4.9
- CANOPY TREES: 4.9 X 3 = 15 TREES / PROVIDED=15 TREES
- UNDERSTORY TREES: 4.9 X 5 = 25 TREES / PROVIDED=25 TREES
- SHRUBS: 4.9 X 33 = 162 SHRUBS / PROVIDED=166 SHRUBS

**B3** WEST ZONING BUFFER (NONCONTIGUOUS: R-3 TO GB & R-1A): BUFFER TYPE (a)

- BOUNDARY LENGTH: 1,843.5 LF
- REQUIRED: 1,843.5 / 100 LF = 18.44
- CANOPY TREES: 18.44 X 3 = 56 TREES / PROVIDED=56 TREES
- UNDERSTORY TREES: 18.44 X 5 = 93 TREES / PROVIDED=93 TREES
- SHRUBS: 18.44 X 33 = 609 SHRUBS / PROVIDED=618 SHRUBS

**B4** EAST ZONING BUFFER - UPPER (CONTIGUOUS: R-3 TO PUD): BUFFER TYPE (a)

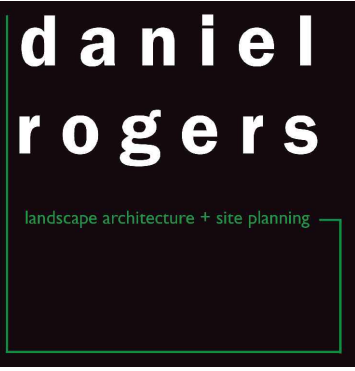
- BOUNDARY LENGTH: 667.6 LF
- REQUIRED: 667.6 / 100 LF = 6.68
- CANOPY TREES: 6.68 X 3 = 20 TREES / PROVIDED=20 TREES
- UNDERSTORY TREES: 6.68 X 5 = 34 TREES / PROVIDED=34 TREES
- SHRUBS: 6.68 X 33 = 221 SHRUBS / PROVIDED=226 SHRUBS

**B5** EAST ZONING BUFFER - LOWER (CONTIGUOUS: R-3 TO R-3): BUFFER TYPE (a)

- BOUNDARY LENGTH: 1543.7 LF
- REQUIRED: 1543.7 / 100 LF = 15.44
- CANOPY TREES: 15.44 X 3 = 47 TREES / PROVIDED=47 TREES
- UNDERSTORY TREES: 15.44 X 5 = 78 TREES / PROVIDED=78 TREES
- SHRUBS: 15.44 X 33 = 510 SHRUBS / PROVIDED=519 SHRUBS

**C** RESIDENTIAL LOT TREE  
(CHAPTER VI. 6.6.9)

- NEW RESIDENTIAL DEVELOPMENTS OR IN CASES WHEN A NEW SINGLE-FAMILY OR DUPLEX DWELLING IS CONSTRUCTED. A MINIMUM ONE CANOPY TREE AS CONTAINED IN THIS SECTION SHALL BE PLANTED IN THE FRONT YARD. THE CANOPY TREE MUST BE A MINIMUM TWO-INCH CALIPER, EIGHT FEET IN HEIGHT, AND FLORIDA NUMBER ONE GRADE OR BETTER.  
REQUIRED CANOPY TREES = 47  
PROVIDED CANOPY TREES = 63



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SHEET NAME:  
LANDSCAPE CODE  
REQUIREMENTS

SHEET NUMBER:  
**L3.00**

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SHEET LEGEND

Refer to Sheet L3.20 for plant schedule.

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SHEET NAME:  
LANDSCAPE PLAN  
CODE LEVEL

SHEET NUMBER:

L3.01

Boundary Line

A Parking Lot Landscape -  
Refer to Sheet L3.00

B1 Landscape Buffers -  
North Property  
Line - Refer to  
Sheet L3.00

B2 Landscape Buffers -  
South Property  
Line - Refer to  
Sheet L3.00

B3 Landscape Buffers -  
West Property  
Line - Refer to  
Sheet L3.00

B4 Landscape Buffers -  
Upper East Property  
Line - Refer  
to Sheet L3.00

B5 Landscape Buffers -  
Lower East Property  
Line - Refer  
to Sheet L3.00

C Residential Lot Tree -  
Refer to Sheet L3.00

US 441 S

MATCHLINE - SEE SHEET L3.03

MATCHLINE - SEE SHEET L3.02

MATCHLINE - SEE SHEET L3.02

MATCHLINE - SEE SHEET L3.03

NATOMA BLVD.

EXISTING TREE TO REMAIN

BLDG 1

BLDG 2

LIFT  
STATION

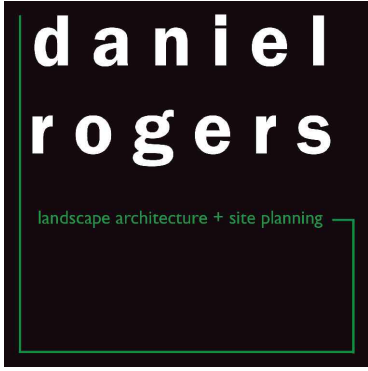
NORTH

SCALE



MATCHLINE - SEE SHEET L3.01

Refer to Sheet L3.20 for plant schedule.



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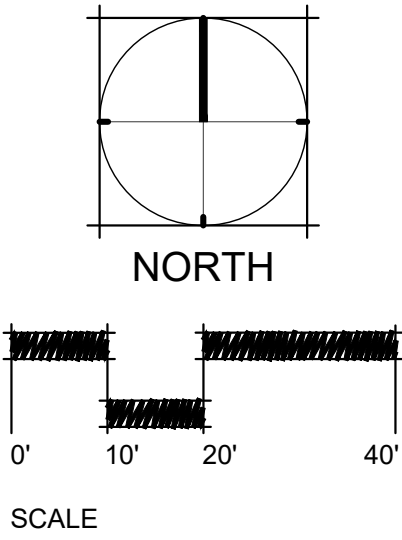
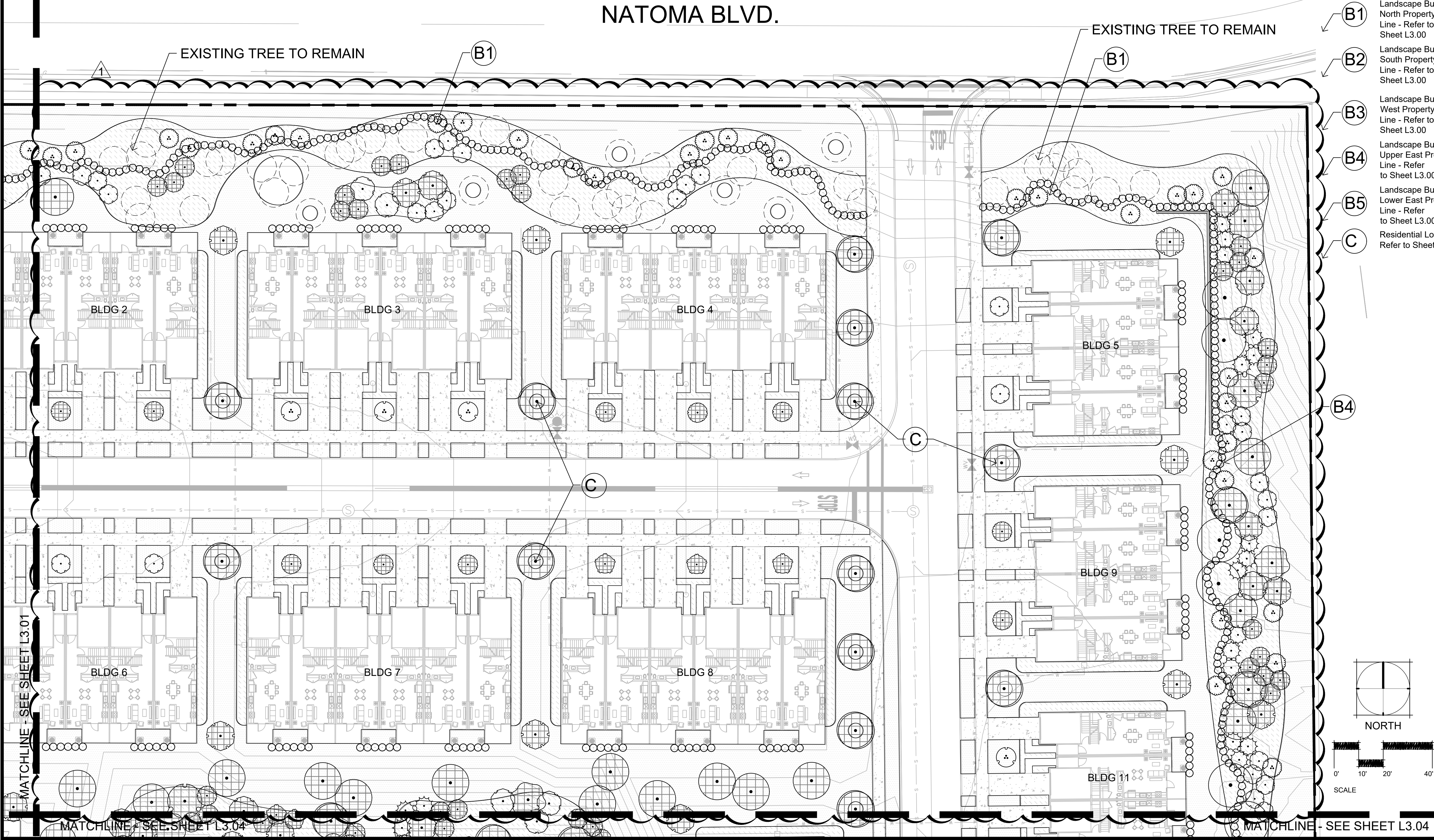
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LANDSCAPE PLAN  
CODE LEVEL

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L3.02

SHEET LEGEND

- Boundary Line
- A Parking Lot Landscape - Refer to Sheet L3.00
- B1 Landscape Buffers - North Property Line - Refer to Sheet L3.00
- B2 Landscape Buffers - South Property Line - Refer to Sheet L3.00
- B3 Landscape Buffers - West Property Line - Refer to Sheet L3.00
- B4 Landscape Buffers - Upper East Property Line - Refer to Sheet L3.00
- B5 Landscape Buffers - Lower East Property Line - Refer to Sheet L3.00
- C Residential Lot Tree - Refer to Sheet L3.00



MATCHLINE - SEE SHEET L3.01

MATCHLINE - SEE SHEET L3.04

MATCHLINE - SEE SHEET L3.04



MATCHLINE - SEE SHEET L3.01

MATCHLINE - SEE SHEET L3.01

SHEET LEGEND

- Boundary Line
- A Parking Lot Landscape - Refer to Sheet L3.00
- B1 Landscape Buffers - North Property Line - Refer to Sheet L3.00
- B2 Landscape Buffers - South Property Line - Refer to Sheet L3.00
- B3 Landscape Buffers - West Property Line - Refer to Sheet L3.00
- B4 Landscape Buffers - Upper East Property Line - Refer to Sheet L3.00
- B5 Landscape Buffers - Lower East Property Line - Refer to Sheet L3.00
- C Residential Lot Tree - Refer to Sheet L3.00

Refer to Sheet L3.20 for plant schedule.

US 441 S

MATCHLINE - SEE SHEET L3.05

MATCHLINE - SEE SHEET L3.05

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BLDG 10

BLDG 13

BLDG 17

BLDG 22

NORTH

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CODE LEVEL

SHEET NUMBER:  
L3.03



MATCHLINE - SEE SHEET L3.03

MATCHLINE - SEE SHEET L3.03

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MATCHLINE - SEE SHEET L3.06

SHEET LEGEND

- Boundary Line
- (A) Parking Lot Landscape - Refer to Sheet L3.00
- (B1) Landscape Buffers - North Property Line - Refer to Sheet L3.00
- (B2) Landscape Buffers - South Property Line - Refer to Sheet L3.00
- (B3) Landscape Buffers - West Property Line - Refer to Sheet L3.00
- (B4) Landscape Buffers - Upper East Property Line - Refer to Sheet L3.00
- (B5) Landscape Buffers - Lower East Property Line - Refer to Sheet L3.00
- (C) Residential Lot Tree - Refer to Sheet L3.00

Refer to Sheet L3.20 for plant schedule.

US 441 S

MATCHLINE - SEE SHEET L3.07

MATCHLINE - SEE SHEET L3.07

MATCHLINE - SEE SHEET L3.06

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SHEET NUMBER:

L3.05





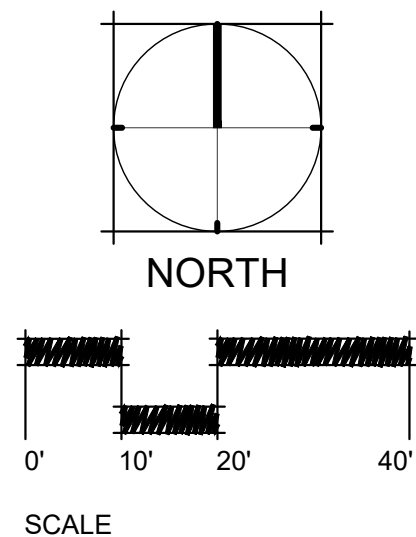




**daniel  
rogers**

landscape architecture + site planning

|  |                                                                            |
|--|----------------------------------------------------------------------------|
|  | <b>Boundary Line</b>                                                       |
|  | <b>Parking Lot Landscape</b><br>Refer to Sheet L3.00                       |
|  | <b>Landscape Buffers - North Property Line</b> - Refer to Sheet L3.00      |
|  | <b>Landscape Buffers - South Property Line</b> - Refer to Sheet L3.00      |
|  | <b>Landscape Buffers - West Property Line</b> - Refer to Sheet L3.00       |
|  | <b>Landscape Buffers - Upper East Property Line</b> - Refer to Sheet L3.00 |
|  | <b>Landscape Buffers - Lower East Property Line</b> - Refer to Sheet L3.00 |
|  | <b>Residential Lot Tree</b><br>Refer to Sheet L3.00                        |



MATCHLINE - SEE SHEET L3.10



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JUNIPER VILLAGE  
ELEVATION DEVELOPMENT  
MOUNT DORA, FLORIDA

DANIEL A. ROGERS, RLA  
FLORIDA LICENSE #6666866

[illegible]

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ISSUE: Permit Submittal  
PROJECT MGR: DRLA  
PROJECT NO.: DRLA-2022.013

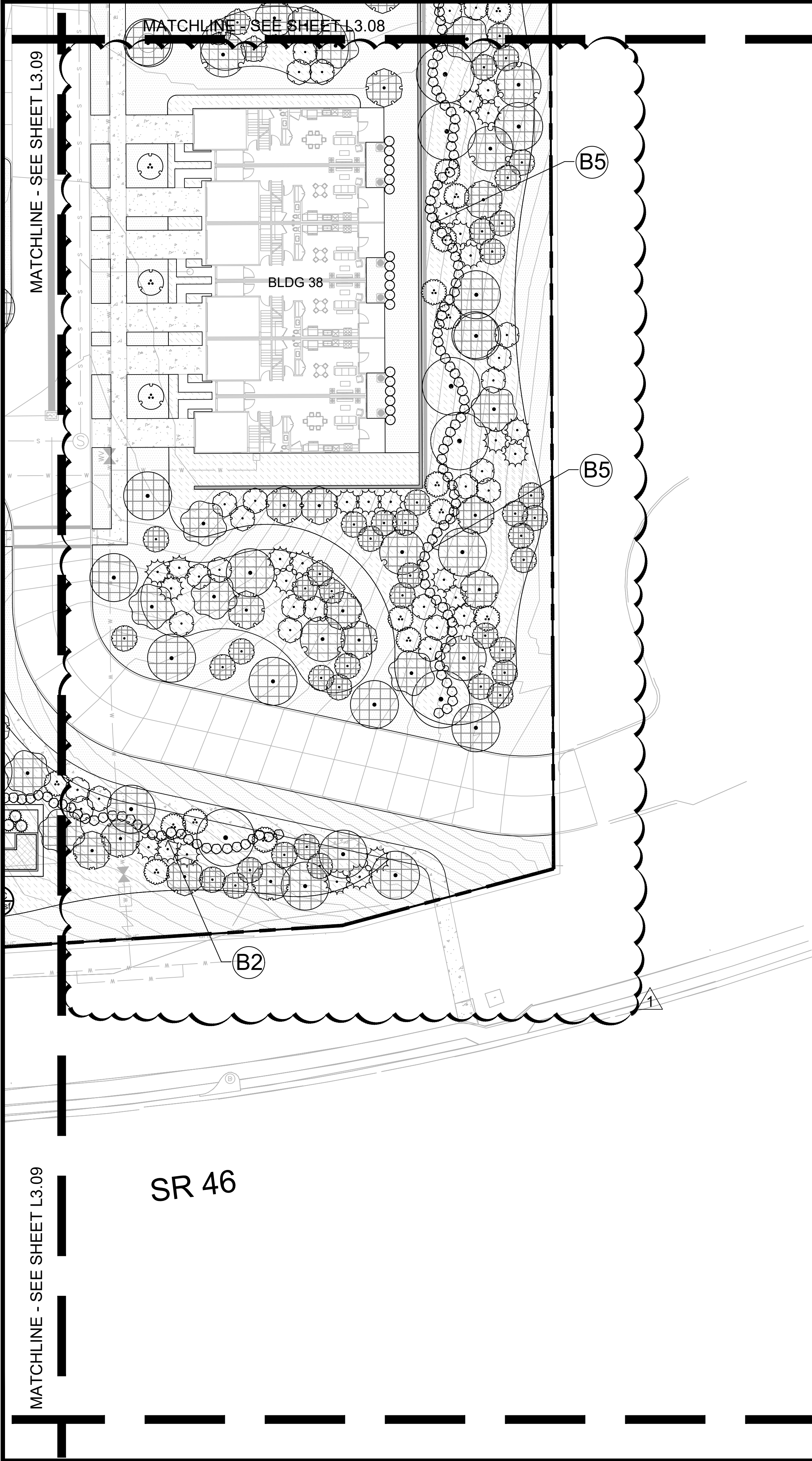
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LANDSCAPE PLAN  
CODE LEVEL

SHEET NUMBER:  
**L3.08**

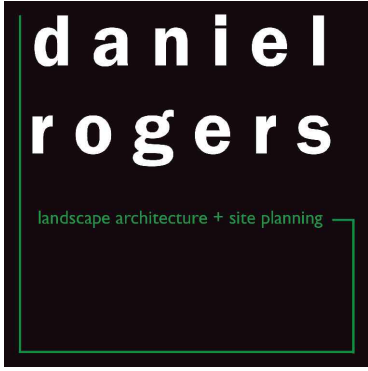






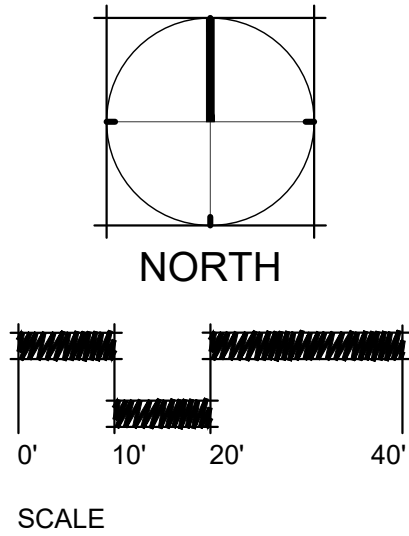


Refer to Sheet L3.20 for plant schedule.



SHEET LEGEND

- Boundary Line
- A Parking Lot Landscape - Refer to Sheet L3.00
- B1 Landscape Buffers - North Property Line - Refer to Sheet L3.00
- B2 Landscape Buffers - South Property Line - Refer to Sheet L3.00
- B3 Landscape Buffers - West Property Line - Refer to Sheet L3.00
- B4 Landscape Buffers - Upper East Property Line - Refer to Sheet L3.00
- B5 Landscape Buffers - Lower East Property Line - Refer to Sheet L3.00
- C Residential Lot Tree - Refer to Sheet L3.00



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MOUNT DORA, FLORIDA

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| ADDENDA / REVISIONS |            |                            |
|---------------------|------------|----------------------------|
| NO.                 | DATE       | DESCRIPTION                |
| 1                   | 12/05/2022 | City Comments - Revision 1 |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |
|                     |            |                            |

DATE: September 06, 2022  
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PROJECT NO.: DRLA-2022.013

SHEET NAME:  
LANDSCAPE PLAN  
CODE LEVEL

SHEET NUMBER:  
**L3.10**



1

Refer to Sheet L3.20 for  
plant schedule.

NOTE: ALL THE UNTAGGED TREES  
REFER TO SHEET L3.20 PLANTING  
SCHEDULE - CODE LEVEL.

DOG PARK

CLUB HOUSE

MAINTENANCE  
BLDG

POOL

POOL  
EQUIPMENT

BLDG 25

BLDG 27

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MOUNT DORA, FLORIDA

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ADDENDA / REVISIONS

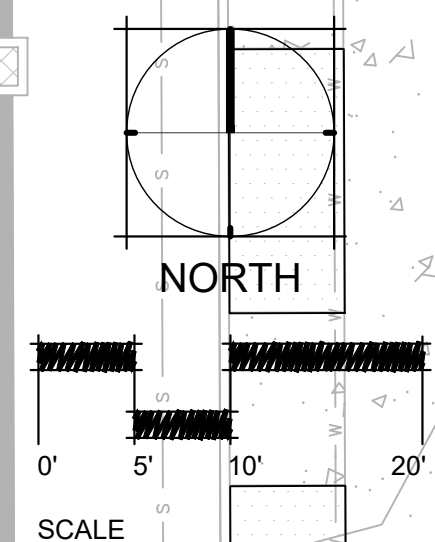
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| 1   | 12/05/2022 | City Comments -<br>Revision 1 |

DATE: September 06, 2022  
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PROJECT NO.: DRLA-2022.013

SHEET NAME:  
LANDSCAPE PLAN  
ENLARGEMENT-  
CLUB HOUSE / POOL

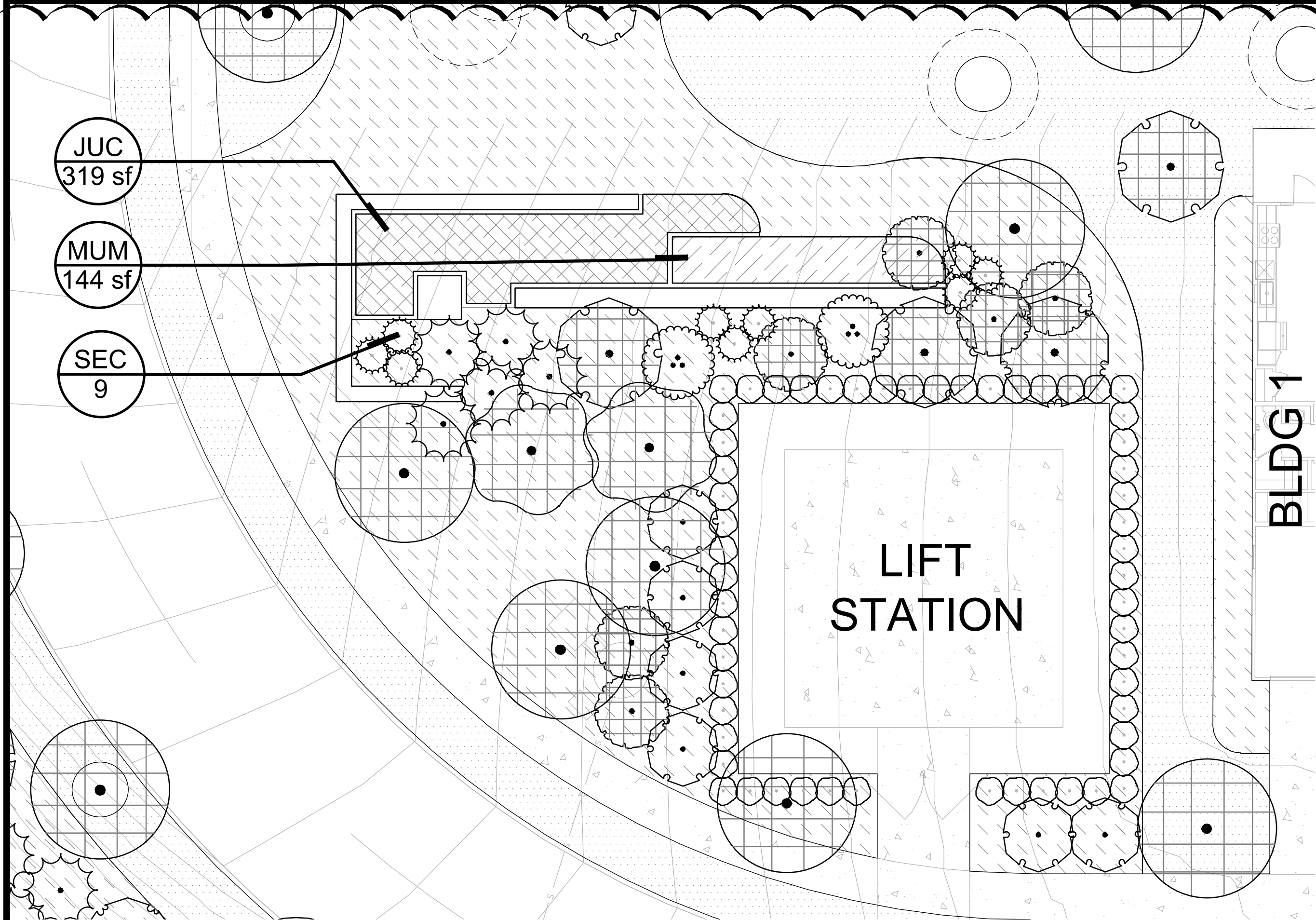
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L3.11

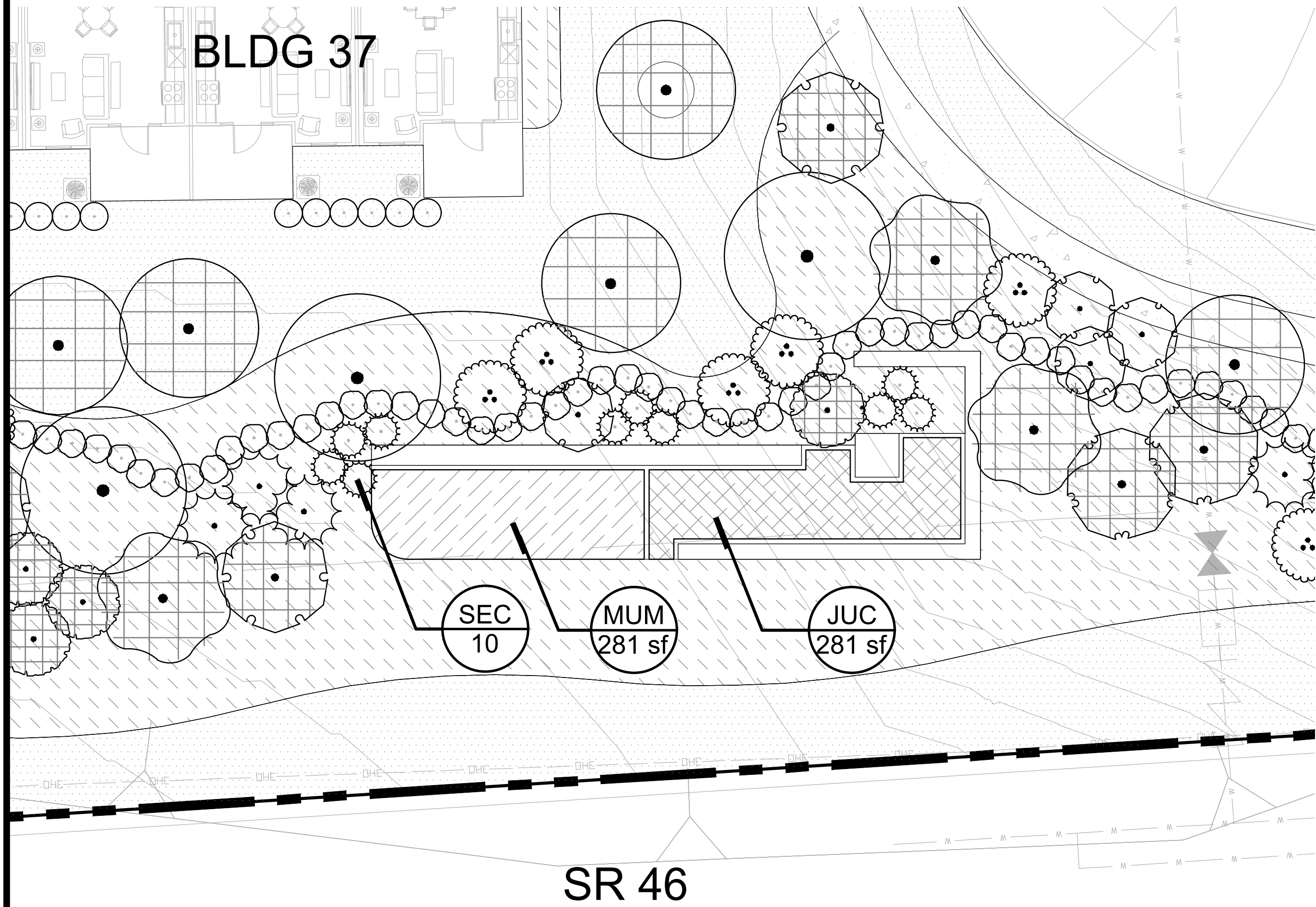




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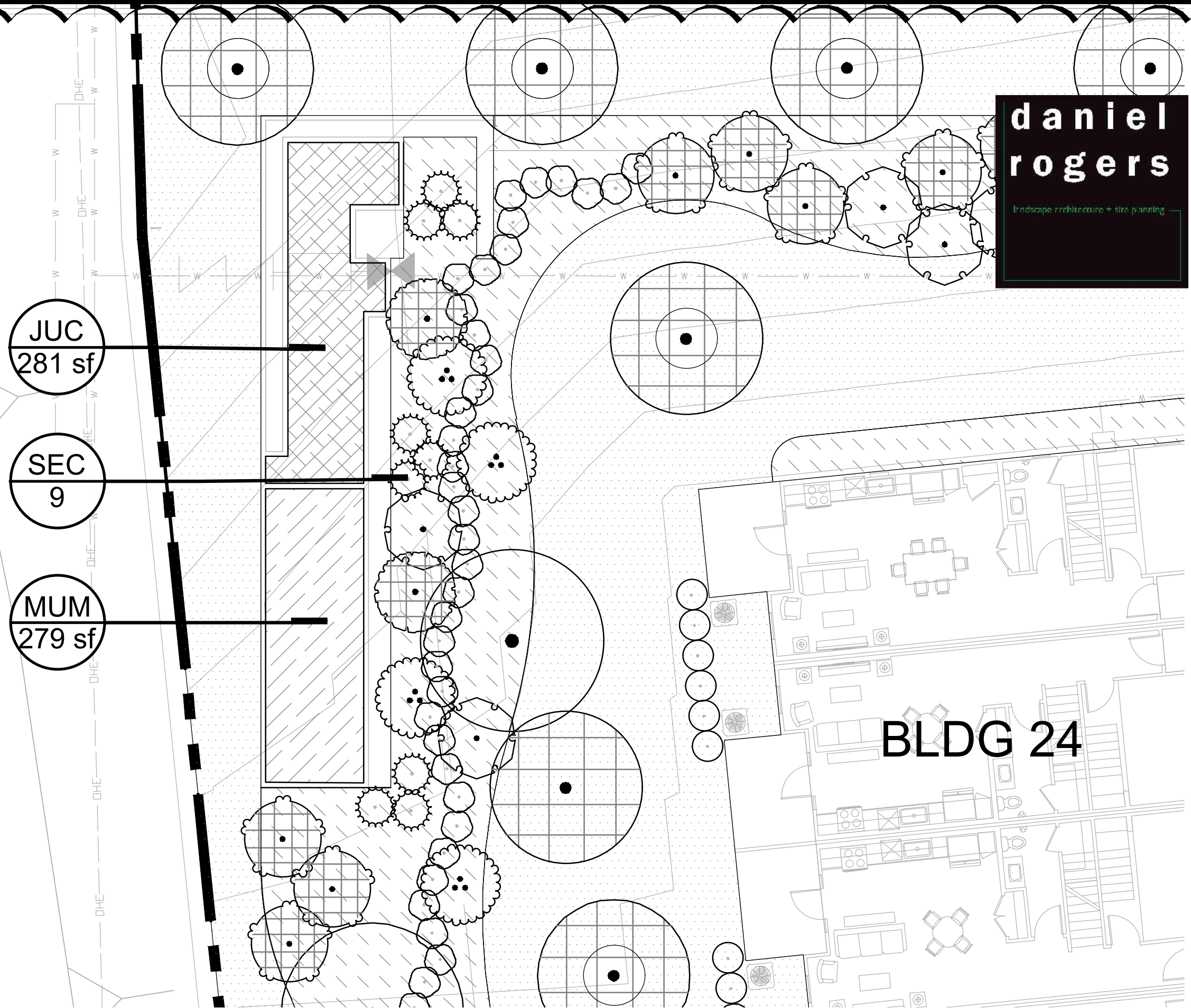


1 MONUMENT SIGN PLANTING PLAN (NATOMA BLVD ENTRANCE)  
SCALE: 1" = 10'



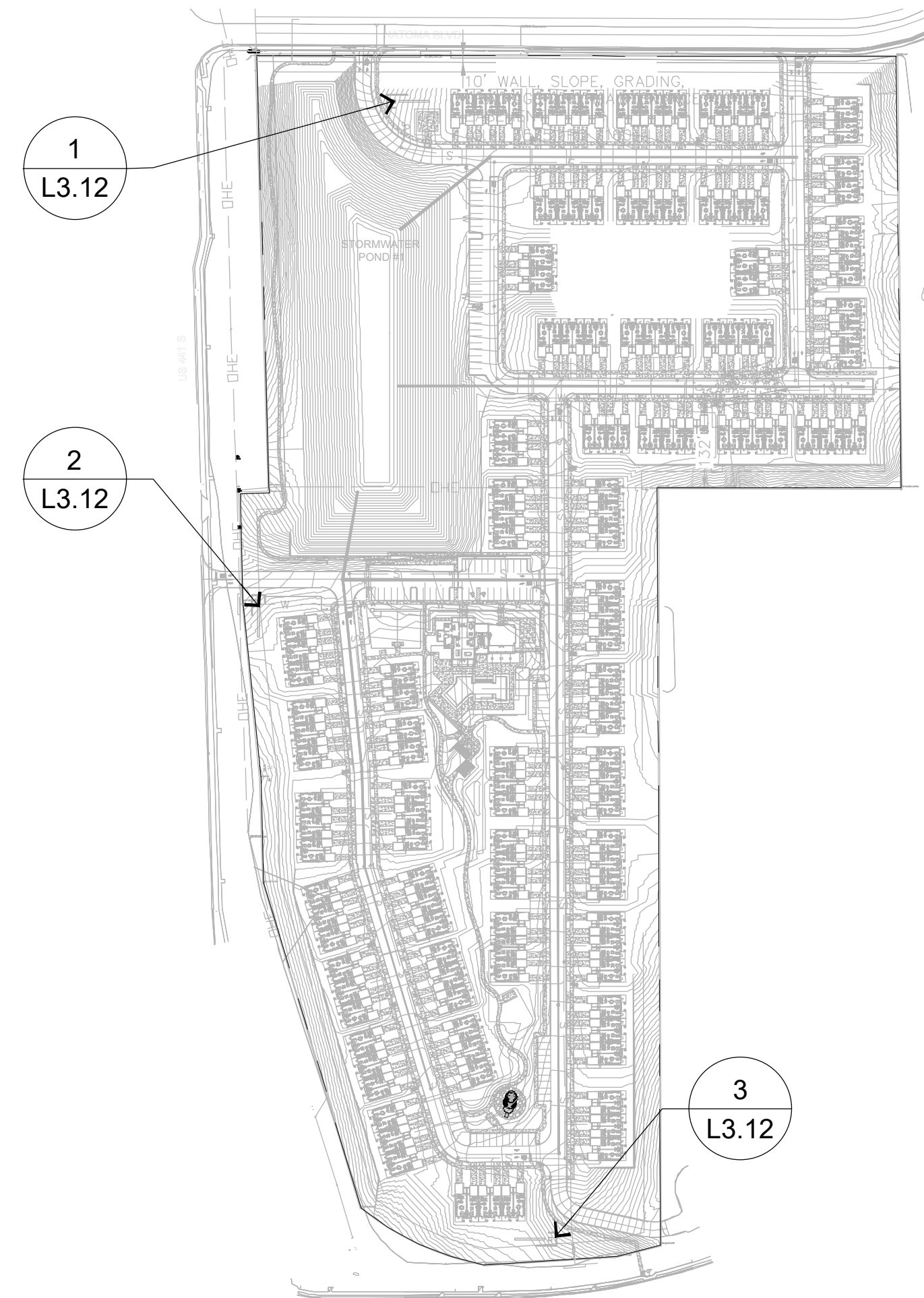
1 MONUMENT SIGN PLANTING PLAN (SR46 ENTRANCE)  
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US 441



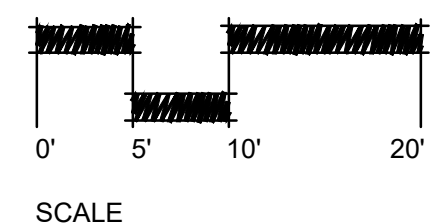
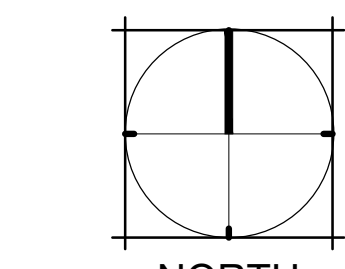
2 MONUMENT SIGN PLANTING PLAN (US441 ENTRANCE)  
SCALE: 1" = 10'

MONUMENT SIGN KEY PLAN



Refer to Sheet  
L3.20 for plant schedule.

NOTE: ALL THE UNTAGGED TREES REFER  
TO SHEET L3.20 PLANTING SCHEDULE -  
CODE LEVEL.



SCALE

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| NO.                 | DATE       | DESCRIPTION                   |
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PROJECT NO.: DRLA-2022.013

SHEET NAME:  
LANDSCAPE PLAN  
ENLARGEMENTS-  
MONUMENT SIGN

SHEET NUMBER:  
**L3.12**



LANDSCAPE NOTES

1. NEWLY INSTALLED "CANOPY" TREES SHALL HAVE THEIR CALIPER MEASURED 12" ABOVE THE TOP OF THE ROOT BALL. ALL NEWLY INSTALLED "UNDERSTORY" TREES SHALL HAVE THEIR CALIPER MEASURED 12" ABOVE THE TOP OF THE ROOT BALL.

2. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE STANDARDS OF FLORIDA NO 1 AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS 2015," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, AND ANY AMENDMENTS THERETO.

3. THE LANDSCAPE ARCHITECT MAY REJECT ANY PLANT MATERIAL BROUGHT TO THE SITE WHICH HE DEEMS TO BE OF INFERIOR QUALITY OR APPEARANCE.

4. ALL PLANT BEDS SHALL BE TOP DRESSED WITH A MINIMUM OF 3" DEPTH PINE BARK MULCH. MAINTAIN A 4" CLEAR SPACE BETWEEN MULCH AND THE PLANT STEM.

5. ALL TREES SHALL HAVE ALL SYNTHETIC BURLAP REMOVED FROM THE ENTIRE ROOT BALL. JUTE BURLAP SHALL BE REMOVED FROM THE TOP ONE-THIRD OF THE ROOT BALL. THE TOP THREE ROWS OF SQUARES ON ALL CAGES AROUND THE ROOT BALLS SHALL BE CLIPPED OFF AND REMOVED.

6. THE CONTRACTOR SHALL READ AND ADHERE TO ALL WRITTEN SPECIFICATIONS.

7. THE CONTRACTOR SHALL VISUALLY INSPECT THE SOILS CONDITION OF THE SITE. HE SHALL DIG A MINIMUM OF 12 TEST HOLES 3 FOOT DEEP RANDOMLY AROUND THE SITE. HE SHALL PERFORM PERCOLATION TESTS IN THESE HOLES FOR A PERIOD OF ONE HOUR EACH. THE HOLES SHALL BE FILLED WITH WATER AND IF THE HOLES HOLD MORE THAN 6" OF WATER AFTER ONE HOUR, THE LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF THE PROBLEM. THE CONTRACTOR SHALL RECOMMEND SUBSTITUTIONS OF PLANT MATERIAL AND PLANTING INSTALLATION TO ACCOMMODATE POOR DRAINING SOILS.

8. THE CONTRACTOR SHALL PROVIDE A SOIL TEST IN FOUR LOCATIONS AND PROVIDE RECOMMENDATIONS FOR AMENDMENTS BASED ON THE RESULTS. IMPROPER SOIL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL RECTIFY ALL INCURRED DAMAGES AT NO ADDITIONAL COST TO THE OWNER.

9. THE CONTRACTOR SHALL REVIEW THE SOILS REPORT ON FILE WITH THE OWNER.

10. THE INSTALLATION OF PLANT MATERIAL SHALL BE VIEWED AS ACCEPTANCE BY THE CONTRACTOR OF EXISTING GRADES AS GIVEN TO HIM. THE CONTRACTOR SHALL PROVIDE TO THE LANDSCAPE ARCHITECT A WRITTEN LETTER OF ACCEPTABILITY OF GRADES. FAILURE TO DO SO WILL BE VIEWED AS AN ACCEPTANCE OF EXISTING GRADES BY THE CONTRACTOR.

11. THE CONTRACTOR SHALL BERM ALL PARKING LOT ISLANDS 12" ABOVE TOP OF CURB ELEVATION WITHOUT EXCEEDING A 4:1 SLOPE (TYPICAL).

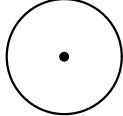
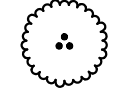
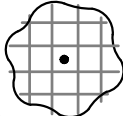
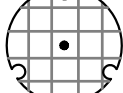
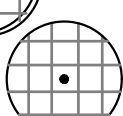
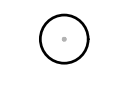
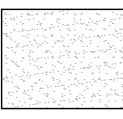
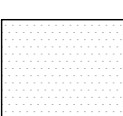
12. WHERE LIGHT POLES AND TREES BOTH OCCUR IN A PARKING LOT ISLANDS, THE TREE SHALL BE SPACED AN ADEQUATE DISTANCE FROM THE POLE.

13. THE CONTRACTOR WILL BE REQUIRED TO SAND AREAS OF SOD THAT ARE NOT SMOOTHLY APPLIED TO ELIMINATE SMALL IRREGULARITIES IN GRADES. LARGE IRREGULARITIES IN GRADE WILL REQUIRE REGRADING & RESODDING.

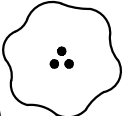
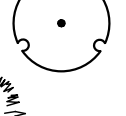
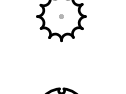
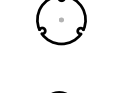
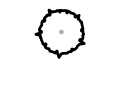
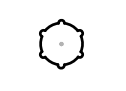
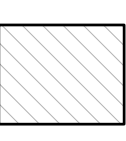
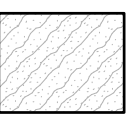
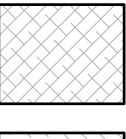
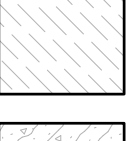
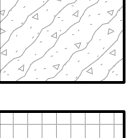
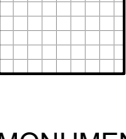
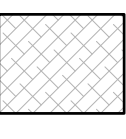
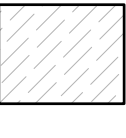
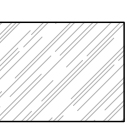
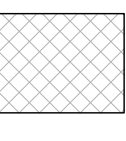
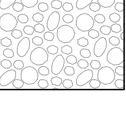
14. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF THE SITE INCLUDING ALL MOWING, EDGING, TRIMMING, PRUNING & SPRAYING OF PESTICIDES & FUNGICIDES UNTIL THE TIME OF FINAL ACCEPTANCE BY THE OWNER.

1

PLANT SCHEDULE - CODE LEVEL

| BUFFER-CANOPY                                                                       | CODE | QTY        | BOTANICAL NAME                            | COMMON NAME                        | SPEC                                |
|-------------------------------------------------------------------------------------|------|------------|-------------------------------------------|------------------------------------|-------------------------------------|
|    | QVB  | 87         | Quercus virginiana                        | Southern Live Oak                  | 2" Cal. x 8' Ht.                    |
| BUFFER-UNDERSTORY                                                                   | CODE | QTY        | BOTANICAL NAME                            | COMMON NAME                        | SPEC                                |
|    | LIB  | 258        | Lagerstroemia indica                      | Crape Myrtle                       | 2.5" Aggregate Cal., Multi., 6' Ht. |
| LOT TREE-CANOPY                                                                     | CODE | QTY        | BOTANICAL NAME                            | COMMON NAME                        | SPEC                                |
|    | BNM  | 60         | Betula nigra                              | River Birch Multi-Trunk            | 3.5" Cal., Multi.                   |
| MITIGATION-CANOPY                                                                   | CODE | QTY        | BOTANICAL NAME                            | COMMON NAME                        | SPEC                                |
|    | ARM  | 86         | Acer rubrum                               | Red Maple                          | 3.5" Cal.                           |
|    | IEM  | 388        | Ilex x attenuata 'Eagleston'              | Eagleston Holly                    | 3.5" Cal.                           |
|    | LSM  | 73         | Liquidambar styraciflua                   | Sweet Gum                          | 3.5" Cal.                           |
|    | MCM  | 241        | Magnolia grandiflora 'Claudia Wannamaker' | Claudia Wannamaker Magnolia        | 3.5" Cal.                           |
|    | MMM  | 133        | Magnolia grandiflora 'Cliff'              | Miss Chloe® Southern Magnolia      | 3.5" Cal.                           |
|    | MBM  | 176        | Magnolia grandiflora 'D.D. Blanchard'     | D.D. Blanchard Southern Magnolia   | 3.5" Cal.                           |
|    | MLM  | 111        | Magnolia grandiflora 'Little Gem'         | Little Gem Dwarf Southern Magnolia | 3.5" Cal.                           |
|    | MSM  | 120        | Magnolia virginiana                       | Sweetbay Magnolia                  | 3.5" Cal.                           |
|   | PPM  | 350        | Pinus palustris                           | Longleaf Pine                      | 3.5" Cal.                           |
|  | QSM  | 120        | Quercus shumardii                         | Shumard Oak                        | 3.5" Cal.                           |
|  | QVM  | 339        | Quercus virginiana                        | Southern Live Oak                  | 3.5" Cal.                           |
| TOTAL                                                                               |      | 2,137      |                                           |                                    |                                     |
| UTILITY SCREENING-SHRUB                                                             | CODE | QTY        | BOTANICAL NAME                            | COMMON NAME                        | SIZE                                |
|  | MYF  | 798        | Myrcianthes fragrans                      | Simpson's Stopper                  | 24" Ht.                             |
| BUFFER-SHRUB                                                                        | CODE | QTY        | BOTANICAL NAME                            | COMMON NAME                        | SIZE                                |
|  | VOB  | 2,005      | Viburnum obovatum                         | Walter's Viburnum                  | 24" Ht.                             |
| SOD/SEED                                                                            | CODE | QTY        | BOTANICAL NAME                            | COMMON NAME                        | SPEC                                |
|  | CYN  | 7,297 sf   | Cynodon dactylon '419 Hybrid'             | Bermuda Grass                      | sod                                 |
|  | PAS  | 329,010 sf | Paspalum notatum 'Argentine'              | Argentine Bahiagrass               | sod                                 |
| MULCH TYPES                                                                         | CODE | QTY        | BOTANICAL NAME                            | COMMON NAME                        | SPEC                                |
|  | PSM  | 256,872 sf | Pine Straw Mulch                          |                                    | None                                |

PLANT SCHEDULE - ENHANCEMENT

| CLUB HOUSE-TREES                                                                      | CODE | QTY      | BOTANICAL NAME                      | COMMON NAME                     | SPEC                                      |
|---------------------------------------------------------------------------------------|------|----------|-------------------------------------|---------------------------------|-------------------------------------------|
|    | BEN  | 7        | Betula nigra                        | River Birch Multi-Trunk         | 3.5" Aggregate Cal. / 16'-18' Ht., Multi. |
|    | PHS  | 7        | Phoenix sylvestris                  | Wild Date Palm                  | 22' Ht., OA, Matched                      |
|    | PRA  | 12       | Prunus angustifolia                 | Chickasaw Plum                  | 2.5" Cal.                                 |
|    | SAS  | 14       | Sabal palmetto                      | Cabbage Palmetto                | 12' Ct.                                   |
|    | TAI  | 4        | Tabebuia impetiginosa               | Pink Trumpet Tree               | 3.5" Cal.                                 |
| CLUB HOUSE-SHRUB                                                                      | CODE | QTY      | BOTANICAL NAME                      | COMMON NAME                     | SIZE                                      |
|    | BOL  | 3        | Bougainvillea x 'Silhouette'        | Pink Thornless Bougainvillea    | 3 gal.                                    |
|    | CAL  | 57       | Callistemon viminalis 'Little John' | Little John Weeping Bottlebrush | 3 gal. / 24" Ht.                          |
|    | CRA  | 6        | Crinum asiaticum                    | Crinum Lily                     | 15 gal.                                   |
|    | ILV  | 99       | Ilex vomitoria                      | Yaupon Holly                    | 7 Gal. / 30" Ht.                          |
|    | MYC  | 14       | Myrica cerifera                     | Wax Myrtle                      | 25 gal.                                   |
|    | POD  | 48       | Podocarpus macrophyllus             | Yew Podocarpus                  | 15" gal. / 5'-7" Ht.                      |
|    | SER  | 10       | Serenoa repens 'Cinerea'            | Silver Saw Palmetto             | 15 gal.                                   |
|    | STR  | 15       | Streitzia reginae                   | Bird Of Paradise                | 7 gal.                                    |
|   | VIO  | 34       | Viburnum obovatum                   | Walter's Viburnum               | 24" Ht.                                   |
|  | VIS  | 19       | Viburnum suspensum                  | Sandankwa Viburnum              | 24" Ht.                                   |
| MONUMENT SIGN-SHRUB                                                                   | CODE | QTY      | BOTANICAL NAME                      | COMMON NAME                     | SIZE                                      |
|  | SEC  | 28       | Serenoa repens 'Cinerea'            | Silver Saw Palmetto             | 30 gal.                                   |
| CLUB HOUSE-SHRUBS                                                                     | CODE | QTY      | BOTANICAL NAME                      | COMMON NAME                     | SPEC                                      |
|  | CAG  | 570 sf   | Camellia sasanqua 'Shishi Gashira'  | Shishi Gashira Camellia         | 3 gal.                                    |
|  | HED  | 773 sf   | Helianthus debilis                  | Dune Sunflower                  | 3 gal.                                    |
|  | JCO  | 282 sf   | Juniperus conferta                  | Shore Juniper                   | 3 gal. / flat                             |
|  | MUC  | 1,266    | Muhlenbergia capillaris             | Pink Muhly Grass                | 3 gal.                                    |
|  | TRD  | 2,382 sf | Tripsacum dactyloides nana          | Dwarf Fakahatchee Grass         | 3 gal.                                    |
|  | ZAI  | 502 sf   | Zamia integrifolia                  | Coontie                         | 3 gal.                                    |
| MONUMENT SIGN-SHRUB                                                                   | CODE | QTY      | BOTANICAL NAME                      | COMMON NAME                     | SPEC                                      |
|  | JUC  | 881 sf   | Juniperus conferta                  | Shore Juniper                   | 3 gal. / flat                             |
|  | MUM  | 704 sf   | Muhlenbergia capillaris             | Pink Muhly Grass                | 3 gal.                                    |
| CLUB HOUSE-GROUND COVER                                                               | CODE | QTY      | BOTANICAL NAME                      | COMMON NAME                     | SPEC                                      |
|  | ASD  | 64 sf    | Asparagus densiflorus               | Foxtail Fern                    | 1 gal.                                    |
|  | ASE  | 95 sf    | Aspidistra elatior                  | Cast Iron Plant                 | 3 gal.                                    |
|  | LIM  | 372 sf   | Liriope muscari                     | Lilyturf                        | 1 gal.                                    |
|  | S2   | 2,756 sf | Stone Mulch                         |                                 | 3" - 6" River Jacks                       |

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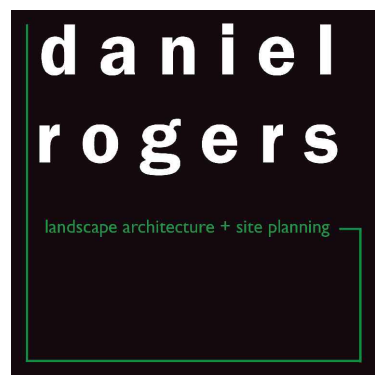
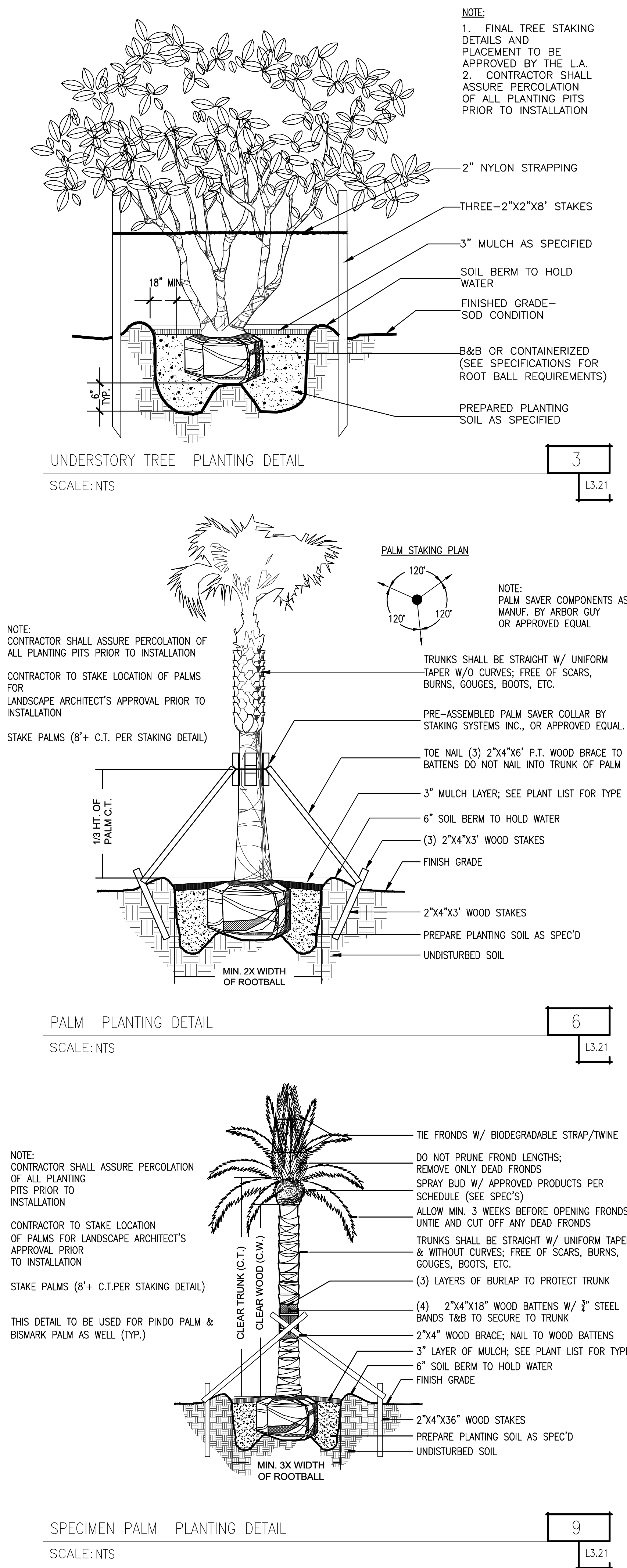
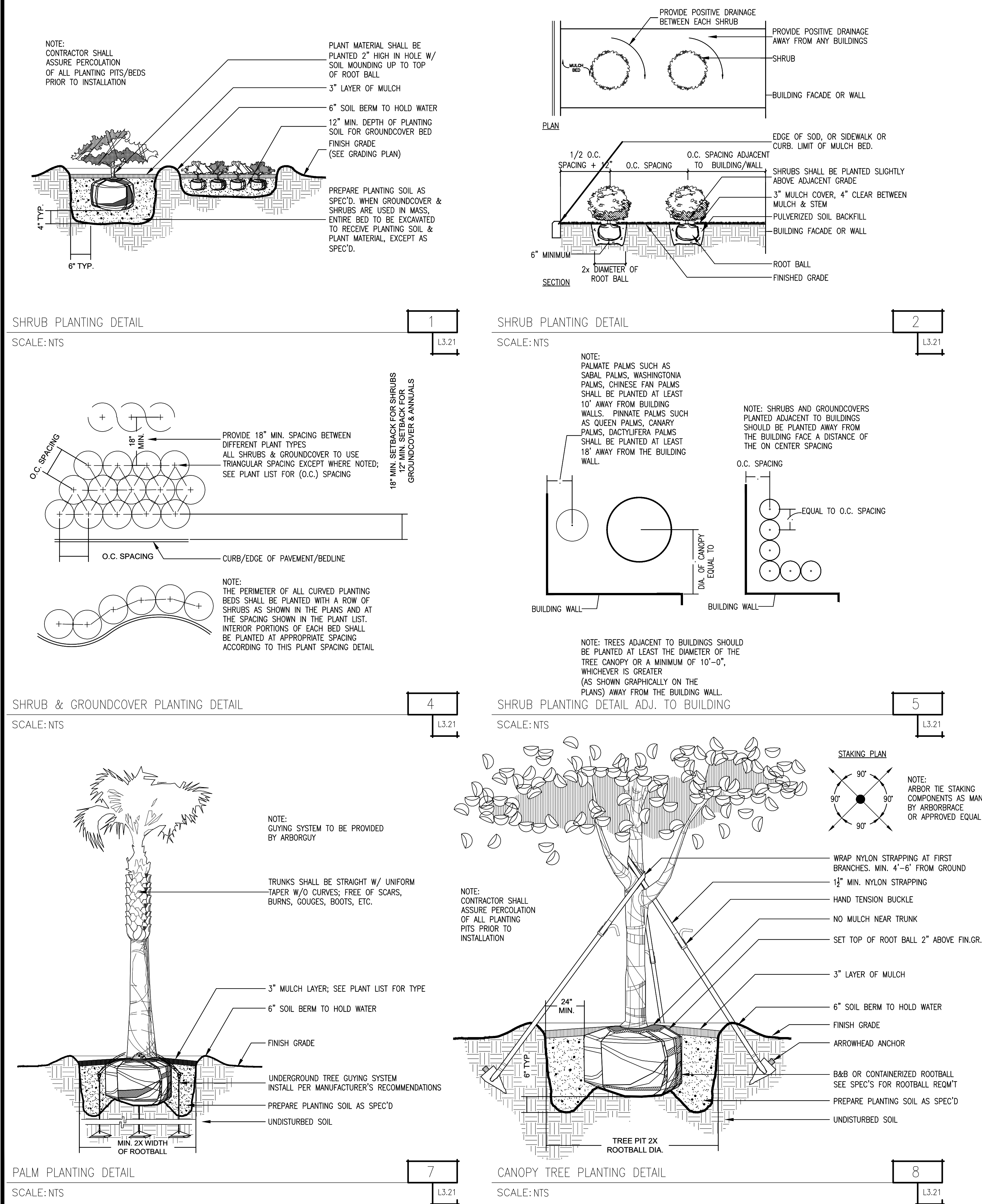
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DATE: September 06, 2022  
ISSUE: Permit Submittal  
PROJECT MGR: DRLA  
PROJECT NO.: DRLA-2022.013

SHEET NAME:  
PLANT SCHEDULE &  
LANDSCAPE NOTES

SHEET NUMBER:  
L3.20





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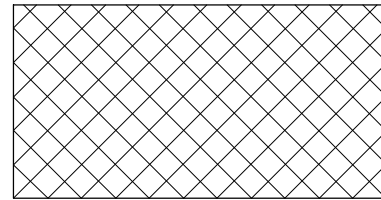
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PROJECT NO.: DRLA-2022.013

SHEET NAME:  
PLANTING DETAILS

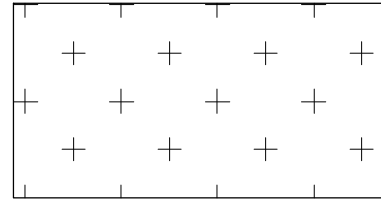
SHEET NUMBER:  
**L3.21**



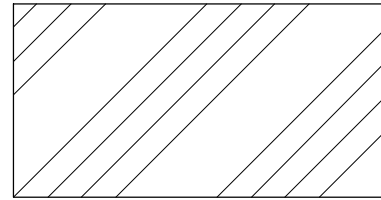
WATER USE LEGEND



HIGH WATER USE  
(ST. AUG. SOD)  
148,338 SF (15%)



MEDIUM WATER USE  
(SHRUBS & GCS)  
283,330 SF (27%)



LOW WATER USE  
(BAHIA SOD / TREE BUBBLERS)  
591,649 SF (58%)

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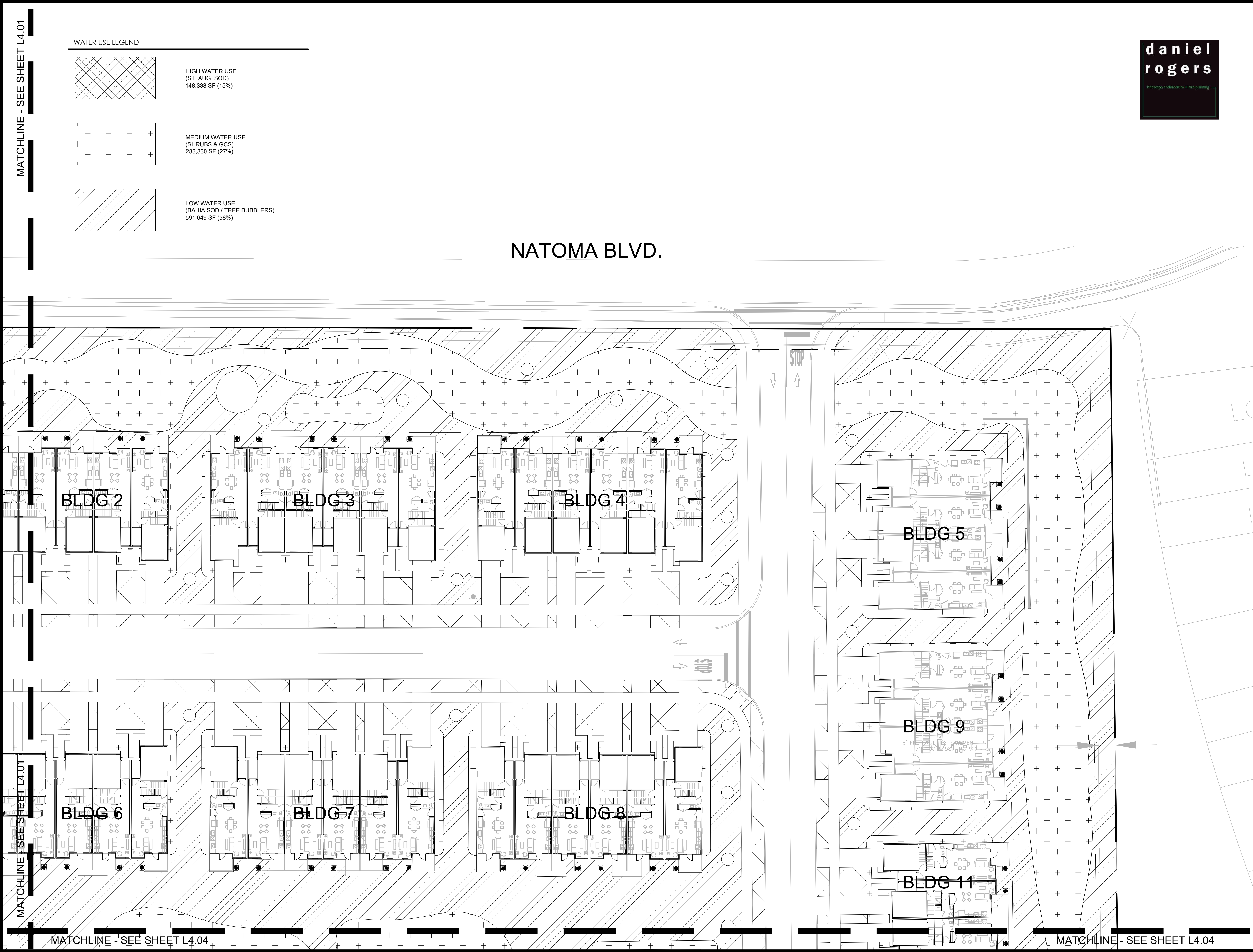
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SHEET NAME:  
IRRIGATION  
WATER USE DIAGRAM

SHEET NUMBER:

L4.01



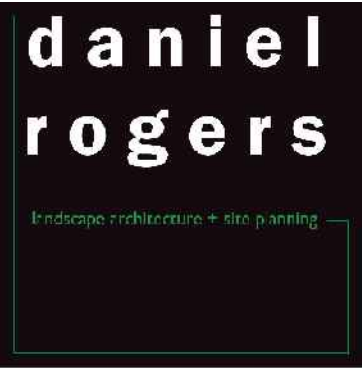


WATER USE LEGEND

HIGH WATER USE  
(ST. AUG. SOD)  
148,338 SF (15%)

MEDIUM WATER USE  
(SHRUBS & GCS)  
283,330 SF (27%)

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591,649 SF (58%)



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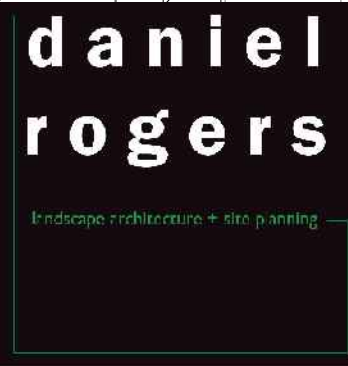
SHEET NAME:  
IRRIGATION  
WATER USE DIAGRAM

SHEET NUMBER:  
**L4.02**



MATCHLINE - SEE SHEET L4.03

MATCHLINE - SEE SHEET L4.03



MATCHLINE - SEE SHEET L4.06

US 441 S

MATCHLINE - SEE SHEET L4.07

MATCHLINE - SEE SHEET L4.07

MATCHLINE - SEE SHEET L4.06

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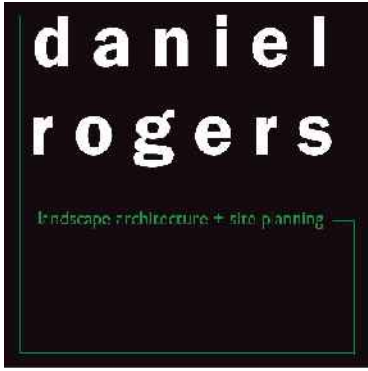
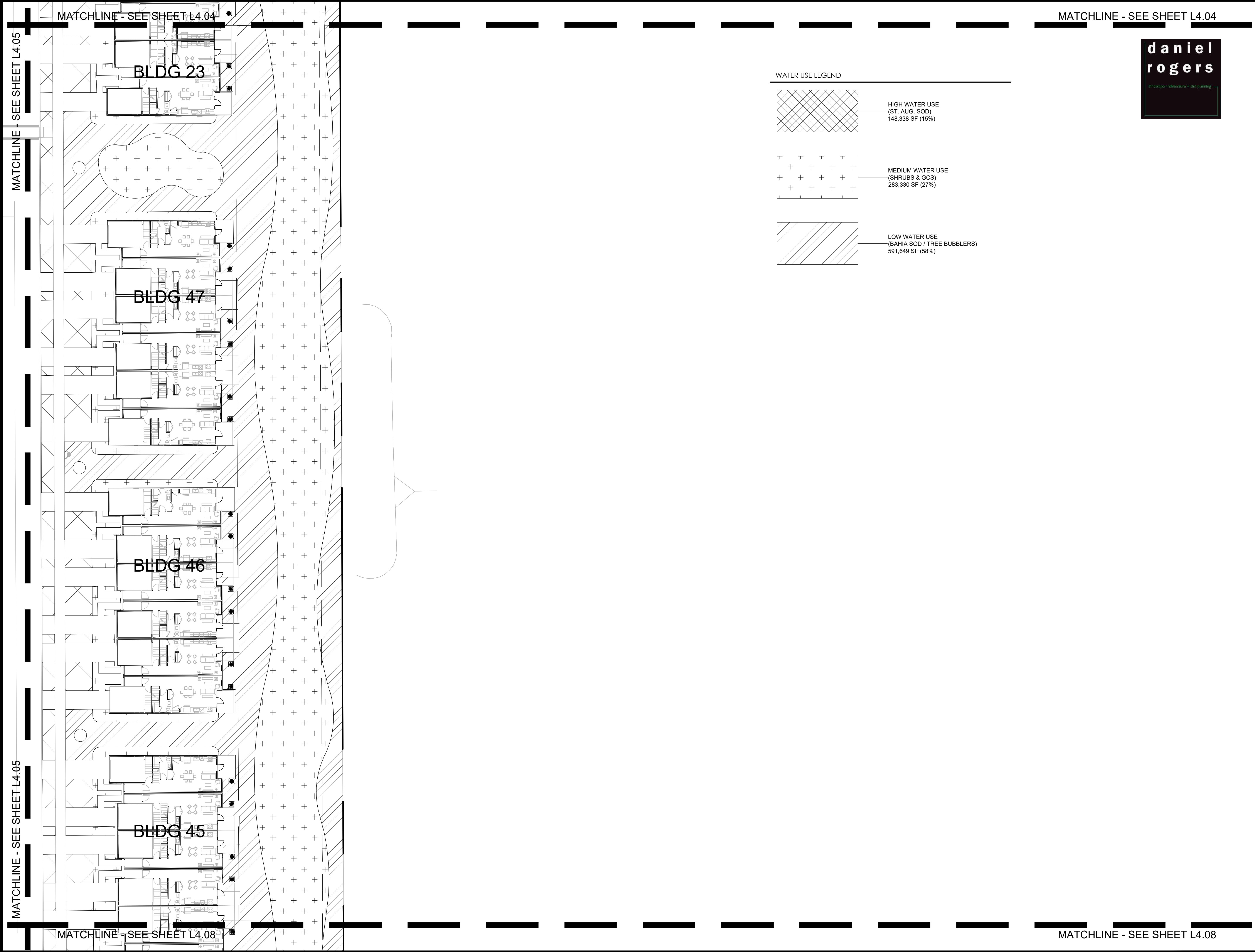
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PROJECT NO.: DRLA-2022.013

SHEET NAME:  
IRRIGATION  
WATER USE DIAGRAM

SHEET NUMBER:  
**L4.05**





| WATER USE LEGEND |                                                                  |
|------------------|------------------------------------------------------------------|
|                  | HIGH WATER USE<br>(ST. AUG. SOD)<br>148,338 SF (15%)             |
|                  | MEDIUM WATER USE<br>(SHRUBS & GCS)<br>283,330 SF (27%)           |
|                  | LOW WATER USE<br>(BAHIA SOD / TREE BUBBLERS)<br>591,649 SF (58%) |

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SHEET NAME:  
IRRIGATION  
WATER USE DIAGRAM

SHEET NUMBER:  
L4.06



MATCHLINE - SEE SHEET L4.05

MATCHLINE - SEE SHEET L4.05

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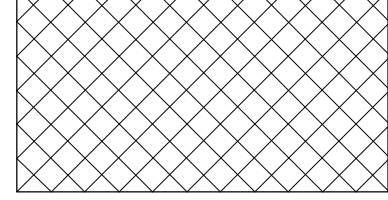
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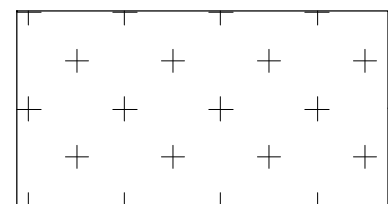
SHEET NAME:  
IRRIGATION  
WATER USE DIAGRAM

SHEET NUMBER:  
L4.07

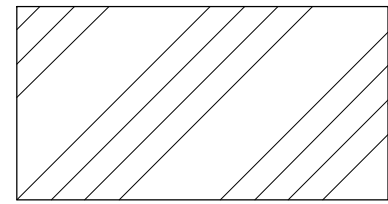
WATER USE LEGEND



HIGH WATER USE  
(ST. AUG. SOD)  
148,338 SF (15%)



MEDIUM WATER USE  
(SHRUBS & GCS)  
283,330 SF (27%)

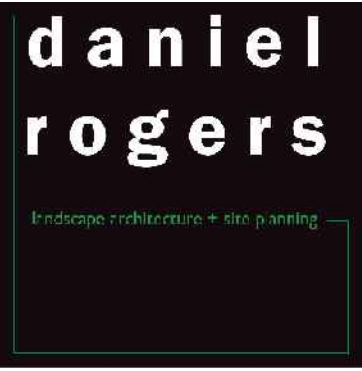
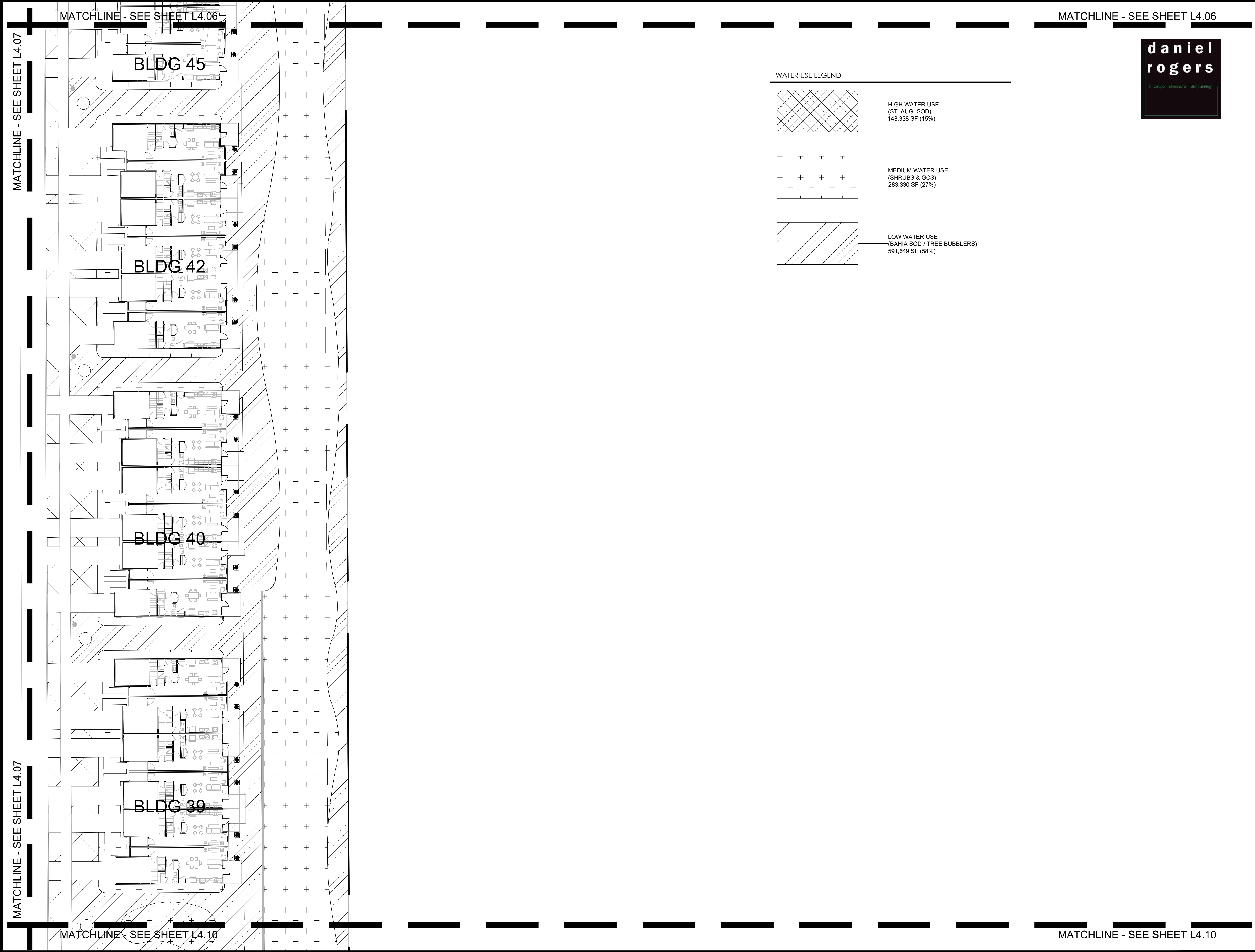


LOW WATER USE  
(SAHIA SOD / TREE BUBBLERS)  
591,649 SF (58%)

MATCHLINE - SEE SHEET L4.09

MATCHLINE - SEE SHEET L4.09





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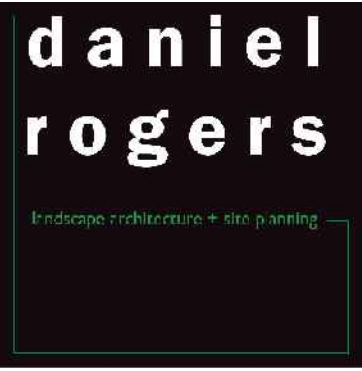
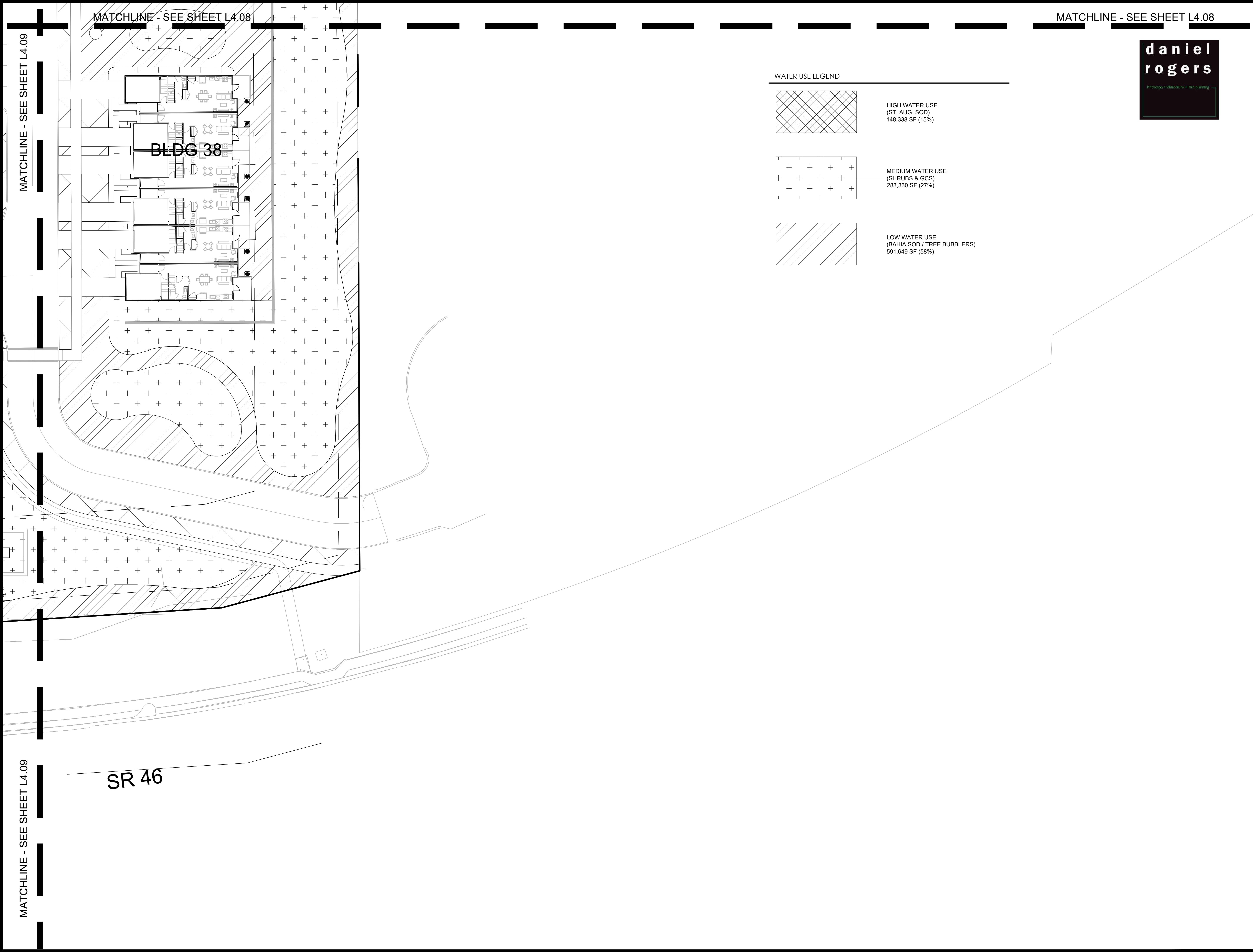
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PROJECT NO.: DRLA-2022.013

SHEET NAME:  
IRRIGATION  
WATER USE DIAGRAM

SHEET NUMBER:  
**L4.08**





| WATER USE LEGEND |                                                                  |
|------------------|------------------------------------------------------------------|
|                  | HIGH WATER USE<br>(ST. AUG. SOD)<br>148,338 SF (15%)             |
|                  | MEDIUM WATER USE<br>(SHRUBS & GCS)<br>283,330 SF (27%)           |
|                  | LOW WATER USE<br>(BAHIA SOD / TREE BUBBLERS)<br>591,649 SF (58%) |

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PROJECT NO.: DRLA-2022.013

SHEET NAME:  
IRRIGATION  
WATER USE DIAGRAM

SHEET NUMBER:  
L4.10







## **Exhibit B**

### Final Plan Conditions

The Following Items Shall Be Addressed and incorporated into The Final Construction Plan prior to submittal of the Site Development Permit:

#### **CITY UTILITIES /PUBLIC WORKS:**

1. Provide complete structural details for proposed modifications to the triple pipe culvert that crosses Natoma Boulevard in front of the development.
2. The proposed monument structure on the US 441 entrance was relocated on top of the existing utility lines. the previous comment requested monument signs be relocated away from all buried utilities to a place outside of the utility easements such that it does not need to be removed someday to repair a utility line.
3. No odor control call out could be found on sheet c8.0. Provide odor control on the vent stack of the lift station.

#### **CPH, INC – CITY’S ENGINEERING CONSULTANT**

1. Provide plan and profiles showing all proposed utilities along the internal roadways. Callout conflicts and vertical separation between utilities. *Engineer’s response: “Plan and Profile will be submitted with the next set. Conflict call outs are on Sheet C5.0-C5.6.”* Additional crossings are on the plans that were not noted. Please see New Comments for additional crossing locations.
2. Plan sheet C5.3 shows a 4-inch sewer lateral from the Club House to the main trunk line. Are you sure you want to use a 4-inch lateral, even though the City detail allows this? It is recommended that the clubhouse sewer lateral be upside to 6-inch as a non-residential connection.
3. Provide a better radius for turning off of Natoma Boulevard so that the fire truck does not need to draft into the exiting travel lane for access to the site. *Engineer’s response: “See Sheet C3.11.”* Fire Department to confirm the entering and exiting travel path are acceptable
4. The Paving, Grading, and Drainage Plan is proposing Type C inlets for all storm structures. Will a Type C inlet be large enough to handle the flow from the proposed drainage areas? Recommend adding additional inlets. *Engineer’s response: “Secondary calculations and capacity to be submitted in the next round.”* Pipe flow calcs were not provided.
5. Callout highpoints along the internal roadways (Typical all grading sheets). *Engineer’s response: Roadway grading provided on plan and profile sheets.*
6. On the east side of building 1, the 104 contour is above the finished floor of the building (finished floor 103.85). This is incorrect. The contours around the building must be at least 6 inches below finished floor. Check all buildings. Drainage appears to be moving east-west direction. Grading must show swale between buildings.
7. Contour lines are shown running through multiple buildings. Please revisit grading on all sheets. Contour lines cannot cross finished floor pads. Also, contour lines are showing through clubhouse and pool. This is incorrect also. Please revise. As an example, please see building 9.
8. The MES (structure D-01) is shown to discharge into Pond A. The storm struct table calls out a headwall with a top elevation of 91.71 and invert at 87.75. Invert should be 85.00. Please revise. D-01 is now called out as MES-3. There is a difference of 2.75 feet on elevation. Please refer to next comment for the energy dissipator note.

9. Provide energy dissipaters at all MES structures and add detail to plans. *Engineer's response: "The MES location was revised."* Detail on sheet C6.5 is not applicable for storm pipes discharging into storm ponds. Please add additional MES detail. Energy dissipaters and the MES detail were not provided for the mitered end sections. Please do not confuse the drainage flumes for the MES energy dissipaters.
10. There is over 3 FT difference in elevation between buildings 33 and 35 creating a 4:1 slope between the buildings. How will runoff be directed so that it does not sheet flow into the downhill building? *Engineer's response: "Low point swales were placed in between buildings as needed"*. Grading still not revised.
11. Show seasonal high ground water table for each cross-section. *Engineer's response: "Grading to be revised."*
12. Is the EOR certain that the entire 8-inch gravity sewer is of sufficient size to handle all the flow from developments 266 units within an 8-inch diameter pipe and not surcharge the system during peak hour flows? This comment applies to all the utility sheets. *Engineer's response: "Sewer Capacity Calculations to be submitted at next submittal."*
13. Are two gate valves necessary for each fire hydrant? The main in-line valve is redundant and should be a tee with a valve to the "left" of the tee. Typically, main line valves are located at tees or in sections of pipe longer than 1000 LF. This comment applies to all utility sheets. *Engineer's response: "To be reviewed."*
14. Manholes #8 and #10 need to be drop structures. All manholes with 2-foot plus or minus difference in elevation through them need to be drop structures – this applies to all the utility sheets. *Engineer's response: "To be reviewed."* Repeat comment – label the manholes as drop manholes and to be lined. Where was the note about lining the manholes placed in the plan set?
15. If there is to be an ARV at the end of the water main on the dead- end street, why is a blow off also necessary? *Engineer's response: "Will be reviewed with plans and profile."* Repeat comment – the ARV will expel any air that collects at this high point.
16. What about wastewater generated at the office/building and pool area? *Engineer's response: "To be coordinated."* Repeat comment – not included in the revised LS Report.
17. PDF Page 9 – Proposed Basin Summary Table: Post Basin Time of Concentration (Tc). Calculations to support the Tc value are not shown. Please include on report. *Engineer's response: "Section 3.2.3 explains why a Tc value of 10 min was used"*. Section 3.2.3 states "The time of concentration ('Tc') for the post-development drainage was determined to be a minimum of 10 minutes. Please refer to the Post-Development Drainage Map in Appendix A". Appendix A does not show the required calculations previously asked.
18. PDF Page 30 – This is the Pre-Development Basin ICPR input section. However, the header on each page states "Post Report" instead of "Pre Report". Please revise. PDF pages between 23-53 remain with the wrong header.
19. PDF Page 46: Elevations from "Total Required Treatment Volume" & "Provided Treatment Volume" should be incorporated into the table. The Provided Treatment Volume is using the full volume in the pond. Recommend showing the specific line for the TV elevation in the stage/storage table for clarity. The Provided Treatment Volume is now shown on table but not the Total Required Treatment Volume. Please add.
20. C4.1 – The proposed sidewalk coming off on Namora Blvd and the centerlines of the storm pond appears to be in conflict. Sidewalk needs to meet ADA requirements. Is it intended the sidewalk to go up and down following the contour lines? Is this correct?



21. C4.3 – The wall on the north side of the road is called out as 123.00. The sidewalk has a contour line of 125. The wall appears to be 2' feet lower than the sidewalk. There will be a fence or hand rail requirement along the top of the wall. Is there a wall detail that has the label about handrails on walls higher than 30-inches? We realize that the wall will be a separate permit with its own design, but these plans can show the wall and handrail.
22. C5.3 – Repeat Comment - Some utility conflicts are not called out on plans:
  - a) West of S-11, there is a crossing between 8" PVC WM and 8" PVC SS.
  - b) Southwest of S-11, there is a crossing between 36" RCP storm pipe and 8" PVC WM.Profile has been provided, please show distance.
23. C5.4 – Repeat Comment - Utility conflict not called out on plans: East of S-6, between 8" PVC SS and 8" PVC WM. Profile has been provided, please show distance.
24. C8.0 – Per lift station detail sheet, pipe connecting is ductile iron. Per utility plan sheet C5.1, pipe connecting is PVC. Indicate where the transition from DI to PVC takes place. Repeat comment – the influent pipe on sheet C8.0 still shows as "Min 18 LF. D.I." – please correct.
25. General Comment – Label distance between crossings on the profile view. For example, sheet C5.3 and C5.4.
26. Sheet C5.1 - If the owner/developer and/or HOA want the force main on their property to be DIP (lined) that is their choice, but the force main from the plug valve to the connection to the existing system shall be PVC. It is recommended to change back to PVC as it appeared on the second submittal.
27. Sheet C5.1 – the gravity sewer between manholes S-2 and S-1 is not labeled in the profile view.
28. Sheet C5.4 – Building 10 should be Building 12 per overall site plan and utility plan. Please revise.
29. In the Lift Station Report there is a table for fire flows. These fire flows do not correspond to values shown on C5.0.
30. Provide an odor control system for the lift station per the City's comment.
31. The Hydraulic Report does not include the office/building and pool facility in the calculations.
32. Hydraulic Report references a flow performed on an existing fire hydrant, please provide the location of that fire hydrant and show/label it on sheet C5.0
33. Hydraulic Report references a 16-inch water main on Natoma Blvd and the plans show an 8-inch WM.
34. The Hydraulic Report on page 4 of 68, references getting 3,000 gpm out of a single fire hydrant – I do not believe this can happen.
35. CPH offers the following regarding the environmental review of the project:
  - a. Gopher tortoise surveys are valid for 90 days pursuant to Florida Fish and Wildlife Conservation Commission (FFWCC) regulations. The pedestrian survey conducted July 1, 2021 has expired. An updated tortoise survey should be conducted at least 90 days prior to permit application submittal and/or the start of construction pursuant to FFWCC requirements. A copy of the FFWCC permit authorizing the relocation of the tortoises as well as an FFWCC approved After Action Report should be provided to the City prior to the start of construction to show compliance with City Comprehensive Plan, Conservation Element, Objective 5.
  - b. The project is located within the USFWS Florida Scrub Jay Consultation Area, USFWS Sand Skink and Blue-tailed Mole Skink Consultation Area and the USFWS Everglades

Snail Kite Consultation Area. Atlantic Ecological Services, LLC (AES) recommended a formal survey for the Sand Skink and Blue-tailed Mole Skink due to the suitable habitat, soils and elevation. During the first review CPH recommended the project demonstrate compliance with the City Comprehensive Plan, Conservation Element, Objective 5, by the applicant conducting an informal consultation with the USFWS for the Scrub Jay, Skink and Snail Kite to confirm if surveys are required, approve protocol for those surveys or obtain written confirmation that no further action is required to address a particular species.

- c. The applicant provided the “Sand Skink and Blue-Tailed Mole Skink Survey Report” prepared by AES, dated May 2022 which states coordination was conducted with USFWS and no skinks were observed during the 2022 survey. Upon the second review, CPH recommended the City request the applicant provide documentation from the USFWS approving the “Sand Skink and Blue-Tailed Mole Skink Survey Report” to comply with City Comprehensive Plan, Conservation Element, Objective 5.
- d. The applicant has provided documentation from the USFWS dated June 14, 2022, approving the “Sand Skink and Blue-Tailed Mole Skink Survey Report” and concluding that the site is currently not occupied by sand skinks.
- e. During the first review, CPH recommended the City request USFWS confirmation from the applicant that Scrub Jay and Snail Kite surveys are not required due to lack of suitable habitat to comply with the City Comprehensive Plan, Conservation Element, Objective 5.
- f. The “Environmental Assessment” report prepared by AES has been updated to include analyses of the Scrub Jay and Snail Kite, concluding that the project is not likely to adversely affect these species, but does not indicate that the USFWS was consulted to confirm that surveys for these species would not be required due to lack of suitable habitat.
- g. CPH recommends the City request USFWS confirmation from the applicant that Scrub Jay and Snail Kite surveys are not required due to lack of suitable habitat to comply with the City Comprehensive Plan, Conservation Element, Objective 5.
- h. The Applicant upon receipt of this determination shall provide the City with documentation received from the USFWS. This documentation will ensure project compliance with the Mount Dora Comprehensive Plan, Conservation Element, Objective 5.
- i. The “Environmental Assessment” prepared by Jody Sisk at Atlantic Ecological Services, LLC., dated July 2021 has been updated and CPH’s previous comments were as follows:
  - i. “Environmental Assessment” report dated July 2021 stated the Core Foraging Area (CFA) for Wood Storks in central Florida is a 13-mile radius; the correct foraging buffer radius is 15 miles pursuant to “*WOST Colonies update 2020 USFWS Jacksonville, FL.*”
  - ii. “Environmental Assessment” report dated February 2023 has been updated to include the correct foraging buffer radius of 15 miles.
  - iii. The “Environmental Assessment” report dated July 2021 cited the FFWCC Eagle Nest Locator database for current bald eagle information; the FFWCC no longer updates this database and the Audubon Society’s Bald Eagle Nest Locator should be used instead. Audubon has reported the LA176a alternative nest as inactive for the 2021 nesting season and LA176 was reported as active for the 2021 nesting season (Figure 2).
  - iv. The “Environmental Assessment” report dated February 2023 has been updated and utilizes the Audubon Society’s Bald Eagle Nest locator.
  - v. The wood stork and the bald eagle appear to have a low probability of being adversely affected by the proposed project.

j. CPH recommends the following:

- The Applicant should provide a FFWCC Tortoise Relocation Permit and FFWCC “After Action Report” to the City to comply with FFWCC regulations and the City Comprehensive Plan Conservation Element, Objective 5.
- CPH recommends the Applicant should conduct informal consultations with the USFWS regarding the Snail Kite and Scrub Jay to determine if formal surveys are required for these to confirm species’ presence or absence to comply with the City Comprehensive Plan, Conservation Element, Objective 5. Based on the documentation of existing conditions in reports submitted to the City, there is a low probability that these species will be adversely affected by the proposed project.





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

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**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Adoption of **Resolution No. 2023-18**, Revised Master Fee Schedule

---

**Introduction:**

This is a request for City Council to approve Resolution No. 2023-18, Revised Master Fee Schedule.

**Discussion:**

Resolution No. 2023-18 includes Exhibit "A" which lists the existing fees and all updates. City fees are actual pass-through costs for various City services, programs, development applications, permits, library services, etc.

The City uses a Master Fee Schedule to establish fees for a variety of services. The current Master Fee Schedule was last adopted by Resolution 2022-73 on December 5, 2022. As such, the Master Fee Schedule now requires updating to ensure all fees accurately capture the cost to provide any specific service provided.

Updates to Resolution No. 2023-18 include:

- Add Surcharge Protection fees as approved via Resolution No. 2023-14 at the March 31, 2023 meeting
- Verbiage to include the City of Mount Dora and Departments exemption from any applicable fees as allowed by Florida law
- Delete duplicated verbiage from the Plans review.

**Budget Impact:**

This fee schedule will set the rates by which certain City revenues are generated to cover the operational costs required to provide those services and/or programs.

**Strategic Impact:**

This action memorializes all of the various ordinances and resolutions establishing and/or amending the various fees. Service and program fees are consistent with the fiscal strategic goals of the City.

**Recommendation:**

City Council approve Resolution No. 2023-18, Revised Master Fee Schedule.

**Attachment(s):**

1. Resolution 2023-18 Revised Master Fee Schedule.SGS
2. Reso 2023-18 Exhibit A Master Fee Schedule

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

Approved - 4/3/2023  
Approved - 4/11/2023  
Approved - 4/11/2023  
Final Approval - 4/12/2023

## **RESOLUTION NO. 2023-18**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER FEE SCHEDULE FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR FEE RESOLUTION; PROVIDING FOR APPROVAL OF MASTER FEE SCHEDULE; PROVIDING 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**, City's budget and financial policies require that to the extent possible and reasonable, City services should be supported by fees and charges in order to provide maximum flexibility in the use of general City taxes to provide for a broader public benefit; and

**WHEREAS**, the City of Mount Dora has enacted various codes and ordinances which provide for the creation and maintenance of a multitude of City programs and/or services, the nature of which require funding, at least in part, by user fees; and

**WHEREAS**, the City processes various land development, building and inspection permits, licenses, site plans, maps and administrative changes, the nature of which require funding, at least in part, by user fees; and

**WHEREAS**, the provisions of controlling Florida law provide authorization for a municipality to levy reasonable fees and charges commensurate with the cost of the activities, functions and programs which are funded by the City; and

**WHEREAS**, the City adopted its current Master Fee Schedule on December 5, 2022, under Resolution No.: 2022-73; and

**WHEREAS**, it is fiscally prudent and appropriate for the City, from time-to-time, to establish the reasonable fees and charges for administering the various programs and services provided by the City; and

**WHEREAS**, the City has determined that all of the fees set forth hereafter are equitable and necessary for the program, service of function supported by the same; and

**WHEREAS**, the City finds that all conditions precedent and notices required by Florida law, which are necessary to accomplish the actions taken herein have been appropriately implemented.

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



**SECTION 1. Legislative Findings and Intent.** The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

**SECTION 2. Repeal of Prior Fee Schedule Resolution.** City of Mount Dora Resolution No.: 2022-73 is hereby repealed in its entirety.

**SECTION 3. Adoption of Master Fee Schedule.**

A. The schedule of all City collected fees attached hereto as **Exhibit “A”** is hereby approved and adopted for implementation (“Fee Schedule”).

B. The City of Mount Dora and the Departments thereof shall be exempt from the payment of any applicable fees established by the Fee Schedule adopted hereunder, excluding building permit fees, impact fees and/or any other applicable fees as required by Florida law. This provision shall be applied retroactively to December 5, 2022, as the exemption was inadvertently left out of Resolution No.: 2022-73; however, has at all times remained the intent to the City.

**SECTION 4. Implementation of Administrative Actions.** The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 5. Savings Clause.** All prior actions of the City of Mount Dora pertaining to the adoption of the Fee Schedules for fees collected by the City, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 6. 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 7. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 8. 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 9. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 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”**  
Master Fee Schedule



**Exhibit "A"**  
**CITY OF MOUNT DORA CITY FEE SCHEDULE**  
**Utility Rates**

| <b>Miscellaneous</b>                                                                                                                                                                                                                                                                                                                                               |  | <b>CURRENT</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------|
| Account Setup Fee - Residential & Non-Residential Accounts                                                                                                                                                                                                                                                                                                         |  | \$ 30.00       |
| Hydrant & Temporary Meter Account Setup Fee (Water)                                                                                                                                                                                                                                                                                                                |  | \$ 75.00       |
| Credit for signing up for Auto Draft & Ebill - New & Existing Accounts                                                                                                                                                                                                                                                                                             |  | \$ (25.00)     |
| Late fee Penalty (3 Days past due)                                                                                                                                                                                                                                                                                                                                 |  |                |
| The 3% late fee will be added to accounts on the day after the due date plus 3 days from the invoice.                                                                                                                                                                                                                                                              |  |                |
| Staff may waive late fee penalty charge once in a twelve month period if requested by the customer.                                                                                                                                                                                                                                                                |  | 3%             |
| Reconnection Charge (Business Hours) added to account when payment is not received by 5:00pm thr day before the cutoff date.                                                                                                                                                                                                                                       |  | \$45.00        |
| Reconnection Charge (After Hours till 9 p.m.)                                                                                                                                                                                                                                                                                                                      |  | \$100.00       |
| Reconnection Charge (After Hours between 9 p.m. & 6 a.m.)                                                                                                                                                                                                                                                                                                          |  | \$250.00       |
| Lock and Pull Meters                                                                                                                                                                                                                                                                                                                                               |  | \$30.00        |
| Accounts that are not paid 5 to 7 business days after it has been turned off for non-payment, the City will either lock or pull those meters and an additional \$30.00 service fee will be charged to the account. All past due fees and service fees will need to be paid in full before service is restored. This fee is non-waivable and applies to each meter. |  |                |
| Water Meter Tampering (Unauthorized access to meters or systems) + cost                                                                                                                                                                                                                                                                                            |  |                |
| 1st Offense                                                                                                                                                                                                                                                                                                                                                        |  | \$ 75.00       |
| 2nd Offense                                                                                                                                                                                                                                                                                                                                                        |  | \$ 150.00      |
| 3rd and subsequent tampering                                                                                                                                                                                                                                                                                                                                       |  | \$ 250.00      |
| Electric Meter Tampering (Unauthorized access to meters or systems) + cost                                                                                                                                                                                                                                                                                         |  | \$ 250.00      |
| Lien File Fees                                                                                                                                                                                                                                                                                                                                                     |  | \$ 20.00       |
| Lien Research Fee - Standard three (3) business days                                                                                                                                                                                                                                                                                                               |  | \$ 30.00       |
| Lien Research Fee - Expedited one (1) business day                                                                                                                                                                                                                                                                                                                 |  | \$ 50.00       |
| Meter test charge if equipment determined not defective                                                                                                                                                                                                                                                                                                            |  | \$ 55.00       |
| Regular Backflow Monitor and Test                                                                                                                                                                                                                                                                                                                                  |  | \$ 4.17        |
| Fire Backflow Monitor and Test                                                                                                                                                                                                                                                                                                                                     |  | \$ 9.17        |
| Manual Read - monthly required charge for all temporary Hydrant meters                                                                                                                                                                                                                                                                                             |  | \$ 5.00        |
| Disconnection Charge - if required by Ordinance not related to a delinquent account                                                                                                                                                                                                                                                                                |  | \$ 30.00       |
| Garage Sale Permits                                                                                                                                                                                                                                                                                                                                                |  | \$ 5.00        |
| Garage Sale Permits - Online                                                                                                                                                                                                                                                                                                                                       |  | Free           |
| Storage Fee - related to any item abandoned, found and/or located on City right-of-way or easement and stored                                                                                                                                                                                                                                                      |  | \$ 10.00       |
| by the City (doesn't not include forfeiture / impoundment fees) per day                                                                                                                                                                                                                                                                                            |  |                |
| Digital Meter Opt-Out - non-refundable enrollment fee                                                                                                                                                                                                                                                                                                              |  | \$ 95.00       |
| Digital Meter Opt-Out - monthly manual meter reading fee                                                                                                                                                                                                                                                                                                           |  | \$ 13.00       |
| The Digital Meter Opt-Out was supported by the Public Service Commission under Docket No. 20180088-El                                                                                                                                                                                                                                                              |  |                |
| <b>Deposits</b>                                                                                                                                                                                                                                                                                                                                                    |  |                |
| 1. RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER: IF CREDIT IS ACCEPTABLE - NO DEPOSIT REQUIRED                                                                                                                                                                                                                          |  |                |
| 2. MULTI FAMILY & NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE ESTIMATED AVERAGE MONTHLY BILL                                                                                                                                                                                                                                        |  |                |
| ROUNDED UP TO THE NEAREST FIFTY DOLLAR INCREMENT FOR ALL REQUIRED UTILITIES.                                                                                                                                                                                                                                                                                       |  |                |
| 3. ALL DEPOSITS ARE HELD IN A NON INTEREST BEARING ACCOUNT - THEREFORE NO INTEREST PAID ON ANY DEPOSITS HELD                                                                                                                                                                                                                                                       |  |                |
| 4. RESIDENTIAL DEPOSITS MAY BE REFUNDED IF NO DELINQUENCY WITHIN A 24 MONTH PERIOD                                                                                                                                                                                                                                                                                 |  |                |
| 5. IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE RETURNED CHECKS WITHIN                                                                                                                                                                                                                               |  |                |
| A 12 MONTH PERIOD, OR INSUFFICIENT UTILITY CREDIT SCORE, THE CITY WILL REQUIRE A DEPOSIT(S) AS OUTLINED BELOW.                                                                                                                                                                                                                                                     |  |                |

# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Utility Rates

| Water                    | CURRENT     |
|--------------------------|-------------|
| Residential              | \$ 40.00    |
| Temporary Hydrant Meter  | \$ 1,500.00 |
| Wastewater               |             |
| Residential              | \$ 75.00    |
| Irrigation               |             |
| Residential              | \$ 60.00    |
| Reclaimed Water          |             |
| Residential              | \$ 60.00    |
| Sanitation               |             |
| Residential              | \$ 25.00    |
| Electric                 |             |
| Residential              | \$ 240.00   |
| Temporary Electric Meter | \$ 250.00   |

### UTILITY PAYMENT PLANS

At the discretion of the City a payment plan may be established for accounts that are currently disconnected or have a past due balance greater than three hundred dollars (\$300.00). The monthly payment plan shall be for a period equal to the number of months in arrears but at no time longer than six months and will be in addition to the normal monthly utility bill. There will be no waiver/reduction of the accrued late fees and delinquency charges and an additional administration fee of \$30.00 will be charged for setting up and administering the payment plan. Upon establishment of the payment plan, agreement by the customer and receipt of the first payment then service can be restored. If a customer fails to complete the payment plan in full, the City shall be entitled to take all legal action permissible, including but not limited to, delivering the underlying utility lien to the county court for enforcement and/or forwarding this matter to a collection agency to secure payment.

No more than one payment plan per rolling 12 month period.

| WATER METERS INSTALLATION | CURRENT    |
|---------------------------|------------|
| ¾ inch                    | \$ 414.40  |
| 1 inch                    | \$ 466.20  |
| 1 ½ inch                  | \$ 802.90  |
| 2 inch                    | \$ 906.50  |
| 4 inch                    | Cost + 10% |
| 6 inch                    | Cost + 10% |
| Upgrades                  | Cost + 10% |

### UTILITY RATES - ALL RATE CLASSES - INSIDE CITY

| Water                                             | CURRENT       |
|---------------------------------------------------|---------------|
| Availability Per Unit (not metered) - monthly     | \$ 11.77      |
| Availability Per Unit (metered) - monthly         | \$ 8.23       |
| 0 to 8,977 ( per 1,000 gallon) of Consumption     | \$ 2.05       |
| 8,977 - 17,953 (per 1,000 gallon) of Consumption  | \$ 4.11       |
| 17,953 - 26,930 (per 1,000 gallon) of Consumption | \$ 6.16       |
| 26,930 and up (per 1,000 gallon) of Consumption   | \$ 8.21       |
| Sewer                                             | CURRENT       |
| Availability Per Unit (not metered) - monthly     | \$ 31.83      |
| Availability Per Unit (metered) - monthly         | \$ 22.29      |
| All Consumption per 1,000 gallon                  | \$ 6.51       |
| - Residential Caps at 8,977 if no other meter     |               |
| - Commercial has no caps on consumption           |               |
| Irrigation                                        | CURRENT       |
| Availability Per Unit (not metered) - monthly     | \$ 11.77      |
| 0 to 17,953 (per 1,000 gallon) of Consumption     | \$ 4.11       |
| 17,953 - 26,930 (per 1,000 gallon) of Consumption | \$ 6.16       |
| 26,930 and Up (per 1,000 gallon) of Consumption   | \$ 8.21       |
| Reclaimed Water                                   | CURRENT       |
| Availability Per Unit (not metered) - monthly     | \$ 11.77      |
| 0 to 17,953 (per gallon) of Consumption           | \$ 0.00060440 |
| 17,953 - 26,930 (per gallon) of Consumption       | \$ 0.00090090 |
| 26,930 and Up (per gallon) of Consumption         | \$ 0.00119740 |

# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Utility Rates

| Stormwater                                        |    | CURRENT    |
|---------------------------------------------------|----|------------|
| Stormwater fee - monthly                          | \$ | 15.50      |
| UTILITY RATES - ALL RATE CLASSES - OUTSIDE CITY   |    |            |
| Water                                             |    | CURRENT    |
| Availability Per Unit (not metered) - monthly     | \$ | 14.71      |
| Availability Per Unit (metered) - monthly         | \$ | 10.29      |
| 0 to 8,977 (per 1,000 gallon) of Consumption      | \$ | 2.57       |
| 8,977 - 17,953 (per 1,000 gallon) of Consumption  | \$ | 5.13       |
| 17,953 - 26,930 (per 1,000 gallon) of Consumption | \$ | 7.70       |
| 26,930 and up (per 1,000 gallon) of Consumption   | \$ | 10.26      |
| Sewer                                             |    | CURRENT    |
| Availability Per Unit (not metered) - monthly     | \$ | 39.78      |
| Availability Per Unit (metered) - monthly         | \$ | 27.87      |
| All Consumption per 1,000 gallon                  | \$ | 8.13       |
| - Residential Caps at 8,977 if no other meter     |    |            |
| - Commercial has no caps on consumption           |    |            |
| Irrigation                                        |    | CURRENT    |
| Availability Per Unit (not metered) - monthly     | \$ | 14.71      |
| 0 to 17,953 (per 1,000 gallon) of Consumption     | \$ | 5.13       |
| 17,953 - 26,930 (per 1,000 gallon) of Consumption | \$ | 7.70       |
| 26,930 and Up (per 1,000 gallon) of Consumption   | \$ | 10.26      |
| Reclaimed Water                                   |    | CURRENT    |
| Availability Per Unit (not metered) - monthly     | \$ | 14.71      |
| 0 to 17,953 (per gallon) of Consumption           | \$ | 0.00075550 |
| 17,953 - 26,930 (per gallon) of Consumption       | \$ | 0.00112612 |
| 26,930 and Up (per gallon) of Consumption         | \$ | 0.00149674 |



# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Sanitation Utility

| SANITATION RATES             |                  |         |
|------------------------------|------------------|---------|
| SERVICE                      | DESCRIPTION      | CURRENT |
| <b>RESIDENTIAL FEES</b>      |                  |         |
| Sanitation - Recycling       | SA-CANS RS/GN/MF | 22.11   |
| <b>COMMERCIAL FEES</b>       |                  |         |
| 1 Toter x1/wk(Cans)          | SA-TOTER 1X1     | 27.87   |
| 1 Toter x2/wk                | SA-TOTER 1X2     | 56.59   |
| 1 Toter x3/wk                | SA-TOTER 1X3     | 85.31   |
| 2 Toter x1/wk                | SA-TOTER 2X1     | 56.31   |
| 2 Toter x2/wk                | SA-TOTER 2X2     | 113.76  |
| 2 Toter x5/wk                | SA-TOTER 2X5     | 286.08  |
| 3 Toter x1/wk                | SA-TOTER 3X1     | 84.74   |
| 3 Toter x2/wk                | SA-TOTER 3X2     | 170.90  |
| 4 Toter x1/wk                | SA-TOTER 4X1     | 112.86  |
| 4 Toter x2/wk                | SA-TOTER 4X2     | 0.00    |
| 7 Toter x1/wk                | SA-TOTER 7X1     | 198.13  |
| Shared dumpster 8 yard x1/wk | SA-SH2           | 64.73   |
| Shared dumpster              | SA-RTSU          | 107.30  |
| Shared dumpster 4 yard x2/wk | SA-SH3           | 108.81  |
| Shared dumpster 8 yard x2/wk | SA-SH1           | 128.36  |
| Shared dumpster              | SA-REST          | 310.05  |
| Dumpster 2 yard x1/wk        | SA- D 2X1        | 110.50  |
| Dumpster 2 yard x2/wk        | SA- D 2X2        | 216.77  |
| Dumpster 2 yard x3/wk        | SA- D 2X3        | 319.86  |
| Dumpster 2 yard x4/wk        | SA- D 2X4        | 400.63  |
| Dumpster 2 yard x5/wk        | SA- D 2X5        | 360.61  |
| Dumpster 2 yard x6/wk        | SA- D 2X6        | 571.84  |
| Dumpster 3 yard x1/wk        | SA- D 3X1        | 165.16  |
| Dumpster 3 yard x2/wk        | SA - D 3X2       | 329.42  |
| Dumpster 3 yard x3/wk        | SA - D 3X3       | 493.63  |
| Dumpster 3 yard x4/wk        | SA - D 3X4       | 657.80  |
| Dumpster 3 yard x5/wk        | SA - D 3X5       | 821.62  |
| Dumpster 3 yard x6/wk        | SA - D 3X6       | 986.26  |

# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Sanitation Utility

| SANITATION RATES            |               |         |
|-----------------------------|---------------|---------|
| Dumpster 4 yard x1/wk       | SA - D 4X1    | 213.52  |
| Dumpster 4 yard x2/wk       | SA - D 4X2    | 419.79  |
| Dumpster 4 yard x3/wk       | SA - D 4X3    | 619.62  |
| Dumpster 4 yard x4/wk       | SA - D 4X4    | 800.38  |
| Dumpster 4 yard x5/wk       | SA - D 4X5    | 968.42  |
| Dumpster 4 yard x6/wk       | SA - D 4X6    | 1123.65 |
| DW- shared residential      | SA- SHARED RS | 25.74   |
| DW- shared commercial       | SA- SHARED GN | 27.79   |
| DW- restaurant A (1-49)     | SA-RST1       | 77.13   |
| DW- restaurant B (50-99)    | SA-RST2       | 153.16  |
| DW- restaurant C (over 100) | SA-RST3       | 305.28  |
| Dumpster 6 yard x1/wk       | SA - D 6X1    | 310.28  |
| Dumpster 6 yard x2/wk       | SA - D 6X2    | 610.02  |
| Dumpster 6 yard x3/wk       | SA - D 6X3    | 900.31  |
| Dumpster 6 yard x4/wk       | SA - D 6X4    | 1180.94 |
| Dumpster 6 yard x5/wk       | SA - D 6X5    | 1428.17 |
| Dumpster 6 yard x6/wk       | SA - D 6X6    | 1656.26 |
| Dumpster 8 yard x1/wk       | SA - D 8X1    | 407.01  |
| Dumpster 8 yard x2/wk       | SA - D 8X2    | 813.07  |
| Dumpster 8 yard x3/wk       | SA - D 8X3    | 1200.03 |
| Dumpster 8 yard x4/wk       | SA - D 8X4    | 1574.25 |
| Dumpster 8 yard x5/wk       | SA - D 8X5    | 1935.56 |
| Dumpster 8 yard x6/wk       | SA - D 8X6    | 2279.42 |
| Dumpster 10 yard x1/wk      | SA - D 10X1   | 507.72  |
| Dumpster 10 yard x2/wk      | SA - D 10X2   | 1014.49 |
| Dumpster 10 yard x3/wk      | SA - D 10X3   | 1521.34 |
| Dumpster 10 yard x4/wk      | SA - D 10X4   | 2028.07 |
| Dumpster 10 yard x5/wk      | SA - D 10X5   | 2534.91 |
| Dumpster 10 yard x6/wk      | SA - D 10X6   | 3041.65 |
| Dumpster lock               | SA-LOCK       | 0.00    |
| Extra 2 yard pickup         | SA-XTRA2PU    | 43.31   |
| Extra 3 yard pickup         | SA-XTRA3PU    | 57.17   |
| Extra 4 yard pickup         | SA-XTRA4PU    | 76.20   |
| Extra 6 yard pickup         | SA-XTRA6PU    | 114.27  |
| Extra 8 yard pickup         | SA-XTRA8PU    | 152.42  |
| Extra 10 yard pickup        | SA-XTRA10PU   | 190.49  |

# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Sanitation Utility

| SANITATION RATES                                                                           |                        |         |
|--------------------------------------------------------------------------------------------|------------------------|---------|
| 1 Cart x2/wk                                                                               | SA-CART1X2             | 33.31   |
| 2 Carts x2/wk                                                                              | SA-CART2X2             | 66.65   |
| 4 Carts x2/wk                                                                              | SA-CART4X2             | 180.84  |
|                                                                                            |                        |         |
| Compactor 3 yard x4/wk                                                                     | SA-CO 3X4              | 914.37  |
| Compactor 4 yard x4/wk                                                                     | SA-CO 4X4              | 1251.03 |
|                                                                                            |                        |         |
| Front Load Compaction Equipment                                                            |                        |         |
| 4 cubic yard Vertipak or Similar                                                           | SA-Vertipak - 4        | 72.18   |
| 6 cubic yard Vertipak or Similar                                                           | SA-Vertipak - 6        | 105.52  |
| 8 cubic yard Vertipak or Similar                                                           | SA-Vertipak - 8        | 138.69  |
|                                                                                            |                        |         |
| Roll offs are billed by Waste Management Directly*                                         |                        |         |
| Roll off/Compactor 10 yard                                                                 | SA-CO 10 - Load charge | 219.94  |
| Roll off/Compactor 20 yard                                                                 | SA-CO 20 - Load charge | 238.35  |
| Roll off/Compactor 30 yard                                                                 | SA-CO 30 - Load charge | 274.99  |
| Roll off/Compactor 40 yard                                                                 | SA-CO 40 - Load charge | 293.27  |
| *Roll off fees above do not include disposal cost nor the \$40/ton deduction from Covanta. |                        |         |
|                                                                                            |                        |         |
| Roll off/Compactor 10 yard                                                                 | Delivery Charge        | 101.15  |
| Roll off/Compactor 20 yard                                                                 | Delivery Charge        | 101.15  |
| Roll off/Compactor 30 yard                                                                 | Delivery Charge        | 117.31  |
| Roll off/Compactor 40 yard                                                                 | Delivery Charge        | 117.31  |
|                                                                                            |                        |         |
| Roll off/Compactor 10 yard                                                                 | Monthly Rental         | 101.15  |
| Roll off/Compactor 20 yard                                                                 | Monthly Rental         | 101.15  |
| Roll off/Compactor 30 yard                                                                 | Monthly Rental         | 117.31  |
| Roll off/Compactor 40 yard                                                                 | Monthly Rental         | 117.31  |



# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Electric Department

| ELECTRIC UTILITY RATES                             |                                     |
|----------------------------------------------------|-------------------------------------|
| Miscellaneous Rates                                | Current                             |
| Private Area Light                                 |                                     |
| Install light on existing Pole                     | \$ 202.00                           |
| Install light on new wood Pole                     | \$ 517.00                           |
| Permanent Single Phase                             | \$ 100.00                           |
| Permanent Three Phase up to 200 amperes            | \$ 400.00                           |
| Permanent Three Phase over 200 amperes             | \$ 550.00                           |
| Overhead Service Drops                             | actual cost + 10%                   |
| All Other Overhead Service Drops,                  | actual cost + 10%                   |
| Underground Service                                | actual cost + 10%                   |
| <b>Connection Charges</b>                          |                                     |
| Reconnection Charge if disconnected at pole + COST | \$ 175.00                           |
| Temporary - Electric Meter                         | \$ 100.00                           |
| Change over from one type of service to another    | Subtract new service connection fee |
| Surge Protection one-time Installtion              | \$ 40.00                            |
| Surge Protection monthly lease                     | \$ 7.50                             |
| Pole Attachment lease rate - cable                 | \$ 14.30                            |
| Pole Attachment lease rate - telecom               | \$ 20.58                            |
| Electric Residential                               | Current                             |
| Customer Charge (per kw hour)                      | \$ 11.02                            |
| Energy Charge (per kw hour)                        | \$ 0.049640                         |
| Power Cost (per kw hour)                           | \$ 0.112000                         |
| Gross Receipts Tax (percentage)                    | 2.563%                              |
|                                                    |                                     |
| General Service - Non Demand                       | Current                             |
| Single Phase (per month)                           | \$11.02                             |
| Three Phase (per month)                            | \$24.82                             |
| Energy Charge (per kw hour)                        | \$0.04964000                        |
| General Service - Demand                           | Current                             |
| Customer Charge (per month)                        | \$24.92                             |
| Demand Charge (per kw hour-mo)                     | \$6.05                              |
| Energy Charge (per kw hour)                        | \$0.006910                          |
| Public Street & Highway Lighting Service           | Current                             |
| 175 Watt Mercury Vapor                             | \$ 11.95                            |
| 100 Watt High Pressure Sodium                      | \$ 12.44                            |
| 150 Watt High Pressure Sodium                      | \$ 10.32                            |
| Antique Lights - Highland Phase 1 & 2              | \$ 12.44                            |
| Antique Lights - Community Development             | \$ 13.27                            |
| 400 Watt High Pressure Sodium - Palm Island        | \$ 20.18                            |
| 400 Watt High Pressure Sodium Cobra - Highway      | \$ 23.53                            |
| 400 Watt MH Shoebox - FBC/BBF                      | \$ 21.37                            |

## CITY OF MOUNT DORA CITY FEE SCHEDULE

### Electric Department

|                                                                    |    |                |
|--------------------------------------------------------------------|----|----------------|
| 26 Watt FL Acorn                                                   | \$ | 12.64          |
| 40 Watt FL Acorn                                                   | \$ | 12.64          |
| 40 Watt LED Acorn - Corncob                                        | \$ | 9.70           |
| 55 Watt LED Acorn - Retrofit                                       | \$ | 11.32          |
| 66 Watt LED Acorn - Sternberg                                      | \$ | 19.53          |
| 110 Watt LED Cobra - Street                                        | \$ | 11.39          |
| 80 Watt LED Cobra - Street                                         | \$ | 9.50           |
| <b>Private Area Lighting Service</b>                               |    | <b>Current</b> |
| 100 Watt High Pressure Sodium                                      | \$ | 12.12          |
| 57 Watt LED Dusk to Dawn                                           | \$ | 10.21          |
| <b>Power Cost</b>                                                  |    | <b>Current</b> |
| Power Cost Charge (per kwh)                                        | \$ | 0.1120000      |
| Note: Actual Cost charges are to include a 10% administrative fee. |    |                |

# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Building Fees

**\*\*\*City Impact Fees are subject to change with Council approval.**

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| Building Services/Permitting                                                                                                                                                                                                                    |                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| COMMERCIAL & MULTI FAMILY PERMIT FEES                                                                                                                                                                                                           | FEE SCHEDULE                                                                            |
| Commercial and Multi-Family New Construction, or Additons                                                                                                                                                                                       | \$150.00 base fee; plus \$8.00 per \$1,000.00 or fraction thereof construction value.   |
| Commercial and Multi-Family Alteration, In-ground Pools, or Spas                                                                                                                                                                                | \$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value. |
| Commercial and Multi-Family Sub-Contractors                                                                                                                                                                                                     | \$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value. |
| Commercial and Multi-Family Foundation Permit Fee ( <i>All Impact Fees shall be paid prior to issuance of foundation permit.</i> )                                                                                                              | \$150.00                                                                                |
| Commercial and Multi-Family stand-alone permits. Permit involving more than one trade shall be grouped as commercial alteration or addition                                                                                                     |                                                                                         |
| Commercial and Multi-Family stand-alone permits: Mechanical, roofing, electrical, gas plumbing and sign....                                                                                                                                     | \$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value. |
| Change in Use is considered a commercial alteration and the applicable fees shall apply.                                                                                                                                                        |                                                                                         |
| RESIDENTIAL (ONE & TWO FAMILY) PERMIT FEES                                                                                                                                                                                                      |                                                                                         |
| One-Two Family Dwellings new construction, or additions (fee includes first plan review, first listed inspections and sub contractor fees)                                                                                                      | ICC Value x sqft x 0.007                                                                |
| One-Two Family Dwellings Alterations or in ground pools                                                                                                                                                                                         | \$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value  |
| One-Two Family Dwellings Sub-Contractors                                                                                                                                                                                                        | \$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value  |
| One-Two Family Dwellings Foundation Permit Fee                                                                                                                                                                                                  | \$75.00 (includes sub-contractors listed)                                               |
| **Residential stand-alone permits. Permit involving more than one trade shall be grouped as a One-Two Family Dwellings alteration or addition                                                                                                   |                                                                                         |
| Plumbing, re-pipe, or upgrade (including water heater replacement)                                                                                                                                                                              | \$50.00                                                                                 |
| Electrical, new service, or upgrade                                                                                                                                                                                                             | \$50.00                                                                                 |
| AC and heating unit replacement or upgrade                                                                                                                                                                                                      | \$50.00                                                                                 |
| Fences                                                                                                                                                                                                                                          | \$50.00                                                                                 |
| Stucco                                                                                                                                                                                                                                          | \$50.00                                                                                 |
| Siding                                                                                                                                                                                                                                          | \$50.00                                                                                 |
| Soffit and fascia                                                                                                                                                                                                                               | \$50.00                                                                                 |
| Re-roofing                                                                                                                                                                                                                                      | \$50.00                                                                                 |
| One-Two Family Dwelling Flagpole over 20 feet in height                                                                                                                                                                                         | \$50.00                                                                                 |
| Spa                                                                                                                                                                                                                                             | \$75.00                                                                                 |
| Private above-ground pool                                                                                                                                                                                                                       | \$75.00                                                                                 |
| Windows and/or Doors                                                                                                                                                                                                                            | \$50.00                                                                                 |
| **NOTE: One-Two Family Dwelling Permits are also subject to the following: State of Florida Building Surcharge, Lien Law Fees, and Plan Review Fees                                                                                             |                                                                                         |
| DEMOLITION OR MOVING A STRUCTURE PERMIT                                                                                                                                                                                                         |                                                                                         |
| Permits for demolition of building or structures                                                                                                                                                                                                | \$75/per structure                                                                      |
| Moving a building or structure ( <i>Additional permits shall be required for the foundation and reconnecting services to the building or structure.</i> )                                                                                       | \$150/per structure                                                                     |
| WORK WITHOUT A PERMIT                                                                                                                                                                                                                           |                                                                                         |
| Issuance of permit after construction has commenced                                                                                                                                                                                             | \$150.00 or double amount or permit fee, whichever is greater                           |
| Release of Stop Work Order                                                                                                                                                                                                                      | \$250.00                                                                                |
| UNSAFE STRUCTURES                                                                                                                                                                                                                               |                                                                                         |
| Release of Unsafe designation                                                                                                                                                                                                                   | \$250.00                                                                                |
| RE-INSPECTION FEES                                                                                                                                                                                                                              |                                                                                         |
| Re-Inspection Fee                                                                                                                                                                                                                               | \$50.00                                                                                 |
| USE OF A PRIVATE PROVIDER                                                                                                                                                                                                                       |                                                                                         |
| Use of a Private Provider Inspection Service                                                                                                                                                                                                    | Reduction in Permit Fees by 25%                                                         |
| Use of a Private Provider for Plan Review services                                                                                                                                                                                              | Reduction in Permit Fees by 25%                                                         |
| Use of a Private Provider for Plan Review and Inspection services                                                                                                                                                                               | Reduction in Permit Fees by 50%                                                         |
| OTHER INSPECTIONS                                                                                                                                                                                                                               |                                                                                         |
| Inspections during other than normal business hours                                                                                                                                                                                             | \$55.00/hr with a three hour minimum                                                    |
| Inspections outside of enforcement of the Florida Building Code, including City Codes or Ordinances                                                                                                                                             | \$55.00/hr billable at 10 Minute intervals                                              |
| COMMERCIAL/MULTI FAMILY PLAN REVIEW                                                                                                                                                                                                             |                                                                                         |
| Construction Plan Review by the Building Official or Fire Official in conjunction with a building permit application                                                                                                                            | 50% of the Building Permit Fee                                                          |
| Plan Review Fee for Re-Submittal                                                                                                                                                                                                                | 50% of the Plan Review Fee                                                              |
| Revision fee for Commercial & Multi-Family Plan Review                                                                                                                                                                                          | \$50.00 plus \$5.00 per page                                                            |
| Commercial and Multi-Family Fire Life Safety Plan Review                                                                                                                                                                                        | \$.05 cents per square foot                                                             |
| RESIDENTIAL PLAN REVIEW                                                                                                                                                                                                                         |                                                                                         |
| Construction Plan Review by the Building Official or Fire Official in conjunction with a building permit application                                                                                                                            | 10% of the Building Permit Fee                                                          |
| Plan Review Fee for Re-Submittal                                                                                                                                                                                                                | 50% of the Plan Review Fee                                                              |
| Revision fee for One & Two Family Dwellings                                                                                                                                                                                                     | \$50.00                                                                                 |
| Change of Model for One & Two Family Dwellings                                                                                                                                                                                                  | 10% of the permit fee                                                                   |
| MASTER FILE FEES                                                                                                                                                                                                                                |                                                                                         |
| Master filing review and approval for: Single Family Residents/Swimming Pools/Screen Enclosures/Boat Docks/Sheds/Solar Panels/HVAC Tie-Downs/Pre-Engineered Fire Suppression Systems. Master filing is active until code change or plan change. | \$50.00                                                                                 |



# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Building Fees

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>REJECTION OF PLANS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                  |
| Rejection of the design documents based on Florida Building codes three or more times for failure to correct a code violation which was specifically and continuously noted in each rejection per FS 553.80                                                                                                                                                                                                                                                                    | 4X the amount of the plans review fee assessed on the permit                     |
| Rejection of an inspection based on Florida Building codes three or more times for failure to correct a code violation which was specifically and continuously noted in each rejection per FS 553.80                                                                                                                                                                                                                                                                           | 4X the amount of the re-inspection fee                                           |
| <b>PERMIT SERVICES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                  |
| Change of Primary Contractor                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$50.00                                                                          |
| Change of Subcontractor                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$30.00                                                                          |
| <b>OTHER PERMIT RELATED FEES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                  |
| Temporary or conditional certificate of occupancy                                                                                                                                                                                                                                                                                                                                                                                                                              | \$110.00                                                                         |
| Replacement of building permit card                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$5.00                                                                           |
| Extension of Permit                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$50.00 or 10% of original permit fee whichever is greater.                      |
| <b>PERMIT RENEWALS (ON EXPIRED PERMITS)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                  |
| No inspections conducted                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 100% of Original Fee                                                             |
| Slab inspection approved, slab poured                                                                                                                                                                                                                                                                                                                                                                                                                                          | 80% of Original Fee                                                              |
| Rough all inspections approved                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 50% of Original Fee                                                              |
| Insulation inspection approved                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 30% of Original Fee                                                              |
| Pending final inspection only                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 10% of Original Fee                                                              |
| <b>MISCELLANEOUS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                  |
| Local Product Approval (per hour - 1 Hour Minimum)                                                                                                                                                                                                                                                                                                                                                                                                                             | \$65.00                                                                          |
| Evaluation of Alternative Material and Methods (When required by the Building Official to be reviewed by a 3rd 1 hour minimum party the expenses, will be paid by applicant.)                                                                                                                                                                                                                                                                                                  | \$65/hour with 1 hour minimum                                                    |
| Flood Determination Letter                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$50.00                                                                          |
| State of Florida Building Surcharge                                                                                                                                                                                                                                                                                                                                                                                                                                            | 3.0% of Permit Fee/Min. Amount \$4.00                                            |
| Lien Law Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$5.00                                                                           |
| Rental License & Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$80.00                                                                          |
| Rental Re-Inspections                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$50.00                                                                          |
| Administrative Charge for Processing of Lake County Impact Fees                                                                                                                                                                                                                                                                                                                                                                                                                | \$100.00 or 3%, whichever is less                                                |
| Notary for business other than Building Department business                                                                                                                                                                                                                                                                                                                                                                                                                    | \$5.00                                                                           |
| Lien Search                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$25.00                                                                          |
| Calculation of Occupant Load - existing buildings                                                                                                                                                                                                                                                                                                                                                                                                                              | \$100.00                                                                         |
| Technology Fee per permit (Pass through fee)                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$5.00                                                                           |
| <b>FIRE INSPECTIONS, PLAN REVIEW AND PERMITTING (NEW CONSTRUCTION AND RENOVATIONS)</b>                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                  |
| <b>FIRE INSPECTION FEES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                  |
| Fire Alarm Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$70.00 plus \$1.50 per device after six                                         |
| Fire Sprinkler Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$70.00 plus \$1.50 per head after six                                           |
| *Plus,(if applicable) Standpipe Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$50.00                                                                          |
| *Plus,(if applicable) Fire Pump Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$50.00                                                                          |
| *Plus, (if applicable) 24 hour air test                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$50.00                                                                          |
| Underground Fire Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$70.00                                                                          |
| Hood Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$70.00                                                                          |
| Fire Suppression System Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$50.00                                                                          |
| Commercial and Multi-Family (except one and two family dwellings) Fire Final (Life Safety Inspection) Inspection                                                                                                                                                                                                                                                                                                                                                               | \$50.00                                                                          |
| Request for building or hydrant flow                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$50.00                                                                          |
| The inspection of non-cooking vendors/booths less than 200 square feet vendor/booth individual area, that are entirely within a primary building, will be inspected as part of that building. Businesses with cooking facilities will be charged standard fire inspection fee. Additionally, in the event multiple businesses are registered as having the same physical address, the fire inspection fees shall be charged only to the property owner and not to each tenant. |                                                                                  |
| <b>FIRE SYSTEMS PERMITS FEES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                  |
| Fire alarm, sprinkler, underground, suppression, hood, etc...                                                                                                                                                                                                                                                                                                                                                                                                                  | \$75.00 base fee; plus \$7.00 per \$1,000 or fraction thereof construction value |
| <b>FIRE SYSTEMS PLAN REVIEW</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                  |
| Fire alarm, sprinkler, underground, suppression, hood, etc                                                                                                                                                                                                                                                                                                                                                                                                                     | \$75.00                                                                          |

# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Building Fees

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| IMPACT FEES                                                                                                                                                                                                                                                                                                                         |             |              |                |            |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|----------------|------------|------------|
| WATER IMPACT FEES                                                                                                                                                                                                                                                                                                                   |             |              |                |            |            |
|                                                                                                                                                                                                                                                                                                                                     | Inside City | Outside City |                |            |            |
| Single Family                                                                                                                                                                                                                                                                                                                       | \$ 1,340.00 | \$ 1,675.00  |                |            |            |
| Duplex (1-2 Bedrooms)                                                                                                                                                                                                                                                                                                               | \$ 1,116.22 | \$ 1,395.28  |                |            |            |
| Duplex (3+ Bedrooms)                                                                                                                                                                                                                                                                                                                | \$ 1,340.00 | \$ 1,675.00  |                |            |            |
| Multi Family (1-2 Bedrooms)                                                                                                                                                                                                                                                                                                         | \$ 1,116.22 | \$ 1,395.28  |                |            |            |
| Multi Family (3+ Bedrooms)                                                                                                                                                                                                                                                                                                          | \$ 1,340.00 | \$ 1,675.00  |                |            |            |
| Mobile Home (1-2 Bedroom)                                                                                                                                                                                                                                                                                                           | \$ 893.78   | \$ 1,117.23  |                |            |            |
| Mobile Home (3+ Bedroom)                                                                                                                                                                                                                                                                                                            | \$ 1,116.22 | \$ 1,395.28  |                |            |            |
| Multifamily Apartment Assisted Living (per unit)                                                                                                                                                                                                                                                                                    | \$ 893.78   | \$ 1,117.23  |                |            |            |
| **Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by \$1,340.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%. |             |              |                |            |            |
| SEWER IMPACT FEES                                                                                                                                                                                                                                                                                                                   |             |              |                |            |            |
|                                                                                                                                                                                                                                                                                                                                     | Inside City | Outside City |                |            |            |
| Single Family                                                                                                                                                                                                                                                                                                                       | \$4,215.00  | \$5,268.75   |                |            |            |
| Duplex (1-2 Bedrooms)                                                                                                                                                                                                                                                                                                               | \$3,511.00  | \$4,388.75   |                |            |            |
| Duplex (3+ Bedrooms)                                                                                                                                                                                                                                                                                                                | \$4,215.00  | \$5,268.75   |                |            |            |
| Multi Family (1-2 Bedrooms)                                                                                                                                                                                                                                                                                                         | \$3,511.00  | \$4,388.75   |                |            |            |
| Multi Family (3+ Bedrooms)                                                                                                                                                                                                                                                                                                          | \$4,215.00  | \$5,268.75   |                |            |            |
| Mobile Home (1-2 Bedroom)                                                                                                                                                                                                                                                                                                           | \$2,811.40  | \$3,514.25   |                |            |            |
| Mobile Home (3+ Bedroom)                                                                                                                                                                                                                                                                                                            | \$3,511.10  | \$4,388.88   |                |            |            |
| Multifamily Apartment Assisted Living (per unit)                                                                                                                                                                                                                                                                                    | \$2,811.40  | \$3,514.25   |                |            |            |
| **Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by \$4,215.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%. |             |              |                |            |            |
| RECLAIMED WATER IMPACT FEES                                                                                                                                                                                                                                                                                                         |             |              |                |            |            |
|                                                                                                                                                                                                                                                                                                                                     | Inside City | Outside City |                |            |            |
| Single Family (400 GPD) - 0.12 acres                                                                                                                                                                                                                                                                                                | \$500.00    | \$625.00     |                |            |            |
| Duplex 0.06 acres or less                                                                                                                                                                                                                                                                                                           | \$250.00    | \$312.50     |                |            |            |
| Multifamily Apartment Assisted Living                                                                                                                                                                                                                                                                                               | \$333.50    | \$416.88     |                |            |            |
| Mobile Home - 0.10 acres or less                                                                                                                                                                                                                                                                                                    | \$333.50    | \$416.88     |                |            |            |
| Commercial - billed at 1ERU per 0.12 acres of greenspace/landscaping area                                                                                                                                                                                                                                                           | \$500.00    | \$625.00     |                |            |            |
| **Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by \$4,215.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%. |             |              |                |            |            |
| CITY IMPACT FEES                                                                                                                                                                                                                                                                                                                    |             |              |                |            |            |
| Residential                                                                                                                                                                                                                                                                                                                         | TOTAL       | PARKS & RECS | PUBLIC LIBRARY | POLICE     | FIRE/EMS   |
| Single Family                                                                                                                                                                                                                                                                                                                       | \$5,055.38  | \$2,814.64   | \$1,498.41     | \$298.52   | \$443.81   |
| Multi-Family                                                                                                                                                                                                                                                                                                                        | \$3,169.14  | \$1,412.45   | \$751.92       | \$776.14   | \$228.63   |
| Non-Residential                                                                                                                                                                                                                                                                                                                     |             |              |                |            |            |
| Commercial (per 1000 Sq Feet)                                                                                                                                                                                                                                                                                                       | \$1,409.43  | \$0.00       | \$0.00         | \$1,032.87 | \$376.56   |
| Office (per 1000 Sq Feet)                                                                                                                                                                                                                                                                                                           | \$421.29    | \$0.00       | \$0.00         | \$71.64    | \$349.65   |
| Institutional (per 1000 Sq Feet)                                                                                                                                                                                                                                                                                                    | \$2,344.47  | \$0.00       | \$0.00         | \$71.64    | \$2,272.83 |
| Industrial (per 1000 Sq Feet)                                                                                                                                                                                                                                                                                                       | \$321.51    | \$0.00       | \$0.00         | \$240.81   | \$80.70    |
| Warehouse (per 1000 Sq Feet)                                                                                                                                                                                                                                                                                                        | \$283.62    | \$0.00       | \$0.00         | \$256.72   | \$26.90    |
| *LAKE COUNTY IMPACT FEES                                                                                                                                                                                                                                                                                                            |             |              |                |            |            |

Lake County Impact Fees for Transportation (Roads) and School are established by Lake County.  
The City's Building Division during permitting collects these pass-through fees.

# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Planning & Development Department

| Development Applications                                                                       |                                                   |
|------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>Annexation (Voluntary) Petition*:</b>                                                       |                                                   |
| One single-family residence                                                                    | \$500.00                                          |
| All Others                                                                                     | \$2,000.00                                        |
| <b>*The City has an Annexation Incentive program that allows for these fees to be waived..</b> |                                                   |
| <b>As-Built Drawings:</b>                                                                      |                                                   |
| Projects 9.99 acres in land area or less                                                       | \$200.00                                          |
| Projects 10.00 to 99.99 acres in land area                                                     | \$500.00                                          |
| Projects greater than 100.00 acres in land area                                                | \$750.00                                          |
| <b>Appeals (All Decisions)</b>                                                                 | \$200.00                                          |
| <b>Comprehensive Plan:</b>                                                                     |                                                   |
| Text Amendment                                                                                 | \$4,000.00                                        |
| Future Land Use Large-Scale Map Amendment                                                      | \$4,000.00                                        |
| Future Land Use Small-Scale Map Amendment                                                      | \$2,500.00                                        |
| <b>Concurrency Reviews</b>                                                                     | \$500.00                                          |
| <b>Conditional Use Permit</b>                                                                  | \$1,000.00                                        |
| <b>Development Agreements (Includes Amendments)</b>                                            | \$500.00                                          |
| <b>Development Plan (Final)</b>                                                                | \$2,000.00                                        |
| <b>Duplex Division</b>                                                                         | \$500.00                                          |
| <b>Minor Subdivisions</b>                                                                      | \$1,500.00                                        |
| <b>Mural Permit</b>                                                                            | \$100.00                                          |
| <b>Outdoor Amplified Sound Permit</b>                                                          | \$100.00                                          |
| <b>Plan and Plats:</b>                                                                         |                                                   |
| Preliminary Plat (Land Subdivision)                                                            | \$2,500.00                                        |
| Final Plat                                                                                     | \$1,500.00                                        |
| Final Construction Plan                                                                        | \$2,500.00                                        |
| Replat                                                                                         | \$1,500.00                                        |
| Plan and Plat For Utilities (Outside City); Plus Pass-Through Fees listed herein               | \$1,000.00                                        |
| <b>Planned Unit Development (PUD):</b>                                                         |                                                   |
| Preliminary PUD                                                                                | \$2,500.00                                        |
| Final PUD                                                                                      | \$3,500.00                                        |
| PUD Amendment                                                                                  | \$3,000.00                                        |
|                                                                                                |                                                   |
| Rezoning to Mixed Use (MU-1 and MU-2 Zoning)                                                   | \$3,000.00                                        |
| <b>Rezoning All Classifications (Not PUD)</b>                                                  | \$3,000.00                                        |
| <b>Site Plans:</b>                                                                             |                                                   |
| Site Plan Multi Family, Commercial, Office or Non-Residential                                  | \$2,500.00                                        |
| Minor Site Plan                                                                                | \$1,500.00                                        |
| <b>Site Development Permit (In City)</b>                                                       | 2.5% of Total Construction Value                  |
| <b>Site Development Permit for Outside City Utility Services</b>                               | 2.5% of for Total Utility Construction Value Only |
| <b>Variance</b>                                                                                |                                                   |
| Non-Residential                                                                                | \$1,000.00                                        |
| Existing single-family dwelling unit                                                           | \$250.00                                          |



# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Planning & Development Department

|                                                                                                                                                                                                                                                                                                                                                                                 |                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <b>Vacate rights-of-way, alleyways, easements, or plats</b>                                                                                                                                                                                                                                                                                                                     | \$1,500.00                                         |
| Pass Through fees shall be collected for any and all of the development applications                                                                                                                                                                                                                                                                                            | Section 2.7.4 of the City's Land Development Code  |
| More than two reviews by the development review committee staff for any development applications, PUD master plan, rezoning, and land use shall be considered a new application and, therefore, require an original application fee per each subsequent submittal.                                                                                                              | Original Planning and Development Fee              |
| *Resubmittal Fee: If substantial revisions are required as determined by the development review staff, all planning, zoning, and development applications shall be submitted within 60 days from the development review comment report at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city reviews. | Original Planning and Development Fee              |
| <b>Zoning</b>                                                                                                                                                                                                                                                                                                                                                                   |                                                    |
| <b>Addressing</b>                                                                                                                                                                                                                                                                                                                                                               |                                                    |
| City Initiated                                                                                                                                                                                                                                                                                                                                                                  | Free                                               |
| Addressing Assignments - 0-99                                                                                                                                                                                                                                                                                                                                                   | Free                                               |
| Addressing Assignments - 100 or greater numbers                                                                                                                                                                                                                                                                                                                                 | \$1.00 per address number, maximum fee of \$500.00 |
| <b>Business Tax Reciepts</b>                                                                                                                                                                                                                                                                                                                                                    |                                                    |
| Home Based                                                                                                                                                                                                                                                                                                                                                                      | See Chapter 40 of the City Code of Ordinances      |
| Zoning Review (Home Based Businesses Only)                                                                                                                                                                                                                                                                                                                                      | \$25.00                                            |
| Commercial                                                                                                                                                                                                                                                                                                                                                                      | See Chapter 40 of the City Code of Ordinances      |
| Dog-Friendly Dining Permit                                                                                                                                                                                                                                                                                                                                                      | \$100.00                                           |
| Electric Carriage Permit (Semi-Annually)                                                                                                                                                                                                                                                                                                                                        | \$100.00                                           |
| Horse-Drawn Vehicle Inspection and Permit (Annual)                                                                                                                                                                                                                                                                                                                              | \$100.00                                           |
| Outdoor Amplified Sound Permit                                                                                                                                                                                                                                                                                                                                                  | \$100.00                                           |
| Sandwich Board Permit                                                                                                                                                                                                                                                                                                                                                           | \$75.00                                            |
| Sidewalks Café                                                                                                                                                                                                                                                                                                                                                                  | \$100.00                                           |
| Zoning Permit                                                                                                                                                                                                                                                                                                                                                                   | \$75.00                                            |
| Zoning Verification or determinations letter                                                                                                                                                                                                                                                                                                                                    | \$75.00                                            |
| <b>Zoning Review (All Building Permits which require Zoning approval)</b>                                                                                                                                                                                                                                                                                                       |                                                    |
| Residential                                                                                                                                                                                                                                                                                                                                                                     | \$75.00                                            |
| Accessory Structure                                                                                                                                                                                                                                                                                                                                                             | \$50.00                                            |
| Commercial                                                                                                                                                                                                                                                                                                                                                                      | \$100.00                                           |
| <b>Zoning Inspection</b>                                                                                                                                                                                                                                                                                                                                                        |                                                    |
| Zoning Inspection (All Building Permits which require Zoning approval)                                                                                                                                                                                                                                                                                                          | Free                                               |
| Zoning Re-Inspection                                                                                                                                                                                                                                                                                                                                                            | \$50.00                                            |
| Landscape Inspection (includes new home)                                                                                                                                                                                                                                                                                                                                        | Free                                               |
| Landscape Re-Inspection                                                                                                                                                                                                                                                                                                                                                         | \$50.00                                            |

# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Planning & Development Department

|                                                                                                                                                                                                                                                                                                                                                                                 |                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>Public Notice Fees</b>                                                                                                                                                                                                                                                                                                                                                       |                                       |
| Advertisements                                                                                                                                                                                                                                                                                                                                                                  | At Cost                               |
| Mailings to abutting property owners                                                                                                                                                                                                                                                                                                                                            | At Cost                               |
| *Resubmittal Fee: If substantial revisions are required as determined by the development review staff, all planning, zoning, and development applications shall be submitted within 60 days from the development review comment report at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city reviews. | Original Planning and Development Fee |
| <b>Historic</b>                                                                                                                                                                                                                                                                                                                                                                 |                                       |
| Minor Historic Certificate of Appropriateness (includes extensions)                                                                                                                                                                                                                                                                                                             | \$100.00                              |
| Major Historic Certificate of Appropriateness                                                                                                                                                                                                                                                                                                                                   | \$150.00                              |
| Historic Marker or Plaque                                                                                                                                                                                                                                                                                                                                                       | Actual Production Cost                |
| <b>Other Services</b>                                                                                                                                                                                                                                                                                                                                                           |                                       |
| Notary seal for non-city business                                                                                                                                                                                                                                                                                                                                               | Free                                  |
| <b>Pass Through Fees</b>                                                                                                                                                                                                                                                                                                                                                        |                                       |
| Pass Through-Fees: The City is hereby authorized to assess and collect fees, cost, and expenses relating to the review, inspection, appeal, regulation and defense of development activities pursuant to this Section. The Complete Pass Through Fees regulations are as contained in Section 2.7.4 of the City's Land Development Code.                                        |                                       |

# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Fire Department Fees

| FIRE DEPARTMENT FEES                                       |                                      |
|------------------------------------------------------------|--------------------------------------|
| FIRE DEPARTMENT FEES                                       |                                      |
| Authorized Burn                                            | \$125.00                             |
| Firework/Pyrotechnic Display - includes inspection         | \$300.00                             |
| Sparkler Sales                                             | \$75.00                              |
| Fire Watch - Fire Personnel                                | Actual Cost + 10% administrative fee |
| Fire watch - Equipment                                     | \$100.00 per vehicles, per day       |
| Tent with occupancy load over 30 persons or those used for | \$25.00                              |
| Food Truck Inspection                                      | \$30.00 for 6 months                 |
| Routine Fire inspections up to 2,000 sq ft                 | \$50.00                              |
| Routine Fire inspections from 2,001 sq ft to 4,000 sq ft   | \$125.00                             |
| Routine Fire inspections from 4,001 sq ft to 7,500 sq ft   | \$150.00                             |
| Routine Fire inspections from 7,501 sq ft to 15,000 sq ft  | \$200.00                             |
| Routine Fire inspections over 15,001 sq ft                 | \$250.00                             |
| Re-inspections (1st Reinspection is included)              | \$50.00                              |



# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Library Services

| Library Fees                                                                                            |                                 |
|---------------------------------------------------------------------------------------------------------|---------------------------------|
| Library Services                                                                                        | Current Fees<br>US Dollars      |
| <b>Library Membership Fee (outside Lake County)</b>                                                     |                                 |
| Annual                                                                                                  | \$40.00                         |
| Six Months                                                                                              | \$20.00                         |
| <b>Library Card Replacement Fee</b>                                                                     |                                 |
| One Time                                                                                                | Free                            |
| Additional Replacements                                                                                 | \$2.00                          |
| <b>Overdue Fines</b>                                                                                    |                                 |
| Books/CDs/DVDs/DADs (Per Day)                                                                           | \$0.10                          |
| Computer Games/Cake Pans/Ukuleles (Per Day)                                                             | \$1.00                          |
| Processing Fee for Materials Not Returned                                                               | \$5.00                          |
| Max. on the \$.10 fine item is \$2.90 (After 29 Days, the Full Replacement Cost of the Item is Charged) | \$2.90                          |
| <b>Replacement Cost for Missing/Damaged Parts</b>                                                       |                                 |
| DVD Artwork                                                                                             | \$5.00                          |
| Plastic Browser Sleeve                                                                                  | \$3.00                          |
| <b>Facility and Equipment Use Fees</b>                                                                  |                                 |
| Mount Dora Nonprofit Civic/Educational/Intellectual Organization                                        | Free                            |
| Non-Local Nonprofit Civic/Educational/Intellectual Organization                                         | \$40.00                         |
| Individuals/Homeowners Associations                                                                     | \$15.00 per hour (min. 2 hours) |
| Business and Commercial Meetings, Seminars, Etc.                                                        | \$75.00                         |
| <b>Printing &amp; Copying</b>                                                                           |                                 |
| Per Page from Public Computer B&W                                                                       | \$0.10                          |
| Per Page from Public Computer Color                                                                     | \$0.30                          |
| Per Page from Public Computer Legal Size                                                                | \$0.30                          |
| Per Page from Photocopier                                                                               | \$0.15                          |
| Faxing Per Page - Outgoing Only                                                                         | \$1.00                          |
| Food for Fines (each item donated must equal a dollar)                                                  | \$1.00                          |
| <b>Equipment Purchases</b>                                                                              |                                 |
| USB Drives                                                                                              | \$3.00                          |
| Headphones                                                                                              | \$1.00                          |

The Fees for the Library are per an Interlocal Agreement with Lake County.

**CITY OF MOUNT DORA CITY FEE SCHEDULE**  
**Parks & Recreation Department**

**Definitions:**

**Resident:** Incorporated Mount Dora residents may rent facilities for social and private functions. This includes weddings, banquets, birthday celebrations, anniversary parties, retirement parties, recognition parties, and meetings. Additional fees for personnel may apply. Proof of residence (e.g., driver's license, utility bill, property tax statement) is required.

**Non-Resident:** Any user that resides outside of Mount Dora proper. The purpose of the rental is for private functions that include parties, ceremonies, and meeting space. Additional fees for personnel may apply.

**Commercial:** Any user with the intent of charging ticketed fees or promoting enterprise for monetary gain.

*Different fees may be established by executed contract.*

| <b>Cemetery</b>                                                                                                                           | <b>Resident</b> | <b>Non-Resident</b> | <b>Commercial</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------|-------------------|
| Burial Space                                                                                                                              | \$ 1,200.00     | \$ 1,800.00         | N/A               |
| Niche Space                                                                                                                               | \$ 800.00       | \$ 1,200.00         | N/A               |
| Niche Engraving                                                                                                                           | Cost + 10%      | Cost + 10%          | N/A               |
| Additional Internment Right (Additional Cremation Burial Right, up to 4)                                                                  | \$ 200.00       | \$ 400.00           | N/A               |
| Administration Fee (Transfer of Ownership, Grave Marking, Cremation Opening/Closing)                                                      | \$ 200.00       | \$ 200.00           | N/A               |
| After Hours Administration Fee (Cremation Opening/Closing on Evenings/Weekends)                                                           | \$ 300.00       | \$ 300.00           | N/A               |
| <b>Miscellaneous Fees</b>                                                                                                                 |                 | <b>Current</b>      |                   |
| Memorial Bench & Plaque (Standard) - Includes all cost to install plus a 10% administrative fee                                           |                 | Cost + 10%          |                   |
| Tree Donation (Standard Crepe Myrtle) - Includes all cost to install plus a 10% administrative fee                                        |                 | Cost + 10%          |                   |
| Registration Processing Fee (Non-Refundable)                                                                                              |                 | \$ 20.00            |                   |
| <b>Facility Rentals</b>                                                                                                                   | <b>Resident</b> | <b>Non-Resident</b> | <b>Commercial</b> |
| Facility Rental Deposits (Refundable less \$5 non-refundable administrative fee)                                                          | \$ 100.00       | \$ 100.00           | \$ 100.00         |
| <b>Donnelly Park (Building, &amp; Deck) per hour</b>                                                                                      |                 |                     |                   |
| Hourly Rate                                                                                                                               | \$ 30.00        | \$ 50.00            | \$ 70.00          |
| Daily Rate                                                                                                                                | \$ 300.00       | \$ 500.00           | \$ 700.00         |
| <b>Community Building Auditorium (Upper Level, Theatre w/ Stage)</b>                                                                      |                 |                     |                   |
| Hourly Rate                                                                                                                               | \$ 55.00        | \$ 60.00            | \$ 65.00          |
| Daily Rate                                                                                                                                | \$ 550.00       | \$ 600.00           | \$ 650.00         |
| <b>Community Building (Lobby - Upper Level)</b>                                                                                           |                 |                     |                   |
| Hourly Rate                                                                                                                               | \$ 40.00        | \$ 45.00            | \$ 50.00          |
| Daily Rate                                                                                                                                | \$ 400.00       | \$ 450.00           | \$ 500.00         |
| <b>Community Building (Green Room - Lower Level)</b>                                                                                      |                 |                     |                   |
| Hourly Rate                                                                                                                               | \$ 20.00        | \$ 25.00            | \$ 30.00          |
| Daily Rate                                                                                                                                | \$ 200.00       | \$ 250.00           | \$ 300.00         |
| <b>Community Building (Entire Building)</b>                                                                                               |                 |                     |                   |
| Hourly Rate                                                                                                                               | \$ 115.00       | \$ 115.00           | \$ 115.00         |
| Daily Rate                                                                                                                                | \$ 1,150.00     | \$ 1,150.00         | \$ 1,150.00       |
| The City reserves the right to reschedule any reservation to accommodate a Community Building production or special event that serves the |                 |                     |                   |
| <b>Martin Luther King Jr. Center (per Hour)</b>                                                                                           |                 |                     |                   |
| Hourly Rate                                                                                                                               | \$ 20.00        | \$ 40.00            | \$ 80.00          |
| Daily Rate                                                                                                                                | \$ 200.00       | \$ 400.00           | \$ 800.00         |
| <b>Gilbert Park Pavilion 1 (Large 30x30) (per Hour)</b>                                                                                   |                 |                     |                   |
| Hourly Rate                                                                                                                               | \$ 10.00        | \$ 20.00            | \$ 40.00          |
| Daily Rate                                                                                                                                | \$ 100.00       | \$ 200.00           | \$ 400.00         |
| <b>Gilbert Park Pavilion 2 (Large 24x24)(per Hour)</b>                                                                                    |                 |                     |                   |
| Hourly Rate                                                                                                                               | \$ 5.00         | \$ 10.00            | \$ 20.00          |
| Daily Rate                                                                                                                                | \$ 50.00        | \$ 100.00           | \$ 200.00         |
| <b>Forres Park Pavilion (small, no seating) (per Hour)</b>                                                                                |                 |                     |                   |
| Hourly Rate                                                                                                                               | \$ 5.00         | \$ 10.00            | \$ 20.00          |
| Daily Rate                                                                                                                                | \$ 50.00        | \$ 100.00           | \$ 200.00         |

**CITY OF MOUNT DORA CITY FEE SCHEDULE**  
**Parks & Recreation Department**

| <b>Facility Rentals cont'd.</b>                                                                                                                                                      | <b>Resident / Non-Profit</b> | <b>Non-Resident</b> | <b>Commercial</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------|-------------------|
| <b>Evans Park Pad (per Hour)</b>                                                                                                                                                     |                              |                     |                   |
| Hourly Rate                                                                                                                                                                          | \$ 30.00                     | \$ 40.00            | \$ 50.00          |
| Daily Rate                                                                                                                                                                           | \$ 300.00                    | \$ 400.00           | \$ 500.00         |
| <b>Sunset Park Pad (per Hour)</b>                                                                                                                                                    |                              |                     |                   |
| Hourly Rate                                                                                                                                                                          | \$ 15.00                     | \$ 20.00            | \$ 25.00          |
| Daily Rate                                                                                                                                                                           | \$ 150.00                    | \$ 200.00           | \$ 250.00         |
| <b>Cauley Lott Park Pavilion (per Hour)</b>                                                                                                                                          |                              |                     |                   |
| Hourly Rate                                                                                                                                                                          | \$ 10.00                     | \$ 20.00            | \$ 40.00          |
| Daily Rate                                                                                                                                                                           | \$ 100.00                    | \$ 200.00           | \$ 400.00         |
| <b>Frank Brown Sports Complex Pavilion (per Hour)</b>                                                                                                                                |                              |                     |                   |
| Hourly Rate                                                                                                                                                                          | \$ 5.00                      | \$ 10.00            | \$ 20.00          |
| Daily Rate                                                                                                                                                                           | \$ 50.00                     | \$ 100.00           | \$ 200.00         |
| <b>Frank Brown Sports Complex Concession Stand</b>                                                                                                                                   |                              |                     |                   |
| Hourly Rate                                                                                                                                                                          | \$ 15.00                     | \$ 30.00            | \$ 60.00          |
| Daily Rate                                                                                                                                                                           | \$ 150.00                    | \$ 300.00           | \$ 600.00         |
| <b>Frank Brown Sports Complex Athletic Fields (Softball &amp; Multipurpose)</b>                                                                                                      |                              |                     |                   |
| Field Rental (Each) per Hour                                                                                                                                                         | \$ 10.00                     | \$ 20.00            | \$ 40.00          |
| Field Rental (Each) per Day                                                                                                                                                          | \$ 100.00                    | \$ 200.00           | \$ 400.00         |
| Dragging & Lining per Field                                                                                                                                                          | \$ 20.00                     | \$ 20.00            | \$ 20.00          |
| Lighting per Hour                                                                                                                                                                    | \$ 40.00                     | \$ 40.00            | \$ 40.00          |
| <b>Lincoln City Sports Complex Concession Stand</b>                                                                                                                                  |                              |                     |                   |
| Hourly Rate                                                                                                                                                                          | \$ 15.00                     | \$ 30.00            | \$ 60.00          |
| Daily Rate                                                                                                                                                                           | \$ 150.00                    | \$ 300.00           | \$ 600.00         |
| <b>Lincoln City Sports Complex Athletic Fields (Softball &amp; Baseball)</b>                                                                                                         |                              |                     |                   |
| Field Rental (Each) per Hour                                                                                                                                                         | \$ 10.00                     | \$ 20.00            | \$ 40.00          |
| Field Rental (Each) Per Day                                                                                                                                                          | \$ 100.00                    | \$ 200.00           | \$ 400.00         |
| Dragging & Lining per Field                                                                                                                                                          | \$ 20.00                     | \$ 20.00            | \$ 20.00          |
| Lighting per Hour                                                                                                                                                                    | \$ 40.00                     | \$ 40.00            | \$ 40.00          |
| <b>Outdoor Courts per Hour (basketball, tennis, pickleball, racquetball)</b>                                                                                                         |                              |                     |                   |
| Hourly Rate                                                                                                                                                                          | \$ 5.00                      | \$ 10.00            | \$ 20.00          |
| Daily Rate                                                                                                                                                                           | \$ 50.00                     | \$ 100.00           | \$ 200.00         |
| <b>Lincoln Avenue Pool</b>                                                                                                                                                           |                              |                     |                   |
| Swimming Pool per Hour                                                                                                                                                               | \$ 25.00                     | \$ 50.00            | \$ 100.00         |
| Lifeguards - 2 Guard Minimum per Hour                                                                                                                                                | \$ 15.00                     | \$ 15.00            | \$ 15.00          |
| All rentals require a 2 hour minimum. Rental fees for community outreach events may be waived per the discretion of the Parks&Recreation Director with approval of the City Manager. |                              |                     |                   |
| <b><u>After School Care</u></b>                                                                                                                                                      |                              |                     | <b>Current</b>    |
| Registration Fee                                                                                                                                                                     |                              |                     | \$ 25.00          |
| 3 Day Rates                                                                                                                                                                          |                              |                     |                   |
| Morning Only                                                                                                                                                                         |                              |                     | \$ 12.00          |
| Afternoon Only                                                                                                                                                                       |                              |                     | \$ 30.00          |
| Both                                                                                                                                                                                 |                              |                     | \$ 40.00          |
| Full Week Rates                                                                                                                                                                      |                              |                     |                   |
| Morning Only                                                                                                                                                                         |                              |                     | \$ 20.00          |
| Afternoon Only                                                                                                                                                                       |                              |                     | \$ 45.00          |
| Both                                                                                                                                                                                 |                              |                     | \$ 60.00          |
| Teacher Work Day (Teacher In Service)                                                                                                                                                |                              |                     | \$ 5.00           |
| Late Fee - 1 day late                                                                                                                                                                |                              |                     | \$ 10.00          |



**CITY OF MOUNT DORA CITY FEE SCHEDULE**  
**Parks & Recreation Department**

| <b>Clubs, Camps &amp; Sports</b>                                                                                                                                                                                                                                                                                                                                                |  |  | <b>Current</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|----------------|
| Senior Club                                                                                                                                                                                                                                                                                                                                                                     |  |  | Free           |
| Archery                                                                                                                                                                                                                                                                                                                                                                         |  |  | \$ 40.00       |
| Softball & Kickball (per Team)                                                                                                                                                                                                                                                                                                                                                  |  |  | \$ 275.00      |
| Softball & Kickball (per Player)                                                                                                                                                                                                                                                                                                                                                |  |  | \$ 25.00       |
| Youth Soccer (each)                                                                                                                                                                                                                                                                                                                                                             |  |  | \$ 75.00       |
| Youth Soccer (Pee Wee)                                                                                                                                                                                                                                                                                                                                                          |  |  | \$ 65.00       |
| Youth Flag Football                                                                                                                                                                                                                                                                                                                                                             |  |  | \$ 80.00       |
| Youth Basketball (each)                                                                                                                                                                                                                                                                                                                                                         |  |  | \$ 75.00       |
| Camps (per week) (non-specialty) 1% discount per week when purchased in bulk (3-10 weeks/3-10%)                                                                                                                                                                                                                                                                                 |  |  | \$ 110.00      |
| Specialty Camps (per week)                                                                                                                                                                                                                                                                                                                                                      |  |  | \$140-\$220    |
| Camp Snack Fee (per week)                                                                                                                                                                                                                                                                                                                                                       |  |  | \$ 15.00       |
| T-Shirt Fee                                                                                                                                                                                                                                                                                                                                                                     |  |  | \$ 10.00       |
| Swim Team (per month)                                                                                                                                                                                                                                                                                                                                                           |  |  | \$ 50.00       |
| Triathlon                                                                                                                                                                                                                                                                                                                                                                       |  |  | \$ 65.00       |
| Virtual 5K                                                                                                                                                                                                                                                                                                                                                                      |  |  | \$ 25.00       |
| <b>Classes</b>                                                                                                                                                                                                                                                                                                                                                                  |  |  | <b>Current</b> |
| Group Swim Lessons (8 lessons)                                                                                                                                                                                                                                                                                                                                                  |  |  | \$ 45.00       |
| Private Swim Lessons (5 lessons)                                                                                                                                                                                                                                                                                                                                                |  |  | \$ 150.00      |
| Semi Private Swim Lessons (2 swimmers) (5 lessons)                                                                                                                                                                                                                                                                                                                              |  |  | \$ 75.00       |
| Lap Swim per visit                                                                                                                                                                                                                                                                                                                                                              |  |  | \$ 2.00        |
| Open Swim per visit                                                                                                                                                                                                                                                                                                                                                             |  |  | \$ 2.00        |
| Lifeguard Certification                                                                                                                                                                                                                                                                                                                                                         |  |  | \$ 150.00      |
| Water Safety Instructor Certification                                                                                                                                                                                                                                                                                                                                           |  |  | \$ 300.00      |
| Fitness Class (per visit)                                                                                                                                                                                                                                                                                                                                                       |  |  | \$ 3.00        |
| <b>Passes</b>                                                                                                                                                                                                                                                                                                                                                                   |  |  | <b>Current</b> |
| Monthly Group Fitness Pass (Aquatic & Land)                                                                                                                                                                                                                                                                                                                                     |  |  | \$ 24.00       |
| Annual Aquatic & Fitness Pass                                                                                                                                                                                                                                                                                                                                                   |  |  | \$ 225.00      |
| Monthly Family Aquatic Pass (Family up to 5)                                                                                                                                                                                                                                                                                                                                    |  |  | \$ 50.00       |
| <b>Special Event</b>                                                                                                                                                                                                                                                                                                                                                            |  |  | <b>Current</b> |
| Special Event Application fee is comprised of the following: administrative processing, use of traffic and pedestrian control devices (signage & barricades), use of public right of way and associated parks within the event footprint.                                                                                                                                       |  |  |                |
| Significant Event (150,000 + Attendance)                                                                                                                                                                                                                                                                                                                                        |  |  | \$ 650.00      |
| Large Event (50,000 + Attendance)                                                                                                                                                                                                                                                                                                                                               |  |  | \$ 425.00      |
| Medium Event (25,000+ Attendance)                                                                                                                                                                                                                                                                                                                                               |  |  | \$ 300.00      |
| Small Event (5,000+ Attendance)                                                                                                                                                                                                                                                                                                                                                 |  |  | \$ 125.00      |
| Community Event (500+ Attendance)                                                                                                                                                                                                                                                                                                                                               |  |  | \$ 75.00       |
| Vendor Fees                                                                                                                                                                                                                                                                                                                                                                     |  |  | \$50-\$250     |
| Recreation programs excluding specialty camps & private lessons offer 25% and 50% discount scholarships approved by application, a 25% discount for City employees, and a \$5 sibling discount excluding Before / After School Care Program. Additional fees may be discounted or waived per the discretion of the Parks&Recreation Director with approval of the City Manager. |  |  |                |

## CITY OF MOUNT DORA CITY FEE SCHEDULE

### ADDITIONAL FEES / COSTS

| <b>Photo Copies</b>                           |  | <b>Current</b>                   |
|-----------------------------------------------|--|----------------------------------|
| One Side Letter or Legal (per page)           |  | \$0.15                           |
| Two Sided Letter or Legal (per page)          |  | \$0.20                           |
| 11 x 17" Paper (per page)                     |  | \$0.25                           |
| Over 11 x 17" Plan Sheet (per page)           |  | Actual Cost                      |
| Certified Copies (per page)                   |  | \$1.00                           |
| CD/DVD                                        |  | \$3.00                           |
| Fingerprint Card                              |  | \$10.00                          |
| Electronic Fingerprint Card                   |  | \$74.50                          |
| <b>Standard Colored GIS Maps</b>              |  |                                  |
| 18" x 24" (Per Sheet)                         |  | \$2.50                           |
| 24" x 36" (Per Sheet)                         |  | \$4.50                           |
| 36" x 48" (Per Sheet)                         |  | \$7.50                           |
| Custom Large Maps                             |  | .75 Per Sq Ft + \$1.50 per Sheet |
| Over 11 x 17" Plan Sheet                      |  | Actual Cost                      |
| <b>Reports and Code Copies</b>                |  |                                  |
| Land Development Code                         |  | Actual Cost                      |
| Comprehensive Code                            |  | Actual Cost                      |
| City of Mount Dora Historic Design Guidelines |  | Actual Cost                      |

#### PERSONNEL

All charges to any firm, company or individual requiring outside services are to cover the total salary and benefits of the assigned personnel with an administrative fee included. All charges will be based on the actual salary and benefit burden of the positions requested / required plus a 10% administration fee. For special events, permitted by the city the rates charged include the assigned staff vehicles.

#### EQUIPMENT COST

Any City owned vehicles, specialty equipment used for emergency events, call-outs and code enforcement actions or any other activities shall be charged based on the most current FEMA Schedule of Equipment Rates along with a ten percent (10%) administration fee and a thirty percent (30%) mobilization/demobilization fee.

All request by a firm, company or individual for City personnel or equipment shall pay a 50% deposit of the total cost prior to services provided. Remaining balance must be paid within seven days after completion of personnel and equipment being provided. In no case shall additional personnel or equipment be provided if there is an outstanding balance with the City.

#### FEE REDUCTIONS / MODIFICATIONS

The City Manager or his/her designee may reduce any miscellaneous fee if part of an interlocal agreement, memorandum of understanding between units of government or other agency, individual or company that the City Council has an agreement. However, said reduction shall not be less than the costs and expenses incurred by the city plus a 10% administrative fee. Only the City Council may reduce said fees below the cost and expenses incurred by the City. This City Manager may not reduce fees related to utility rates.

The City Manager may increase any fee necessary in order to recoup all costs and expenses incurred by the City plus a 10% administrative fee listed within the Fee Schedule. The City Manager may create any new program fees necessary related to Leisure Services programs and implement as part of any future Fee Schedule.



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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Approval of Second Reading and Adoption of **Ordinance No. 2023-07**, Revising Public Arts Commission

---

**Introduction:**

This is a request for City Council to approve the second reading and adoption of Ordinance 2023-07, Revising Public Arts Commission.

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

**Discussion:**

On November 1, 2022, City Council adopted Ordinance No. 2022-26, which established uniformity regarding board and commission membership. The ordinance revised Chapter 2, Article VIII, Division 1, in the City's Code of Ordinances, which contains general information applicable to all city-appointed boards and commissions.

Proposed Ordinance No. 2023-07 removes membership requirements that are not consistent with Ordinance No. 2022-26, removes portions that are now addressed in Ordinance 2022-26, and removes requirements which are no longer applicable.

There have been no changes to the ordinance since its first reading on March 21, 2023.

**Budget Impact:**

There is no budget impact for this item.

**Strategic Impact:**



Uniform membership standards for City-appointed boards and commissions demonstrate principals consistent with all elements of the City's strategic plan.

**Recommendation:**

City Council approve the second reading and adoption of Ordinance No. 2023-07.

**Attachment(s):**

1. Attachment #1 Notice of Proposed Enactment-Order 8639849 Confirmation
2. Ordinance No. 2023-07 Revising Public Arts Commission.SGSclean (6)

Prepared by: Jeanann Hand, City Clerk  
Reviewed by: Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/11/2023  
Approved - 4/11/2023  
Final Approval - 4/12/2023

|                          |                                                             |
|--------------------------|-------------------------------------------------------------|
| <b>Account Number:</b>   | 525201                                                      |
| <b>Customer Name:</b>    | City Of Mount Dora                                          |
| <b>Customer Address:</b> | City Of Mount Dora<br>510 N BAKER St<br>MOUNT DORA FL 32757 |
| <b>Contact Name:</b>     | City Of Mount Dora                                          |
| <b>Contact Phone:</b>    | 3527357183                                                  |
| <b>Contact Email:</b>    |                                                             |
| <b>PO Number:</b>        |                                                             |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 03/30/2023 |
| <b>Order Number:</b>      | 8639849    |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 89.0000 |
| <b>Height in Inches:</b> | 0.0000  |

**Print**

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 1           | 04/07/2023 - 04/07/2023 | Govt Public Notices |
| LEE dailycommercial.com | 1           | 04/07/2023 - 04/07/2023 | Govt Public Notices |

|                                 |                 |
|---------------------------------|-----------------|
| <b>Total Order Confirmation</b> | <b>\$150.62</b> |
|---------------------------------|-----------------|

# Ad Preview

NOTICE OF PROPOSED  
ENACTMENT  
ORDINANCE NO. 2023-07  
CITY OF MOUNT DORA,  
FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-07. The final public hearing on the ordinance will be held on Tuesday, April 18, 2023 at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2023-07 is as follows:

ORDINANCE NO.: 2023-07

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PUBLIC ARTS COMMISSION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 2, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 4, PUBLIC ARTS COMMISSION, SECTION 2-312, MEMBERSHIP AND TERMS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR 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 City Clerk's office, 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 the City Clerk's office no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

#8639849 4/7/23



**ORDINANCE NO.: 2023-07**

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PUBLIC ARTS COMMISSION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 2, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 4, PUBLIC ARTS COMMISSION, SECTION 2-312, MEMBERSHIP AND TERMS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Chapter 166, confers upon a municipality, the proprietary powers to enable them to conduct municipal government, perform municipal services designed to promote the public health, safety and general welfare of its citizens and when not expressly prohibited by law; and

**WHEREAS**, consistent with City of Mount Dora Charter, Section 9, the City may create and/or empanel voluntary boards and committees as it deems necessary and appropriate to carry out the functions and services of the City; and

**WHEREAS**, from time to time the City of Mount Dora provides updates and amendments to voluntary boards and committees which it creates and/or empanels; and

**WHEREAS**, on April 15, 2008, the City adopted City of Mount Dora Ordinance No.: 977, which created the Public Arts Commission; and

**WHEREAS**, the City of Mount Dora has determined that it is appropriate to update and revise the City of Mount Dora Code of Ordinances, Chapter 2, Article VIII, Boards and Commissions, Division 4, Public Arts Commission, Section 2-312, Membership and Terms, as set forth herein, in order to advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

**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 the Florida law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2. AMENDING CHAPTER 2, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 4, PUBLIC ARTS COMMISSION, SECTION 2-312, MEMBERSHIP AND TERMS.**

The City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions, Division 4, Public Arts Commission, Section 2-312, Membership and Terms, is hereby amended as follows:

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

Section 2-312. – Membership and terms.

- (a) Members of the public arts commission shall consist of seven (7) members ~~appointed by the city council~~ with one (1) member being appointed by the Mayor and one member appointed by each of the six (6) City Council members. The commission shall be composed of members with skills and experience derived as a preference, and not as a requirement for selection and appointment, to the following criteria, whenever possible. When possible, two individuals will be chosen from the following discipline of landscape architect, architect, urban planning, engineering, or a related design discipline:
- (1) Two professional artists.
  - (2) One citizen knowledgeable in the field of public art, education or community affairs.
  - (3) One representative from the Board of the Mount Dora Center for the Arts.
  - (4) One at-large citizen.
- (b) The Public Arts Commission shall serve at the pleasure of the City Council pursuant to the City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions. ~~All members shall reside, own property or work in the city; however, four of the seven members must be residents of the city.~~
- (c) ~~The term shall be two years in length, staggered such that not more than four of the two year terms expire in any calendar year. Once a person has served three full and consecutive terms on the commission, that person shall not be eligible for reappointment to the board for a length of time equal to one full term on the commission.~~
- (d) ~~Unexcused absence from three regular public arts commission meeting during any calendar year by a public arts commission member shall be considered a forfeiture of that member's seat on the commission.~~

\*\*\*

**SECTION 3. 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 4. SAVINGS CLAUSE.** All prior actions of the City pertaining to the Public Arts Commission, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.**

A. Sections in this Ordinance shall be codified in the City of Mount Dora Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

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

**SECTION 6. CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 7. 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 8. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

*[Signatures on Following Page]*



**FIRST READING: March 21, 2023**

**SECOND READING: \_\_\_\_\_**

**PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 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



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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Approval of Second Reading and Adoption of **Ordinance No. 2023-08**, Revising Parks and Recreation Advisory Board

---

**Introduction:**

This is a request for City Council to approve the second reading and adoption of Ordinance 2023-08, Revising Parks and Recreation Advisory Board.

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

**Discussion:**

On November 1, 2022, Council adopted Ordinance No. 2022-26, which established uniformity regarding board and commission membership. The ordinance revised Chapter 2, Article VIII, Division 1, in the City's Code of Ordinances, which contains general information applicable to all city-appointed boards and commissions. Proposed Ordinance No. 2023-08 removes membership requirements that are not consistent with Ordinance No. 2022-26, removes portions that are now addressed in Ordinance 2022-26, and removes requirements which are no longer applicable.

There have been no changes to the ordinance since its first reading on March 21, 2023.

**Budget Impact:**

There is no budget impact for this item.

**Strategic Impact:**

Uniform membership standards for City-appointed boards and commissions demonstrate principals consistent with all elements of the City's strategic plan.

**Recommendation:**

Council approve the second reading and adoption of Ordinance No. 2023-08, Revising Parks and Recreation Advisory Board.

**Attachment(s):**

1. Attachment #1 Notice of Proposed Enactment Order 8639850\_Confirmation\_Liners
2. Ordinance No. 2023-08 Revising Parks and Recreation Advisory Board.SGSclean (4)

Prepared by: Jeanann Hand, City Clerk  
Reviewed by: Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/11/2023  
Approved - 4/11/2023  
Final Approval - 4/12/2023



|                          |                                                             |
|--------------------------|-------------------------------------------------------------|
| <b>Account Number:</b>   | 525201                                                      |
| <b>Customer Name:</b>    | City Of Mount Dora                                          |
| <b>Customer Address:</b> | City Of Mount Dora<br>510 N BAKER St<br>MOUNT DORA FL 32757 |
| <b>Contact Name:</b>     | City Of Mount Dora                                          |
| <b>Contact Phone:</b>    | 3527357183                                                  |
| <b>Contact Email:</b>    |                                                             |
| <b>PO Number:</b>        |                                                             |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 03/30/2023 |
| <b>Order Number:</b>      | 8639850    |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 90.0000 |
| <b>Height in Inches:</b> | 0.0000  |

**Print**

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 1           | 04/07/2023 - 04/07/2023 | Govt Public Notices |
| LEE dailycommercial.com | 1           | 04/07/2023 - 04/07/2023 | Govt Public Notices |

|                                 |                 |
|---------------------------------|-----------------|
| <b>Total Order Confirmation</b> | <b>\$152.20</b> |
|---------------------------------|-----------------|

# Ad Preview

NOTICE OF PROPOSED  
ENACTMENT  
ORDINANCE NO. 2023-08  
CITY OF MOUNT DORA,  
FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-08. The final public hearing on the ordinance will be held on Tuesday, April 18, 2023 at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2023-08 is as follows:

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 2, ADMINISTRATION, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 3, PARKS AND RECREATION BOARD, SECTION 2-292, MEMBERSHIP AND TERMS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR 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 City Clerk's office, 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 the City Clerk's office no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

#8639850 4/7/23

**ORDINANCE NO.: 2023-08**

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 2, ADMINISTRATION, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 3, PARKS AND RECREATION BOARD, SECTION 2-292, MEMBERSHIP AND TERMS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Chapter 166, confers upon a municipality, the proprietary powers to enable them to conduct municipal government, perform municipal services designed to promote the public health, safety and general welfare of its citizens and when not expressly prohibited by law; and

**WHEREAS**, consistent with City of Mount Dora Charter, Section 9, the City may create and/or empanel voluntary boards and committees as it deems necessary and appropriate to carry out the functions and services of the City; and

**WHEREAS**, from time to time the City of Mount Dora provides updates and amendments to voluntary boards and committees which it creates and/or empanels; and

**WHEREAS**, on January 21, 1992, the City adopted City of Mount Dora Ordinance No.: 592, which created the Parks and Recreation Advisory Board; and

**WHEREAS**, the City of Mount Dora has determined that it is appropriate to update and revise the City of Mount Dora Code of Ordinances, Chapter 2, Article VIII, Division 3, Parks and Recreation Board, Section 2-292, Membership and terms, as set forth herein, in order to advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

**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 the Florida law in processing this Ordinance. The above recitals are hereby adopted.



**SECTION 2. AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, BOARDS AND COMMISSIONS, DIVISION 3, PARKS AND RECREATION ADVISORY BOARD, SECTION 2-292, MEMBERSHIP AND TERMS.**

The City Of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions, Division 3, Parks and Recreation Advisory Board, Section 2-292, Membership and Terms, is hereby amended as follows:

**Note:** Underlined words constitute additions to existing text and ~~striketrough~~ constitutes deletions from existing text.

Section 2-292. – Membership and terms.

- (a) ~~Members of the parks and recreation board shall be residents of the city~~ The parks and recreation board shall consist of seven (7) regular members, with one (1) member being appointed by the Mayor and one (1) member appointed by each of the six (6) City Council members. The parks and recreation board shall serve at the pleasure of the City Council pursuant to the City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions. ~~and two alternate members to sit in the absence of a regular member, who shall be appointed by the city council. After the initial board, the terms of office for members of the parks and recreation board shall be two years.~~
- (b) ~~Unexcused absence from three regular parks and recreation board meetings during any calendar year by a parks and recreation board member shall be considered a forfeiture of that member's seat on the board.~~

**SECTION 3. 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 4. SAVINGS CLAUSE.** All prior actions of the City pertaining to the Parks and Recreation Advisory Board, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.**

A. Sections in this Ordinance shall be codified in the City of Mount Dora Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

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

**SECTION 6. CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 7. 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 8. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**FIRST READING: March 21, 2023**

**SECOND READING: \_\_\_\_\_**

**PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 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



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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Request Approval of Second Reading and Adoption of **Ordinance No. 2023-09**, Revising Library Advisory Board

---

**Introduction:**

This is a request for City Council to approve the second reading and adoption of Ordinance 2023-09, Revising Library Advisory Board.

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

**Discussion:**

On November 1, 2022, Council adopted Ordinance No. 2022-26, which established uniformity regarding board and commission membership. The ordinance revised Chapter 2, Article VIII, Division 1, in the City's Code of Ordinances, which contains general information applicable to all city-appointed boards and commissions.

Proposed Ordinance No. 2023-09 removes membership requirements that are not consistent with Ordinance No. 2022-26, removes portions that are now addressed in Ordinance 2022-26, and removes requirements which are no longer applicable.

There have been no changes to the ordinance since its first reading on March 21, 2023.

**Budget Impact:**

There is no budget impact for this item.

**Strategic Impact:**



Uniform membership standards for City-appointed boards and commissions demonstrate principals consistent with all elements of the City's strategic plan.

**Recommendation:**

City Council to approve the second reading and adoption of Ordinance No. 2023-09.

**Attachment(s):**

1. Attachment #1 Notice of Proposed Enactment Order 8639850\_Confirmation\_Liners
2. Ordinance No. 2023-09 Revising Library Advisory Board.SGS (2)

Prepared by: Jeanann Hand, City Clerk  
Reviewed by: Sherry Sutphen, City Attorney  
Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/11/2023  
Approved - 4/11/2023  
Final Approval - 4/12/2023

|                          |                                                             |
|--------------------------|-------------------------------------------------------------|
| <b>Account Number:</b>   | 525201                                                      |
| <b>Customer Name:</b>    | City Of Mount Dora                                          |
| <b>Customer Address:</b> | City Of Mount Dora<br>510 N BAKER St<br>MOUNT DORA FL 32757 |
| <b>Contact Name:</b>     | City Of Mount Dora                                          |
| <b>Contact Phone:</b>    | 3527357183                                                  |
| <b>Contact Email:</b>    |                                                             |
| <b>PO Number:</b>        |                                                             |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 03/30/2023 |
| <b>Order Number:</b>      | 8639827    |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 87.0000 |
| <b>Height in Inches:</b> | 0.0000  |

**Print**

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 1           | 04/07/2023 - 04/07/2023 | Govt Public Notices |
| LEE dailycommercial.com | 1           | 04/07/2023 - 04/07/2023 | Govt Public Notices |

**Total Order Confirmation**

**\$147.46**

# Ad Preview

NOTICE OF PROPOSED  
ENACTMENT  
ORDINANCE NO. 2023-09  
CITY OF MOUNT DORA,  
FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-09. The final public hearing on the ordinance will be held on Tuesday, April 18, 2023 at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2023-09 is as follows:

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LIBRARY ADVISORY BOARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 30, LIBRARY; ARTICLE II, LIBRARY BOARD, SECTION 30-25, ORGANIZATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR 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 City Clerk's office, 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 the City Clerk's office no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

#8639827 4/7/23



**ORDINANCE NO.: 2023-09**

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LIBRARY ADVISORY BOARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 30, LIBRARY, ARTICLE II, LIBRARY BOARD, SECTION 30-25, ORGANIZATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Chapter 166, confers upon a municipality, the proprietary powers to enable them to conduct municipal government, perform municipal services designed to promote the public health, safety and general welfare of its citizens and when not expressly prohibited by law; and

**WHEREAS**, consistent with City of Mount Dora Charter, Section 9, the City may create and/or empanel voluntary boards and committees as it deems necessary and appropriate to carry out the functions and services of the City; and

**WHEREAS**, from time to time the City of Mount Dora provides updates and amendments to voluntary boards and committees which it creates and/or empanels; and

**WHEREAS**, on August 1, 1989, the City adopted City of Mount Dora Ordinance No.: 520, which created the Library Advisory Board; and

**WHEREAS**, the City of Mount Dora has determined that it is appropriate to update and revise the City of Mount Dora Code of Ordinances, Chapter 30, Article II, Library Board, Section 30-25, Organization, as set forth herein, in order to advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

**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 the Florida law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2. AMENDING CHAPTER 30, LIBRARY, ARTICLE II, LIBRARY BOARD, SECTION 30-25, ORGANIZATION.**

The City Of Mount Dora Code of Ordinances, Chapter 30, Library, Article II, Library Board, Section 30-25, Organization, is hereby amended as follows:

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

\*\*\*

#### Section 30-25. – Organization.

(a) *Created; composition; terms of members.* There shall be a library board to advise the city council on such matters relating to the library as the council may from time to time request. The library board shall consist of seven (7) regular members, with one (1) member being appointed by the Mayor and one member appointed by each of the six (6) City Council members. The library board members shall serve at the pleasure of the City Council pursuant to the City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article VIII, Boards and Commissions. ~~and two alternate members to sit in the absence of a regular member, the majority of whom shall be residents of the city's utility district and who shall be appointed by city council. Members shall be appointed for staggered two year terms.~~

(b) *Vacancies.* Terms of library board members shall coincide with the calendar year, and vacancies shall be filled for the remainder of an unexpired term. ~~Any person who has served six consecutive years on the library board shall be ineligible for reappointment for a period of one year.~~

\*\*\*

(d) *Ethics; financial disclosure; public records.* Members of the library board shall comply with all applicable federal and state laws regarding ethics, financial disclosure, open conduct of public business, and public records. ~~Members of the library board shall serve in accordance with the city ordinances, and may be removed by the city council.~~

\*\*\*

**SECTION 3. 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 4. SAVINGS CLAUSE.** All prior actions of the City pertaining to the Library Advisory Board, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.**

A. Sections in this Ordinance shall be codified in the City of Mount Dora Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

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

**SECTION 6. CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 7. 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 8. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**FIRST READING: March 21, 2023**

**SECOND READING: \_\_\_\_\_**

**PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 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





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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Approve designation of Acting City Manager for future leave

---

**Introduction:**

This is a request for City Council to approve City Manager Patrick C. Comiskey's designation of an acting city manager for future leave.

**Discussion:**

Article V, Section 24 of the City of Mount Dora Charter indicates that, “by letter of record filed with the city council, the city manager shall designate, subject to approval of the city council, a qualified city administrative officer or department head to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager of not less than three (3), nor more than twenty-one (21), days duration.”

In accordance with this provision of the City’s Charter and in preparation for future leave notifications, City Manager Patrick C. Comiskey hereby submits for City Council approval his letter of record to designate Jim Faulkner, Information Technology Director, as acting city manager during any and all future absences of three (3) days up to and not to exceed twenty-one (21) days in duration.

**Budget Impact:**

N/A

**Strategic Impact:**

N/A

**Recommendation:**

City Council approve City Manager Patrick C. Comiskey's designation of Jim Faulkner as acting city manager for future leave.

**Attachment(s):**

Prepared by: Merry Lovern, Executive Assistant  
Reviewed by: Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/11/2023  
Final Approval - 4/12/2023



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

---

**DATE:** April 18, 2023

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

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

**SUBJECT:** Lobbyist Update

---

**Introduction:**

Gray Robinson, P.A. represents the City of Mount Dora during the 2023 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

**Discussion:**

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached are the following:

- March 2023 Monthly Report
- 2023 Legislative Session Newsletter - Week 2
- 2023 Legislative Session Newsletter - Week 4
- 2023 Legislative Session Newsletter - Week 5

**Budget Impact:**

Lobbyist Activities are funded in account 421-1910-536.31-11 in the amount of \$42,000.00.

**Strategic Impact:**

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

**Recommendation:**

Data provided is informational.



**Attachment(s):**

1. Mount Dora March 2023 Report
2. Newsletter\_ 2023 Legislative Session – Week 2
3. Newsletter\_ 2023 Legislative Session – Week 4
4. Newsletter\_ 2023 Legislative Session – Week 5

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Jeanann Hand, City Clerk  
Patrick Comiskey, City Manager

Approved - 4/10/2023

Final Approval - 4/10/2023

**March 28, 2023**

## **City of Mount Dora March Activity Report**

### **Communications**

- Patrick Comiskey
  - Appropriations Update
  - Meeting with Representative Truenow 3/28
  - HB 1331/SB 1380 Municipal Utilities
- Weekly Session Newsletters
- Meeting with Representative Truenow- Mount Dora Resource & Recreation Center and Donnelly Street Milling and Resurfacing Project
- Meeting with Representative Truenow's staff to discuss appropriations projects
- Meeting with House and Senate Subcommittee Appropriations Chairs- appropriations projects
- Meeting requests & Planning for Mount Dora visits in March and April

### **Next Steps**

- Continue to update Mount Dora on grant opportunities
- Schedule meeting with Department of Health
- Continue to provide updates during Session
- Continue to meet with project sponsors and Subcommittee Appropriations Chairs
- Tallahassee Visit April 4 & 5

Ryan Matthews/Angela Drzewiecki

# Newsletter

## 2023 Legislative Session

GRAYROBINSON

### 2023 Legislative Session – Week 2

March 17, 2023

By: [Angela M. Drzewiecki](#) and [Ryan E. Matthews](#)

The Florida Legislature continued on its frenetic pace as we closed out Week 2 of the 2023 Legislative Session on Friday. Typically, in the first three to four weeks of any given session, committees conduct business Tuesday through late Thursday or early Friday, allowing members to arrive in Tallahassee sometime Monday and head home to their families well before the week's end. This session, to date, has proven drastically different. Week 2 brought about some heady conversations in both the House and Senate as discussions began on a new six-week abortion ban; lowering the age from 21 to 18 to purchase a firearm, i.e., long gun; gender-affirming care; ESG; vacation rentals; lawsuit abuse (tort) reform; and school choice.

#### Florida Economic Indicators

In a press release this week, Governor Ron DeSantis announced Florida's unemployment rate was 2.6% in January and remained lower than the nation for the 27th consecutive month, while job growth outperformed the nation for the 22nd consecutive month.

Florida's private sector employment grew by 5.3% (433,100 jobs) between January 2022 and January 2023. In January 2023, leisure and hospitality gained the most jobs among all major industries, adding 16,100 jobs (+1.2%) over the month, followed by education and health services, adding 4,900 jobs (+0.3%); financial activities, adding 4,900 jobs (+0.7 percent); and other services, adding 3,200 jobs (+0.9%).

#### Revenue Estimating Conference

April 18, 2023 Regular Session Agenda Packet

#### 2023 Legislative Session Important Dates

##### April 25th

50th Day rule - last day for regularly scheduled committee meetings



##### May 1st

55th Day rule: After the 55th day (April 30) of a regular session: no House bills on second reading may be taken up and considered by the House.



##### May 4th

58th Day rule: After the 58th day (May 3) of a regular session, the House may consider only: Returning Messages, Conference Reports, and Concurrent Resolutions.



##### May 5th

60th day- last day of Regular Session



[Florida Senate Calendar](#)



A copy of the Executive Summary, updated this week, from the Revenue Estimating Conference (REC) for the General Revenue Fund is below.

The new forecasts for the national and state economies adopted in February 2023 notably lowered key economic metrics relative to those adopted in July 2022, largely as a result of a significant contraction in the housing market, an upward shift in the level of inflation, and the inclusion of a mild recession. Of note, the risk associated with the national economic forecast continues to be skewed to the downside, with an 80 percent probability that the new forecast will unfold as predicted (55 percent) or fall short of expectations (25 percent). Economic disruption is still evident, with challenges including the drawdown of savings as households began to rely on savings to defend their standard of living, the elevated use of credit, the continued normalization of spending on services and away from taxable goods, and strong inflationary pressures on households. Nonetheless, revenue collections since August have far exceeded expectations and the economic fundamentals, confounding the ability to predict the impact and timing of key turning points.

After coming in \$2.95 billion over estimate during the six months since the prior forecast was adopted, the Conference added another \$1.31 billion in expected gains to the estimate during the remaining four months of the fiscal year, for a combined increase of \$4.27 billion to the overall forecast for FY 2022-23. Approximately \$591.7 million (13.9 percent) of the overall increase was related to the recovery and rebuilding activity associated with Hurricane Ian. Overall, the new forecast grows 5.1 percent over the prior year. Assuming a downshift will begin next year, the Conference continued to assume a decline in receipts relative to the current year (-2.1 percent), although the forecast level was increased by \$2.78 billion in FY 2023-24 and grows by an increasing amount thereafter. The two-year combined increase for FY 2022-23 and FY 2023-24 adds nearly \$7.06 billion to the prior forecast. These changes reflect increases over the previous estimates of 10.2 percent in FY 2022-23 and 6.6 percent in FY 2023-24.

The current economic environment presented significant forecasting challenges, which were reflected in the discussion at the conference. By far the largest adjustment in the new forecast relates to Sales Tax, which has benefitted from elevated spending on goods and the initial effects of inflation. The anticipated gain to General Revenue is \$3.66 billion in FY 2022-23 and \$2.73 billion in FY 2023-24, with all six sales tax categories seeing increases in both years. The Conference noted that future risks to sales tax collections include consumers returning to a typical purchasing mix of goods and services and managing personal budget constraints in a period of persistent inflation.

Apart from Sales Tax, the greatest gain to the forecast comes from the Corporate Income Tax. The Conference increased the forecast by \$656.6 million in FY 2022-23 and \$583.7 million in FY 2023-24.

The greatest loss to the forecast came from the two revenue sources most closely aligned with the housing market: the Documentary Stamp Tax and the Intangibles Tax. Combined, their estimates were lowered by \$482.1 million in FY 2022-23 and \$580.5 million in FY 2023-24.

Several of the revisions to the forecast (Tobacco Taxes, Article V Fees & Transfers, and Highway Safety Licenses & Fees) are the results of earlier conferences. Additional information regarding the estimates for sources adopted at prior conferences can be found on the [Legislative Office of Economic and Demographic Research's website](#).

## **Bills of Interest**

### **Financial Disclosures for Local Officers**

[HB 37](#) (Roach) and [SB 774](#) (Brodeur)

Require all municipal mayors, city commissioners, elected members of a municipal

governing body, and all municipal and county managers to file an annual Full Disclosure of Financial Interests (Form 6) with the Florida Commission on Ethics. These individuals are currently required to file only a Limited Disclosure of Financial Interests (Form 1). The proposed legislation would take effect on July 1, 2024. HB 37 was heard this week in its second committee of reference, Local Administration, Federal Affairs & Special Districts Subcommittee. The bill was voted out favorably (16 yeas, 1 nay). The Senate Bill passed out of its first committee of reference, Ethics and Elections, this week. SB 774 has one more committee stop, Rules, before reaching the Senate floor.

### **Public Construction**

[CS/HB 383](#) (Griffitts) and [SB 346](#) (DiCeglie)

Require a contract for construction services between a local government entity and a contractor to include the estimated cost of each item necessary to complete the work. The bills restrict the ability of local governments to withhold certain amounts under the contract only to those subject to good faith disputes or claims against public surety bonds. The bills also preempt the ability of a municipality to enact a local preference ordinance when awarding a public works project. On Wednesday, SB 346 was heard in its first committee of reference, Community Affairs, and passed by a vote of 6 yeas, 3 nays.

### **Sanitary Sewer Lateral Program**

[HB 661](#) (Truenow) and [SB 1420](#) (Rodriguez)

Authorize counties and municipalities to access sanitary sewer laterals within their jurisdiction to investigate, repair or replace the lateral. The bill requires municipalities and counties to notify private property owners within a specified timeframe if the government intends to access the owner's sanitary sewer lateral and provide an anticipated timeframe for the work. It specifies that local governments who establish sanitary sewer lateral programs are legally and financially responsible for all work that is performed and authorizes such programs to use specified state or local funds to evaluate and rehabilitate impaired laterals. The bills have not yet been heard in committee.

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## **Questions?**

Contact [Angela M. Drzewiecki](#) or [Ryan E. Matthews](#)

Boca Raton | Fort Lauderdale | Fort Myers | Gainesville | Jacksonville | Key West | Lakeland  
Melbourne | Miami | Naples | Orlando | Tallahassee | Tampa | Washington, D.C. | West Palm Beach  
[gray-robinson.com](http://gray-robinson.com)

### [VIEW IN BROWSER](#)

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# Newsletter

## 2023 Legislative Session

GRAYROBINSON

### 2023 Legislative Session – Week 4

April 3, 2023

By: [Angela M. Drzewiecki](#) and [Ryan E. Matthews](#)

Take a breath. We're (almost) halfway there—a familiar refrain for most in Tallahassee at the end of Week 4 of the 2023 Legislative Session. Staffers, lawmakers, and lobbyists alike are grateful for an extremely light upcoming Week 5 due to multiple religious holidays, which meant that this week the Legislature continued full steam ahead with multiple weighty policy issues moving through the process or sent to Gov. Ron DeSantis. After significant floor debate, the Senate passed the House version of constitutional (permitless) carry, which will await Governor DeSantis' signature. On Thursday, the Senate took up a new six-week abortion ban. The House bill continues to move through the process and ultimately will be passed around Week 6. The House spent the early part of the week discussing: Immigration; state land acquisition; the Florida Department of Environmental Protection's legislative package; licensing fee relief; as well as the General Appropriations Act (budget bill for 2023-2024). Florida is awash in revenues that have exceeded economists' expectations. The competing spending plans released by the House and Senate this week reflect that, with more funding for K-12 schools, hospitals, and mental health programs. The [Senate budget](#) is \$113.7 billion, or nearly \$700 million more than [the House proposal](#) and a \$3.7 billion increase from the current year. Because both the Senate President and House Speaker have already passed their biggest priorities in Housing and Education, respectively, look for the Legislature to soon file a proposal clarifying the resign to run law that will allow the Governor to hold office while seeking higher federal office. Next week's newsletter will likely be abbreviated as the House only intends to be in Tallahassee

#### 2023 Legislative Session Important Dates

##### April 25th

50th Day rule - Last day for regularly scheduled committee meetings



##### May 1st

55th Day rule - After the 55th day (April 30) of a regular session: no House bills on second reading may be taken up and considered by the House.



##### May 4th

58th Day rule - After the 58th day (May 3) of a regular session, the House may consider only: Returning Messages, Conference Reports, and Concurrent Resolutions.



##### May 5th

60th Day - Last day of Regular Session



[Florida Senate Calendar](#)



Monday and Tuesday, largely spending that time debating and passing their budget. The Senate will do the same but will stay until mid-day Wednesday, April 5, for committee meeting obligations.

## **Tourism Development**

The House Regulatory Reform and Economic Development Subcommittee on Tuesday approved a bill (PCB RRS2) that would require the Florida Tourism Industry Marketing Corporation, known as Visit Florida (VF), to be funded entirely by local tourism development taxes (TDT). It would require a percentage of each county's TDT revenue to fund VF for three years. The proposal is expected to generate \$75 million a year, but after the three years, it will be optional for counties to fund VF through the TDTs.

The bill requires VF to spend at least 75% of all funds directly assisting rural counties and Florida's state parks and forests. It requires VF to be dissolved if funding falls below a certain level or if VF accepts financial assistance from the state. The bill states that any ordinance enacted to levy any TDTs must be approved in a referendum by at least 60% of the electors voting in the county, and the ordinances expire six years after the date the ordinance is approved in the referendum. Finally, the bill requires counties to submit six-year plans for the expenditure of TDT funds to the governing board of the county prior to a referendum.

The bill defines a "rural county" as a county with a population of 75,000 or fewer or a county with a population of 125,000 or fewer, which is contiguous to a county with a population of 75,000 or fewer. Additionally, the bill alters how a county may levy, impose, and set additional related taxes, removing the power from relevant vote of the governing board and placing that power with a vote of the local electors.

On Thursday, the PCB was filed as [HB 7053](#). Committee references have not been assigned.

## **Bills of Interest**

### **Local Official's Employment Contract**

As originally drafted, [SB 696](#) (Ingoglia) and [HB 729](#) (Holcomb) prohibit a local government from renewing, extending, or renegotiating employment contracts with the Chief Executive Officer of a municipality/county or a municipal/county attorney within 12 months before an August primary election for the Mayor or members of the governing body.

SB 696 was heard in the Community Affairs Committee last week and passed (8 yeas, 0 nays). An amendment was adopted reducing the timeframe during which a local government cannot alter contracts with certain employees from 12 months prior to a primary election to 8 months prior to a general election and introduces an exemption for situations when the employee produces a competing employment offer from another governmental entity. The bill is on the agenda in its last committee of reference, Governmental Oversight and Accountability, on Wednesday, April 5. HB 729, the companion bill to SB 696, has not yet been heard in committee.

### **Term Limits**

[SB 1110](#) (Ingoglia) proposes to establish term limits for county commissions while revising current term limits for district school members. The bill is on the agenda on Wednesday, April 5, in its second committee of reference. The House companion, [HB 477](#) (Rizo), would revise the term limits for district school board members from 12 to 8 years. The proposed limitation would apply only to terms of office beginning on or after November 8, 2022, and is prospective so that school board members reelected to a consecutive term in 2022 could serve another eight consecutive years before reaching the term limit. The House bill has passed the full House and is in Messages to the

Senate.

### **Financial Disclosures for Elected Local Officers**

[HB 37](#) (Roach) and [SB 774](#) (Brodeur) require all municipal mayors, city commissioners, elected members of a municipal governing body, and all municipal and county managers to file an annual Full Disclosure of Financial Interests (Form 6) with the Florida Commission on Ethics. These individuals are currently required to file only a Limited Disclosure of Financial Interests (Form 1). The proposed legislation would take effect on July 1, 2024. SB 774 was amended to remove city managers from the Form 6 requirement. HB 37 has passed its first two committees of reference. It has one last committee stop, State Affairs, before reaching the House floor. The Senate Bill passed its last committee of reference this week.

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### **Questions?**

Contact [Angela M. Drzewiecki](#) or [Ryan E. Matthews](#)

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# Newsletter

## 2023 Legislative Session

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### 2023 Legislative Session – Week 5

April 7, 2023

By: [Angela M. Drzewiecki](#) and [Ryan E. Matthews](#)

We've officially reached the half-way point of the 2023 Legislative Session. Both the House and Senate are taking an extended period off for Easter and Passover, with the House reconvening Monday, April 10<sup>th</sup> and the Senate coming back to Tallahassee, Tuesday, April 11<sup>th</sup>. Upon their return, the two chambers will set budget allocations and within ten days enter into budget conference. Please see the chart below for a comparison between the two chambers proposals.

*See below for Overall General Comparison Table.*

As we enter the back half of session, sub-committees will cease meeting, effectively chilling the progression of hundreds of pieces of legislation that have multiple committee stops remaining. Week 6 is when bills begin to die in large numbers. Dreams are dashed until the next legislative session. Although, common wisdom can be thrown out the window with supermajority's in both chambers. Be on the lookout for committee references being withdrawn and rules being waived if policies of importance to leadership are stalled for one reason or another.

State economists continued to fret about inflation, the housing market and Floridians dipping deeper into personal savings, while announcing this week that February general-revenue tax collections were \$6.6 million more than expected. The Legislature's Office of Economic & Demographic Research issued a report Wednesday that said state general-revenue collections in February totaled nearly

#### 2023 Legislative Session Important Dates

##### April 25th

50th Day rule - last day for regularly scheduled committee meetings



##### May 1st

55th Day rule: After the 55th day (April 30) of a regular session: no House bills on second reading may be taken up and considered by the House.



##### May 4th

58th Day rule - After the 58th day (May 3) of a regular session, the House may consider only: Returning Messages, Conference Reports, and Concurrent Resolutions.



##### May 5th

60th Day - Last day of Regular Session



[Florida Senate Calendar](#)



\$3.513 billion. That was \$6.6 million more than expected when the economists issued a forecast March 13. But it was \$582.3 million more than projected in a forecast issued in August. Sales taxes, driven in part by higher prices, were credited for 85 percent of the gain from the August forecast. Meanwhile, documentary-stamp taxes, which are collected on real-estate transactions, came in 21.4 percent lower than anticipated in August.

## OVERALL GENERAL COMPARISON TABLE

| Budget Comparison by Section                                       | House SFY 2023-24 | Senate SFY 2023-24 | \$ Difference House v. Senate (House- Senate) | % difference House v. Senate (House- Senate) |
|--------------------------------------------------------------------|-------------------|--------------------|-----------------------------------------------|----------------------------------------------|
| Section 1. Education                                               | \$3,156,143,737   | \$3,156,143,736    | \$1.00                                        | 0.00%                                        |
| Section 2. Education                                               | \$25,363,856,147  | \$25,606,185,742   | (\$242,329,595)                               | -0.95%                                       |
| Section 3. Health and Human Services                               | \$46,803,214,853  | \$47,325,422,409   | (\$522,207,556)                               | -1.10%                                       |
| Section 4. Criminal Justice and Corrections                        | \$5,734,190,339   | \$5,780,500,348    | (\$46,310,009)                                | -0.80%                                       |
| Section 5. Natural Resources/Environmental/ Growth /Transportation | \$21,604,946,082  | \$21,927,263,126   | (\$322,317,044)                               | -1.47%                                       |
| Section 6. General Government                                      | \$9,619,937,346   | \$9,187,667,396    | \$432,269,950                                 | 4.70%                                        |
| Section 7. Judicial Branch                                         | \$686,015,807     | \$682,341,048      | \$3,674,759                                   | 0.54%                                        |
| Total Budget                                                       | \$112,968,304,311 | \$113,665,523,805  | (\$697,219,494)                               | -0.61%                                       |

## Bills of Interest

### Drone Delivery Services

[HB 1071 \(Duggan\)](#) and [SB 1068 \(Collins\)](#) prohibit local governments from withholding issuance of a business tax receipt or development permit, or enacting or enforcing an ordinance or resolution that prohibits a drone delivery service's operation based on the location of the delivery service's drone port. As amended, the bills exempt drone ports, except for the stairwells, from the Florida Fire Prevention Code, including national codes and the Life Safety Code.

SB 1068 is on the Special Order Calendar in the Senate on 4/12/23. HB 1071 is on the agenda in its last committee of reference, Infrastructure Strategies Committee on 4/10/23.

### Natural Disasters

[SB 250 \(Martin\)](#) makes various changes regarding the preparation and response activities of state and local government when natural emergencies impact the state. Specifically, the bill encourages local governments to create emergency financial plans in preparation for major natural disasters. The bill provides that counties and municipalities cannot prohibit a resident from placing a temporary residential structure on their property for up to 36 months following a natural emergency under certain circumstances. SB 250 authorizes local governments to create specialized building inspection teams following a natural disaster, and requires local governments to expedite the issuance of permits following a natural disaster.

SB 250 has passed the full Senate. The bill is now in messages to the House. On Thursday, the House Commerce Committee released a Proposed Committee Bill (PCB), COM3, which is the companion bill to SB 250. COM3 is on the agenda in Commerce on 4/10/23.

## Calendar Announcement

Contact: [Resilience@FloridaDEP.gov](mailto:Resilience@FloridaDEP.gov)

### DEP Announces New Resilient Florida Grants Webinar Series

The [Resilient Florida](#) program will host an informational webinar series leading up to and during the 2023 grant application period. (July 1 - September 1)

The Resilient Florida program assists Florida communities in preparing for and dealing with the effects of sea level rise, especially coastal flooding, erosion and ecosystem changes. In order to best prepare communities for grant application opportunities, DEP is hosting a series of webinars.

#### Webinar 1

**What:** Florida Adaptation Planning Guidebook.

**When:** 10-11:30 a.m. EDT, April 19, 2023.

**How:** [Join online.](#)

#### Webinar 2

**What:** 62S-8 Program Guidance for Applicants.

**When:** 10-11:30 a.m. EDT, May 17, 2023.

**How:** [Join online.](#)

#### Webinar 3

**What:** Planning and Implementation Grant Q&A and Portal Navigation.

**When:** 10-11:30 a.m. EDT, June 21, 2023.

**How:** [Join online.](#)

#### Webinar 4

**What:** General Portal Q&A.

**When:** 10-11:30 a.m. EDT, July 26, 2023.

**How:** [Join online.](#)

Additional information, important dates and links to helpful webinars can be found on the DEP website at [Resilient Florida Resources](#).

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## Questions?

Contact [Angela M. Drzewiecki](#) or [Ryan E. Matthews](#)

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