



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
May 2, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact
2. 2023 Building Safety Month Proclamation 4
3. 2023 Mayor's State of the City Presentation
4. DarkSky Advocate Presentation 8

PUBLIC COMMENTS

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

APPROVAL OF AGENDA

BOARD APPOINTMENTS

1. Appointment to the CRA Advisory Committee 11

CONSENT AGENDA

1. Request Approval of Task Authorization with CPH, LLC for Lift Station Siting and Efficiency Optimization, and Sanitary Sewer Inflow/Infiltration (I&I) Investigations **13**
2. Request Approval of Task Authorization with Kimley-Horn Planning and Design Engineering Consultants for Modifications to Wastewater Treatment Plant No. 2 (WWTP#2) to Increase the Plant Permitted Capacity **21**
3. Request Approval of Agreement Between the City of Mount Dora and Electric Power Systems Related to Substation and Generating Station Maintenance Services **31**
4. Request Approval of Agreement Between the City of Mount Dora and Premier Power Maintenance Related to Substation and Generating Station Maintenance Services **61**
5. Request Approval of Amendment 1 to Agreement with M.T. Causley, LLC for On-call Building Services **92**
6. Request Approval of Amendment 3 to State Revolving Fund (SRF) Loan Agreement WW351470 **122**
7. Request Approval of Amendment 1 to the African American Cultural and Historical Grant Agreement **127**
8. Request Approval of Meeting Minutes **157**
 - a. April 18, 2023 Regular Session Minutes

ACTION ITEMS

RESOLUTIONS/ORDINANCES

PUBLIC HEARINGS

1. Request Approval of First Reading of **Ordinance No. 2023-06**, Amendment to Section 42.4 of the Mount Dora Code of Ordinances to allow Golf Carts on Certain City Streets **168**

DISCUSSION ITEM

1. Amendment of City of Mount Dora Land Development 3.5.14.4
Related to Draft New Model Homes

Addendum
Page 1

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- May 16, 2023, 6:00 PM, Regular Session
- May 22, 2023, 6:30 PM, Work Session: Joint Planning Agreements
- June 6, 2023, 6:00 PM, Regular Session
- June 12, 2023, 6:00 PM, Budget Workshop: 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: May 2, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: 2023 Building Safety Month Proclamation

Introduction:

This is a request for the Proclamation recognizing Building Safety Month 2023 to be read into record.

Discussion:

Building Safety Month is an international campaign celebrated in May to raise awareness about building safety. The International Code Council, its members, and a diverse partnership of professionals from the building construction, design, and safety communities come together with corporations, government agencies, professional associations, and nonprofits to promote building safety through proclamations, informational events, legislative briefings, and more. The City supports Building Safety Month because the residents, businesses, and visitors understand the need for safe and sustainable structures where we live, work, and play.

All communities need building codes to protect their citizens from disasters like fires, weather-related events, and structural collapse. Building codes are society's best way of protecting homes, offices, schools, manufacturing facilities, stores, and entertainment venues. Code officials work day in and day out to keep the public safe.

“Building Safety Starts with You!” is the theme for Building Safety Month 2023.



2023

It Starts with YOU!



BUILDING SAFETY IS...

PERSONAL

Week 1 (May 1-7)
Building Safety Starts at Home

Week 2 (May 8-14)
Building Safety Professionals and You

LOCAL

Week 3 (May 15-21)
Prepare Your Community

Week 4 (May 22-28)
Advocate for Your Community

GLOBAL

Week 5 (May 29-31)
Solving Challenges Together

Show your commitment to building safety and become a Building Safety Month sponsor.
Visit buildingsafetymonth.org/become-a-sponsor to learn more.

www.buildingsafetymonth.org

#BuildingSafety365



International Code Council family of solutions

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Budget Impact:

N/A

Strategic Impact:

GOAL 1: Economic Development
GOAL 2: Infrastructure / Public Safety

Recommendation:

Presentation only.

Attachment(s):

1. Proclamation Building Safety Month May 2023

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Vince Sandersfeld, Planning and Development Director
Jeanann Hand, City Clerk

Approved - 3/20/2023
Final Approval - 4/25/2023



PROCLAMATION

WHEREAS, Mount Dora is committed to recognizing that our growth and strength depend on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, tornadoes, wildland fires, and floods, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, *“Building Safety Starts with You!”* the theme for Building Safety Month 2023, encourages us all to raise awareness about the importance of building codes in ensuring safety in the spaces we live, work, play, and learn.

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

BUILDING SAFETY MONTH

In the City of Mount Dora, and hereby encourage all citizens to join us as we participate in Building Safety Month activities.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 2nd day of May, 2023.

Crissy Stile, Mayor

ATTEST:

Jeanann Hand, City Clerk



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

DATE: May 2, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: DarkSky Advocate Presentation

Introduction:

This is an opportunity for Council to view a presentation from the International Dark-Sky Association.

Discussion:

The International-Dark Sky Association encourages eco-friendly outdoor lighting and educates policymakers and the public about the importance of nighttime conservation.

The City of Mount Dora's Land Development Code currently incorporates International Dark-Sky Associate principals.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

N/A

Attachment(s):

1. Attachment #1 IDA-General-Brochure-English-06-2021

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, Planning and Development Director

Final Approval - 4/26/2023

OUR MISSION

To protect the night
from light pollution.

JOIN THE DARK SKY MOVEMENT

SINCE 1988,
the International Dark-Sky Association
has led the global movement to protect
the night from light pollution. Our impact
now reaches more than 51 countries with
members, advocates, and dark sky places
on every inhabited continent.

Protect the Night

ABOUT US

The International Dark-Sky Association fosters and empowers a global volunteer network that drives the worldwide dark sky movement by promoting eco-friendly outdoor lighting and educating policymakers and the public about the importance of nighttime conservation.

The IDA is a 501(c)(3) non-profit organization based in Tucson, Arizona USA.



Give Today

darksky.org/ways-to-give
+1-520-293-3198
contact@darksky.org

International Dark-Sky Association
5049 E Broadway Blvd, # 105
Tucson, AZ 85711 USA

darksky.org

Photo by Bettymaya Foott

Front panel photo by Shreenivasan Manivannan



INTERNATIONAL DARK-SKY ASSOCIATION

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LIGHT POLLUTION HURTS OUR PLANET

The inappropriate or excessive use of artificial light — known as light pollution — can have serious environmental consequences for humans, wildlife, and our climate.



LIGHT POLLUTION DEVASTATES WILDLIFE.

Plants and animals depend on Earth's daily light and dark cycle to govern life-sustaining behaviors. Research shows that artificial light at night has adverse and even deadly effects on many species.



LIGHT POLLUTION CAN MAKE YOU LESS SAFE.

There is no clear scientific evidence that increased outdoor lighting deters crime. Poor outdoor lighting can decrease personal safety by making victims and property more visible to criminals.



LIGHT POLLUTION MAY HARM YOUR HEALTH.

Studies suggest that artificial light at night negatively affects human health by increasing our risks for obesity, sleep disorders, depression, diabetes, breast cancer, and more.



LIGHT POLLUTION WASTES ENERGY AND MONEY.

As much as 50% of outdoor lighting is wasted, which increases greenhouse gas emissions, contributes to climate change, and renders us all more energy-dependent.



LIGHT POLLUTION ROBS US OF OUR HERITAGE.

Our ancestors experienced a night sky that inspired science, religion, philosophy, art, and literature. Now, millions of children across the globe will never know the wonder of the Milky Way.

LIGHT POLLUTION IS **REVERSIBLE!**

Unlike other forms of pollution, light pollution is a problem with solutions that are easy to implement. These solutions deliver immediate and lasting results.

SUCCESS STORY In 2018, the City of Tucson, Arizona, USA (population 500,000) upgraded its streetlights; by doing so, it saved \$2.2 million per year in energy costs and reduced light pollution by 7%.

Photo by: Bettymaya Foott

May 2, 2023 City Council Regular Session Agenda Packet

OUR PROGRESS



1,000+

More than 1,000 dark sky-certified lighting fixtures are available in the marketplace.

170+

IDA has designated more than 170 International Dark Sky Places, protecting over 110,000 sq km of dark places around the globe.

500+

IDA supports more than 500 volunteer advocates in 49 countries.

LIGHT TO PROTECT THE NIGHT



Follow IDA's Five Principles for Community Outdoor Lighting to reduce light pollution where you live.

MAKE SURE YOUR LIGHTING IS:

- 1 Useful**
Install lighting only when and where it's needed.
- 2 Targeted**
Shield your lights so they shine down on the ground, which reduces harmful glare and decreases skyglow.
- 3 Low Light Levels**
Light should be no brighter than necessary.
- 4 Controlled**
Use controls such as timers, dimmers, and motion sensors on outdoor lights.
- 5 The Appropriate Color**
Use warm color lights where possible. Limit the use of harmful blue wavelength lighting.

BEFORE

Photos by Richard Brien

AFTER



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

DATE: May 2, 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 a vacancy for District 2..

An appointee has been proposed for District 2. The proposed appointee's application is attached.

District 3 Councilmember: Cal Rolfson

District 3 Proposed Appointment: Barbara Hensinger.

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. Attachment #1 Application.Hensinger.Barbara.CRA.04.25.2023

Prepared by: Jeanann Hand, City Clerk



**CITY OF
MOUNT
DORA**

City Clerk

510 North Baker Street
Mount Dora, FL 32757
(352) 735-7126

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*

Barbara

Last Name*

Hensinger

Address1*

9019 Laurel Ridge

Address2

City*

Mt. Dora

State*

FL

Zip*

32757

Phone Number*

517-290-6779

Email Address*

b.L.Hensinger@gmail.com

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

Masters in Business, Director of Much
Dist Agriculture, President of Moon School
Board and licensed realtor - Florida,

Boards on which you wish to serve*

CRA - District 2

Upon Completion

Please submit to the City Clerk's Office. Feel free to include additional documentation you think may be relevant.

You may submit to clerk@cityofmoundora.com, mail to address at top of form, or drop it off in person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

* indicates a required field



510 N. Baker St.
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DATE: May 2, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization with CPH, LLC for Lift Station Siting and Efficiency Optimization, and Sanitary Sewer Inflow/Infiltration (I&I) Investigations

Introduction:

This is an opportunity for Council to approve life station siting and efficiency optimization, and sanitary sewer inflow/infiltration (I&I) investigations.

Discussion:

This is a request for City Council to authorize an investigation to find ways to improve operation of City lift stations through potential consolidation, reduction in numbers, and optimal siting to meet the needs of future development growth. Included is an investigation to discover priority sanitary sewer sections that require repair in order to reduce unwanted groundwater inflows to the City wastewater treatment plants.

Presently, the City maintains one master lift station located on Round Lake Road and 56 lift stations located inside and outside the City limits. CPH, Inc. has submitted an engineering proposal to evaluate the collection system and consolidate the lift stations in order to increase efficiency of the system and reduce overall maintenance and operation costs over time. Elimination of groundwater inflows is one way to recover sorely needed wastewater plant capacity. Assuming a 1.5 MGD plant wastewater treatment plant costs on the order of \$50M, recovery of as little as 0.1 MGD by reducing groundwater inflows has a huge value.

MGD = "million gallons per day".

Budget Impact:

A \$110,000.00 budget amendment is needed to initiate this investigation in fiscal year 2022-23.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Recommend that City Council approve the attached task authorization.

Attachment(s):

1. Task Authorization.CPH.LiftStations.Infiltration.Signed

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 - 3/26/2023

Approved - 3/27/2023

Approved - 4/26/2023

Approved - 4/26/2023

Final Approval - 4/26/2023

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between CPH, Inc., (Contractor) and the City of Mount Dora, approved under Resolution 2018-170, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$110,000.00

Budget Account Number: 421-1920-536.31-01

City Project Manager: Ethan Hand

Contractor: CPH, LLC.

Contractor Project Manager: Scott A. Breitenstein, P.E.

**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: 3/21/2023

Signature: 

Reviewed By:

Print: _____

Date: _____

Signature: _____

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name: Scott A. Breitenstein

Print Name:
Crissy Stile, Mayor

Signature: 

Signature: _____

Date: 3/20/2023

Date: _____



EXHIBIT A

SCOPE OF SERVICES

I. LIFT STATION OPTIMIZATION

Purpose:

The City of Mount Dora seeks to optimize the location and number of lift stations (L/S) operated by the City. The City is requesting CPH to review plans and maps in an effort to identify L/Ss that may be able to be taken out of service by re-routing flows from those stations to other L/Ss or collection systems. City has GIS that may be useful to CPH with our review.

CPH will not be modeling the sanitary sewer system but will be based on available pump station flow records, rainfall records, service populations, and other operation and maintenance documents available for review.

The Preliminary and final report will include recommendations for L/S optimization and will include exhibits and estimates on the work and cost required to eliminate specific lift stations within the City, if possible. No Survey work is proposed with the study. All recommendations will be based on plans review and coordination with the City.

I.1 Tasks - L/Ss Optimization:

1. Review plans and maps provided by the City to determine locations of all the City operated lift stations.
2. Identify potential lift stations as possible candidates for modification to remove the lift station.
3. Coordinate with the City to discuss the selected lift stations.
4. Visit the site(s) with the City to inspect the actual field conditions.
5. Prepare an exhibit depicting the proposed modifications required for each identified lift station that may be taken out of service.
6. Provide an Opinion of Probable Cost for each lift station that may be taken out of service.
7. CPH intends to submit a draft of the report to the City 90 days.

II. SANITARY SEWER EVALUATION STUDY

Purpose:

The City of Mount Dora seeks to identify the locations of the existing collection system where they believe they are experiencing I/I. The City is requesting CPH to review plans and maps of the City gravity sewer system that flows to L/S #22. The City has the capability to self-performing in-line videos of the gravity sewers to identify where specific issues exist, and CPH will use those videos to assist in making recommendations to correct the issues.

If needed, the City can hire a company to do the sanitary sewer cleaning and video service. No Survey work is proposed with this study. All recommendations will be based on plans, video review, and coordination with the City.

EXHIBIT A



Cont.

II.I Tasks - SSES

1. CPH will attend a project kick-off meeting to discuss the concerns about the current system
2. Review plans and maps provided by the City to verify the location and limits of the gravity sewer line connected to LS#22.
3. Review the provided videos of the gravity sewer lines in the study area (L/S#22).
4. CPH will prepare a report for each sewer line including recommendations on the following:
 - a. Point repair – remove and replace a subject portion of the gravity sewer line.
 - b. Full repair – remove and replace the entire run of gravity sewer line from manhole to manhole.
 - c. Pipe lining (in-line repair) – recommend a portion of a gravity sewer line to receive interior lining to repair the break or other issue with the sewer line.
 - d. Pipe lining (full lining) – recommend sewer lines which need to be fully lined in lieu of remove and replace. This will be based on location of the gravity sewer line, access to, and condition of the line.
5. Prepare an exhibit depicting the proposed locations of work required for repair/replacement.
6. Provide an Opinion of Probable Cost for each work location.
7. CPH will conduct a meeting to discuss the recommendations with the City.
8. CPH will revise the report based on comments received and send the final report for the City's.

Note: The City may have one of their CMARs do the repair work and if so CPH can assist the City, for additional services, in having the CMAR perform the recommended work. In addition, as other parts of the collection system are cleaned and videoed, CPH can review the videos and offer recommendations similar to this work for the area around L/S #22.

Exhibit B Sub-Contractors

1. None

Exhibit C Schedule

Upon issued notice to proceed, the estimated time to submit the draft report is 90 business days.

Exhibit D Compensation

MANPOWER BREAKDOWN

Mount Dora - Lift Station and I/I

Date

03/15/23

BY:

SAB

ITEM / DESCRIPTION	PRINCIPAL	P.E.	ENGINEER EI	SR PROJECT DESIGNER	ADMIN	TOTALS
	\$190.00	\$180.00	\$140.00	\$135.00	\$75.00	
ENGINEERING						
Lift Station Optimization						
Review plans and maps	8	10	32			\$7,800.00
Identify potential LS for modification	8	20	10			\$6,520.00
City coordination	8	16				\$4,400.00
Site visit(s)		36	20			\$9,280.00
Prepare exhibits of modifications	8	16	22	74		\$17,470.00
Preliminary report, OPC	8	8	24			\$6,320.00
City comments	4	4	8			\$2,600.00
Final report	8	8	24	30		\$10,370.00
Expenses						\$240.00
TOTAL LS Optimization	52	118	140	104	0	\$65,000.00
Sanitary Sewer Evaluation Study						
Review plans and maps	8	42	24			\$12,440.00
Review video of sewer lines		16	40			\$8,480.00
Preliminary report and exhibits	5	16	32	50		\$15,060.00
OPC		4	8			\$1,840.00
City Coordination meetings	8	8				\$2,960.00
Final report	4	4	16			\$3,720.00
Expenses						\$500.00
Total SS Evaluation	25	90	120	0	50	\$45,000.00
TOTAL FEE						\$110,000.00



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

DATE: May 2, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization with Kimley-Horn Planning and Design Engineering Consultants for Modifications to Wastewater Treatment Plant No. 2 (WWTP#2) to Increase the Plant Permitted Capacity

Introduction:

This is an opportunity for Council to approve a task authorization with Kimley-Horn for modifications to WWTP#2.

Discussion:

Capacity improvements at WWTP#2 are needed at this time. One way to gain permitted capacity is to modify the reject water storage component of the plant. Reject water storage is a requirement to assure the plant has capacity to retain a certain volume of water rejected by the treatment plant process. Presently, the reject water component at WWTP#2 is a limiting factor in the overall plant rated capacity.

To gain additional reject water capacity, the City intends to utilize the spray field site south of WWTP#2 for ground storage and percolation of the reject water. This project requires modifications to the current reject water storage tank and installation of a pipeline to transport the reject water to the sprayfield site.

This is a request for City Council to approve the Kimley Horn Task Authorization for design services to:

- Provide construction plans needed to modify the reject water component at WWTP#2. This will upgrade the current plant rating from 1.25 MGD to 1.5 MGD.
- Permitting services, bid assistance services, and construction phase services.

Budget Impact:

There is no impact on the FY2022-23 budget. The funds have been budgeted at GL 425-5555-580.63-01-WW2316.

Strategic Impact:

Objective 2.4 Sustain City Infrastructure.

Recommendation:

Recommend that Council amend the current fiscal year budget and approve the attached task authorization form to enable staff to procure the engineering work this fiscal year.

Attachment(s):

1. Task Authorization.KimleyHorn.WWPT2.Engineering.Signed-1

Prepared by: Jeanann Hand, City Clerk

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 - 4/25/2023

Approved - 4/25/2023

Approved - 4/26/2023

Approved - 4/26/2023

Final Approval - 4/26/2023

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Kimley Horn, (Contractor) and the City of Mount Dora, approved under Resolution 2018-170, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$151,919.74

Budget Account Number:

425-5555-580.63-01-WW2316

City Project Manager: Ethan Hand

Contractor: Kimley Horn

Contractor Project Manager: Nicole McConnell, P.E.

**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: 4/11/2023

Signature: 

Reviewed By:

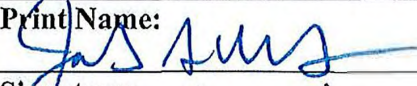
Print: _____

Date: _____

Signature: _____

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name: 

Signature: Jon Martin

Date: 4-11-23

Print Name:
Crissy Stile, Mayor

Signature:

Date:

Exhibit A Scope of Work

Kimley»Horn

Task 1 – Preliminary Design

Kimley-Horn will retain the services of a geotechnical engineering firm to evaluate the existing sprayfield site soil conditions. The evaluation will include pond loading to determine the infiltration rate at the site and size of the rapid infiltration basins (RIBs). The RIBs will be preliminarily sized to hold a volume of 3 million gallons, satisfying any reject requirements for the facility. The geotechnical evaluation will provide an estimated recovery time for the reject water to percolate into the ground. Kimley-Horn will retain the services of a surveyor to provide topographic survey on the sprayfield site as well as full right of way survey along U.S. 441. This route is intended to provide a dedicated reject water pipeline directly to the proposed RIBS from the treatment facility. A preliminary design will be developed for any sprayfield modifications, the proposed RIBs, and the proposed pipeline route between the sprayfield and WWTP No. 2. This task includes subconsultant coordination, conceptual design figures for the sprayfield and pipeline route, and one meeting with the City to discuss findings.

Task 2 – Final Design Services

2a. Sprayfield Site Design

Based on the design identified in Task 1, Kimley-Horn will prepare construction plans for the sprayfield modifications to accommodate the proposed RIB design.

2b. Pipeline Design

A new reject pipeline between the WWTP No. 2 and the sprayfield will be required to handle at least one day of reject flow. The rerate of the facility is projected to be up to 1.5 MGD, but the facility will ultimately need a reject capacity of 3.0 MGD so the pipeline will be upsized to accommodate future needs. The pipeline will be approximately 4,000 linear feet in length, and it expected to be 12-inches in diameter. Modifications to on-site piping at the sprayfield are included in this task.

2c. WWTP No. 2 Modifications Design

Design at the WWTP No.2 include modifications to the existing Ground Storage Tank (GST) and site piping. The existing GST includes a 1.25 million gallon (MG) reject inner tank that will no longer be required. This 1.25 MG tank will be used as additional reclaimed water storage. Kimley-Horn will review existing as-builts to determine required GST and piping modifications. The existing reject transfer pumps are expected to handle revised pumping conditions and no upgrades are included in this scope.

The plan sheets will be prepared on 11"x17" half sized sheets. Kimley-Horn will submit 60% plans to the City for review and comment prior to developing 90%, then final bid ready plans

Exhibit A Cont.

Kimley»Horn

for submittal to the City. Kimley-Horn will respond to one (1) round of comments from the City at each submittal stage. Technical specifications are included. Front End specifications shall be provided by the City.

Task 3 – Permitting Services

Two permits are expected to be required for construction. Kimley-Horn will prepare an FDOT Right of Way permit for construction along US 441 and a FDEP Operating Permit Renewal for re-rating the WWTP. Kimley-Horn will develop an update to the Capacity Analysis Report (CAR) per FDEP requirement for FAC Chapter 62-600.405. The CAR will evaluate the capacity of the WWTP No. 2 against the permitted and design capacities. The report will provide an estimate of time to reach permitted capacity, and recommendations for upgrades. The report will also include an update to the flow and loading information contained in the recent preliminary design reports. Kimley-Horn will submit FDEP Permit Application Form 1 – General Information and FDEP Permit Application Form 2A – Domestic Wastewater Facilities for the operating permit renewal.

The scope consists of preparation of the permit applications, along with supporting documents and response to a maximum of two reasonable requests for additional information. All permit application fees will be paid by the Client. A permit for the reject water main is not required.

Task 4 – Bid Assistance Services

Kimley-Horn will prepare one (1) opinion of probable construction cost and one (1) contractor bid tabulation form for the Project for use by the City during the bidding process. Kimley-Horn will attend one (1) pre-bid meeting and provide input as directed by the City. Kimley-Horn will prepare responses to questions submitted by the contractors to the City during the bidding period.

Task 5 – Construction Phase Services

- A. Kimley-Horn will coordinate a Pre-Construction Conference prior to the commencement of work at the site.
- B. Kimley-Horn will review shop drawings, samples, and other data that the Contractor is required to submit based on permit conditions, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or related safety precautions and programs.
- C. Kimley-Horn will review requests for information (RFIs), monthly pay applications, change orders, and other appropriate correspondence from the Contractor and will coordinate with the City on approvals and responses.

Exhibit A Cont.

Kimley»»Horn

- D. Kimley-Horn will attend monthly construction progress meetings for the duration of the project (estimated at one per month for twelve months). Kimley-Horn will issue electronic meeting minutes and project updates following each progress meeting.
- E. Kimley-Horn will review and compile construction records including as-builts, shop drawings, O&M manuals, and engineer record drawings following completion of construction. Kimley-Horn will assist the City in the preparation of certification and close-out documents for applicable FDEP Permits. Kimley-Horn will submit record drawings and certification submittals to FDEP upon receipt of documentation from the Contractor.

Project Deliverables

- Preliminary Design Figures
- Construction Plans and Specifications

Additional Services

Any other services, including but not limited to the following, are not included in this Agreement:

- Pumping Improvements
- Electrical
- Environmental

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By the Client

The City will provide the following information, upon which Kimley-Horn can rely:

- Utility Maps (GIS)
- As-Builts

Fee and Billing

Kimley-Horn shall provide the services described for the total lump sum fee of \$151,919.74. All permitting, application, and similar project fees will be paid directly by the Client.

Exhibit B Sub-Contractors

1. Ardaman and Associates
2. L&S Diversified

Exhibit C Schedule

Upon issued notice to proceed, the estimated time for completion is 12 months.

Exhibit D Compensation

ATTACHMENT A-1 Mount Dora WWTP 2 RIB Improvements COST SUMMARY

Task	Labor Totals	Hours Costs	Expenses	Subconsultant Fees	Total Costs
Task 1 - Preliminary Design	84	\$16,180.00	\$744.28		\$16,924.28
Task 1a - Subconsultants				\$33,000.00	\$33,000.00
Task 2 - Final Design	268	\$41,500.00	\$1,909.00		\$43,409.00
Task 3 - Permitting	92	\$15,220.00	\$700.12		\$15,920.12
Task 4 - Bidding Services	59	\$10,690.00	\$491.74		\$11,181.74
Task 5 - Construction Administrative Services	180	\$30,100.00	\$1,384.60		\$31,484.60
Project Totals		\$113,690.00	\$5,229.74	\$33,000.00	\$151,919.74

Exhibit D Cont.

ATTACHMENT A-2 Mount Dora WWTP No. 2 RIB Improvements LABOR COSTS

Task	Principal Engineer		Senior Professional		Professional		Technical		Administrative		Labor Totals	
	Rate	\$300.00	Rate	\$240.00	Rate	\$150.00	Rate	\$125.00	Rate	\$70.00	Hours	Costs
	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
Task 1 - Preliminary Design	12	\$3,600.00	28	\$6,720.00	32	\$4,800.00	4	\$500.00	8	\$560.00	84	\$16,180.00
Data Analysis	4	\$1,200.00	8	\$1,920.00	12	\$1,800.00	2	\$250.00	4	\$280.00		
Hydraulic Evaluation	2	\$600.00	8	\$1,920.00	12	\$1,800.00	2	\$250.00	4	\$280.00		
Field Investigations	4	\$1,200.00	8	\$1,920.00	4	\$600.00						
Meetings	2	\$600.00	4	\$960.00	4	\$600.00						
Task 2 - Final Design	14	\$4,200.00	38	\$9,120.00	100	\$15,000.00	92	\$11,500.00	24	\$1,680.00	268	\$41,500.00
Plans	4	\$1,200.00	12	\$2,880.00	40	\$6,000.00	80	\$10,000.00	4	\$280.00		
Specs	4	\$1,200.00	12	\$2,880.00	40	\$6,000.00	4		8	\$560.00		
OPCC	4	\$1,200.00	8	\$1,920.00	12	\$1,800.00	4		8	\$560.00		
Meetings	2	\$600.00	6	\$1,440.00	8	\$1,200.00	4		4	\$280.00		
Task 3 - Permitting	4	\$1,200.00	16	\$3,840.00	56	\$8,400.00	12	\$1,500.00	4	\$280.00	92	\$15,220.00
FDEP Operating Permit	2	\$600.00	8	\$1,920.00	40	\$6,000.00	4	\$500.00	2	\$140.00		
FDOT Right of Way Permit	2	\$600.00	8	\$1,920.00	16	\$2,400.00	8		2	\$140.00		
Task 4 - Bidding Services	8	\$2,400.00	12	\$2,880.00	28	\$4,200.00	8	\$1,000.00	3	\$210.00	59	\$10,690.00
Prebid Meeting	2	\$600.00	4	\$960.00	4	\$600.00			1	\$70.00		
Bidder RFI Responses	4	\$1,200.00	4	\$960.00	16	\$2,400.00	8	\$1,000.00	1	\$70.00		
Bid Review and Recommendation	2	\$600.00	4	\$960.00	8	\$1,200.00			1	\$70.00		
Task 5 - Construction Administrative Services	10	\$3,000.00	44	\$10,560.00	80	\$12,000.00	24	\$3,000.00	22	\$1,540.00	180	\$30,100.00
Progress Meetings	2	\$600.00	12	\$2,880.00	24	\$3,600.00			4	\$280.00		
Project Coordination	2	\$600.00	8	\$1,920.00	8	\$1,200.00	4	\$500.00	4	\$280.00		
RFI Responses	2	\$600.00	8	\$1,920.00	20	\$3,000.00			4	\$280.00		
Shop Drawing Review	2	\$600.00	8	\$1,920.00	20	\$3,000.00			8	\$560.00		
Record Drawings	2	\$600.00	8	\$1,920.00	8	\$1,200.00	20	\$2,500.00	2	\$140.00		
Project Totals	48	\$14,400.00	138	\$33,120.00	296	\$44,400.00	140	\$17,500.00	61	\$4,270.00	683	\$113,690.00



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

DATE: May 2, 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 Electric Power Systems Related to Substation and Generating Station Maintenance Services

Introduction:

This is an opportunity for City Council to approve the agreement between the City of Mount Dora and Electric Power Systems 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 Electric Power Systems, 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:

Request Approval of Agreement between the City of Mount Dora and Electric Power Systems related to substation and generating station maintenance services

Attachment(s):

1. Electric Power Systems - 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 - 4/24/2023
Approved - 4/25/2023
Final Approval - 4/26/2023

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 ELECTRIC POWER SYSTEMS, 3806 Laboose Place, Sanford, Florida 32771, 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: Electric Power Systems
3806 Laboose Place
Sanford, Florida 32771

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

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

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

CITY CLERK: JEANANN HAND

510 NORTH BAKER STREET

MOUNT DORA, FL 32757

(352) 735-7126

HANDJ@CITYOFMOUNTDORA.COM

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

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

SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

SECTION 15. SOVEREIGN IMMUNITY.

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

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

SECTION 16. TERMINATION.

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

SECTION 17. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

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

SECTION 18. ELECTRONIC SIGNATURE.

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

Signatures on Following Page

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

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Sherry G. Sutphen
City Attorney

CONTRACTOR
Electric Power
Systems International, Inc.

George Bratkiv

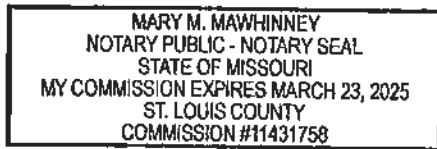
Print: George Bratkiv

Title: President

STATE OF ~~FLORIDA~~ Missouri
COUNTY OF St. Louis

The foregoing instrument was acknowledged before me by means of [] physical presence or ~~Online~~ notarization of George Bratkiv, as President, of EPSI, who personally swore or affirmed that he 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 take an oath this 12th 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
Electric Power Systems



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 Enterprises	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 FMFA 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 _____ % for payment made within _____ days of delivery. Payment terms are net 30 days from receipt of approved invoice.

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	_____	_____
	_____	_____

Respectfully submitted:

Company Name: Electric Power Systems

Signature: Josh Matthews

(Authorized Representative)

Josh Matthews
(Type or Print Name of Signer)

Address:

E-Mail Address: j.matthews@cpsii.com
Telephone Number: 407-518-6424 / 407-801-6541
Toll Free Number: N/A
Date: NOV 1, 2022

BF - 1

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)	\$0.00	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)	\$126.00		\$504.00	\$504.00	\$504.00	\$0.00	\$0.00	
		ZONE 2	City of Bartow	City of Wauchula				
			\$378.00	\$504.00				
* NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein. 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 _____		ZONE 3	City of Clewiston	City of Homestead				Ft. Pierce Utilities Authority
			\$756.00	\$1,008.00				\$504.00
		ZONE 4	Keys Energy Services					
			\$1,764.00					
ZONE 5	Town of Havana							
	\$1,134.00							
Miscellaneous Charges:	Charge (\$)	Comments:						
Charge if work is cancelled prior to mobilization	\$0.00	Travel rates above are round trip per person. Crew makeup will be determined by job specific factors including schedule and safety factors.						
Charge if work is cancelled after mobilization	T&M Rates							
Breakdown and setup costs	T&M Rates	Jobs lasting two weeks or longer will incur travel charges every two weeks per person.						
Per diem rate if overnight stay is required	GSA	GSA rates for lodging and per diem. https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup						
Mark-up rate for materials	10%							
Storm/Emergency-related response rate	OT Rate	Storm/Emergency rates applicable for first 48 hours. Then RT rates apply.						
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	\$145.00		Relay technician rates.
Overtime Hourly Cost for Technician	\$196.00		We are submitting these rates our relay technicians.
Premium Hourly Cost for Technician	\$196.00		
Hourly Cost (Straight Time) for Technician Supervisor	\$155.00		
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician	\$126.00		NETA certified equipment technician rates.
Overtime Hourly Cost for Electrician	\$166.00		We are submitting these rates for our equipment technicians under electrician.
Premium Hourly Cost for Electrician	\$166.00		
Hourly Cost (Straight Time) for Electrician Supervisor	\$140.00		

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

Electric Power Systems 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.

Josh Matthews
Vendor's Signature

11/2/2022
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:

Company Name: Electric Power Systems

By: Josh Matthews
(Authorized Person's Signature)

Josh Matthews
(Print or type name and title of signer)

Company Address: 3806 Labowe Place, Sanford, FL, 32771

Telephone Number: 407-578-6424

Toll Free Number: N/A

Fax Number: 407-578-6408

Date: Nov 2, 2022

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, Electric Power Systems 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.

Josh Matthews
Signature of Contractor's Authorized Official

Josh Matthews / Sales Manager
Name and Title of Contractor's Authorized Official

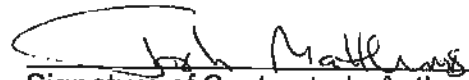
11/2/2022
Date

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

Josh Matthews / Sales Manager

Name and Title of Contractor's Authorized Official

Nov 2, 2022

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 2 day of Nov, 2022

Proposer Electric Power Systems

By Josh Matthews
Signature

Josh Matthews
Printed or Typed Name

Title Sales Manager

Complete Business Address of Proposer: 3806 Caboose Place
Sanford, FL, 32711

State of Incorporation Florida

Complete Address of Principal Office 21 Millpark Court
Maryland Heights, MO, 63043

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Josh Matthews
3806 Caboose Place
Sanford, FL, 32711

Telephone (407) 578-6424
407-509-6541

Fax (407) 578-6408

E-Mail jmatthews@eps11.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 Seminole

Before me, the undersigned authority, personally appeared Josh Matthews, who, being by me first duly sworn, made the following statement:

1. The business name and address of Electric Power Systems
[name of bidder or contractor]

is 2806 Labasse Place, Sanford, FL 32771

2. My relationship to Electric Power Systems
[name of bidder or contractor]

is Sales 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.]

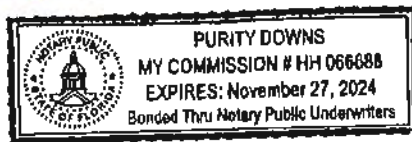
Sworn to and subscribed before me in the state and county first mentioned

above on the 2 day of Nov, 2022



Notary Public

(Affix Seal)



Nov 27, 2024
My Commission Expires

Purity Downs
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

Electric Power Systems
Firm

Nov 2, 2022
Date

Josh Matthews
Authorized Signature

Sales Manager
Officer Title

Josh Matthews
Printed or Typed Name

AOC - 7



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

DATE: May 2, 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 Premier Power Maintenance Related to Substation and Generating Station Maintenance Services

Introduction:

This is an opportunity for City Council to approve the agreement between the City of Mount Dora and Premier Power Maintenance 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 Premier Power Maintenance, 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 FMPPA criteria. All suppliers agreed to bid pricing and the terms and conditions within the FMPPA 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:

Request Approval of Agreement between the City of Mount Dora and Premier Power Maintenance related to substation and generating station maintenance services.

Attachment(s):

1. Piggyback Agreement. Premier Power Maintenance. SGS (PPM SIGNED)

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 - 4/24/2023
Approved - 4/25/2023
Final Approval - 4/26/2023

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 PREMIER POWER MAINTENANCE, 4035 Championship Drive, Indianapolis, Indiana 46268, 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: Premier Power Maintenance
4035 Championship Drive
Indianapolis, Indiana 46268

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

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

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

**CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM**

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

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

SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

SECTION 15. SOVEREIGN IMMUNITY.

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

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

SECTION 16. TERMINATION.

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

SECTION 17. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

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

SECTION 18. ELECTRONIC SIGNATURE.

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

Signatures on Following Page

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

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Sherry G. Sutphen
City Attorney

CONTRACTOR

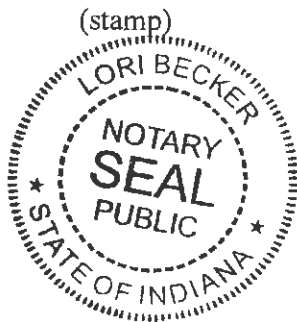


Print: Kyle Heron

Title: Client Solutions Specialist

Indiana
STATE OF ~~FLORIDA~~
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Kyle Heron, as Client Solutions Specialist of Premier Power Maintenance who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced N/A as identification, and who ~~did~~ did not take an oath this 20 day of April, 2023.



Lori K. Becker
NOTARY PUBLIC
Commission # NP0748132
My commission expires on
April 9, 2031

Exhibit “A”
Cooperative Contract
Award Memorandum dated January 30, 2023,
issued by Florida Municipal Power Agency listing
Premier Power Maintenance



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 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: Premier Power Maintenance

Signature: 

(Authorized Representative)

Kyle Heron

(Type or Print Name of Signer)

Address: 4035 Championship Dr

Indianapolis, IN 46268

E-Mail Address: Kyle.Heron@Premierpower.us

Telephone Number: 317-439-9851

Toll Free Number: _____

Date: November 3, 2022

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)	\$2.10	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)	\$102.60/ hr		9Hr/ 550 mi	9Hr/ 540 mi	8Hr/ 500mi	3Hr/ 305Mi	7Hr/ 375 Mi	
		ZONE 2	City of Bartow	City of Wauchula				
			3Hr/ 150 Mi	1H/ 100 Mi				
* NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein. 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. <u> N/A </u>		ZONE 3	City of Clewiston	City of Homestead				Ft. Pierce Utilities Authority
			3Hr/ 160 Mi	6Hr/ 400Mi				5Hr/ 250 Mi
		ZONE 4	Keys Energy Services					
			10Hr/ 600 Mi					
ZONE 5	Town of Havana							
	12Hr/ 770 Mi							
Miscellaneous Charges:	Charge (\$)	Comments:						
Charge if work is cancelled prior to mobilization	5%	*Per Diem will be based on current GSA rates for City/ County work is being executed.						
Charge if work is cancelled after mobilization	5% plus Mob cost	*Mileage for mobilization to each city is based on (1) round-trip.						
Breakdown and setup costs	T&M	*Standard crew-size for most mobilizations will be (2) technicians, unless otherwise stated.						
Per diem rate if overnight stay is required	*GSA	*Emergency rates apply for the first (24) hours. Following that period, regular rates apply.						
Mark-up rate for materials	15%	*For any work canceled after mobilization, customer will be charged mobilization, plus 5% of project.						
Storm/Emergency-related response rate	1.25x							
Additional charges (please provide explanation)								

FLORIDA MUNICIPAL POWER AGENCY
Substation and Generating Station Maintenance Services - Bid Form

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician	\$136.80		
Overtime Hourly Cost for Technician	\$191.20		
Premium Hourly Cost for Technician	\$246.40		
Hourly Cost (Straight Time) for Technician Supervisor	\$144.80		
Hourly Charges:			
Hourly Cost (Straight Time) for Electrician	\$125.60		
Overtime Hourly Cost for Electrician	\$176.00		
Premium Hourly Cost for Electrician	\$225.60		
Hourly Cost (Straight Time) for Electrician Supervisor	\$136.80		

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 Premier Power Maintenance Corporation 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

November 3, 2022

Date

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

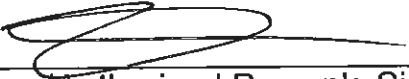
AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2022-034

 We DO NOT take exception to the Bid Specifications.

✓ We TAKE exception to the Bid Specifications as follows:

Please find the included continuation of the Affidavit of Compliance on the next page

Company Name: Premier Power Maintenance

By: 
(Authorized Person's Signature)

Kyle Heron

(Print or type name and title of signer)

Company Address: 4035 Championship Dr, Indianapolis, IN 46268

Telephone Number: 317-439-9851

Toll Free Number: (317) 879-0660

Fax Number: _____

Date: November 3, 2022

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

AFFIDAVIT OF COMPLIANCE

FMPA ITB # 2022-034

(Continuation from RFP Packet- Premier Power Maintenance)

- Our submission does not include pricing for HVAC, Trenching, Control House Repairs, or Fence-Work.
- Per Diem will be based on current GSA rates for City/ County work is being performed.
- Mileage for each mobilization is reflected a (1) round-trip.
- Standard crew-size for each mobilization is based on (2) technicians for most tasks, unless otherwise stated.
 - Mobilizations for a single technician requires the presence of (1) utility member representative to be onsite.
 - The following tasks can be performed by a (1) technician
 - Infrared Scanning
 - Substation Site Inspection
 - Off-site breaker- reconditioning
- Emergency rates of 1.25x standard rates will be applied to emergency call-out for the first 24 hours. After the first 24 hours, standard rates will apply.
- For any work cancelled less than (1) week before execution, customer will be charged 5% of the project cost.
 - If work is cancelled after mobilization, customer will also be charged mobilization.
- We request that prior to the work, we've provided a copy of the Schedule to ensure we're able to meet the deadlines. In addition, we request to add the following language "However, if Contractor is assessed liquidated damages, the liquidated damages shall not exceed 5% of the applicable Work Order."
- In case of any repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

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, Premier Power Maintenance 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

Kyle Heron

Name and Title of Contractor's Authorized Official

11/3/22

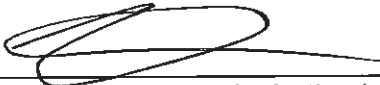
Date

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

Kyle Heron- Client Solutions Specialist

Name and Title of Contractor's Authorized Official

11/3/22

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 Miami, FL this 3 day of November, 20 22.

Proposer Premier Power Maintenance

By  Kyle Heron
Signature Printed or Typed Name

Title Client Solutions Specialist

Complete Business Address of Proposer: 4035 Championship Dr
Indianapolis, IN 46268

State of Incorporation Indiana

Complete Address of Principal Office 4035 Championship Dr
Indianapolis, IN 46268

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Kyle Heron
4035 Championship Dr
Indianapolis, IN 46268

Telephone (317) 439-9851 Fax ()
E-Mail Kyle.Heron@premierpower.us

**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 Miami Dade

Before me, the undersigned authority, personally appeared Kyle Heron, who, being by me first duly sworn, made the following statement:

1. The business name and address of Premier Power Maintenance
[name of bidder or contractor]
is 4035 Championship Dr, Indianapolis, IN 46268.
2. My relationship to Premier Power Maintenance
[name of bidder or contractor]
is Authorized 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.]

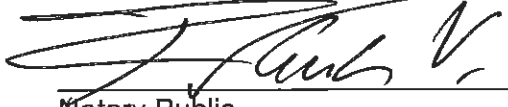
7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. 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 3 day of NOVEMBER, 20 22



Notary Public

(Affix Seal)



FRANK VELASQUEZ
Commission # HH 061827
Expires March 7, 2025

03-07-2025
My Commission Expires

FRANK VELASQUEZ
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:

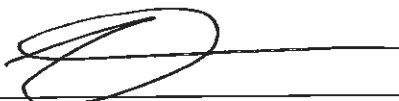
Project: FMPA ITB# 2022-034

Premier Power Maintenance

Firm

November 3, 2022

Date



Authorized Signature

Client Solutions Specialist

Officer Title

Kyle Heron

Printed or Typed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2022

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 DIMOND BROS. INSURANCE LLC 11708 North College Ave. Carmel IN 46032		CONTACT NAME: Kari Hendrix PHONE (A/C, No, Ext): (317) 853-3554 FAX (A/C, No): (317) 853-3501 E-MAIL ADDRESS: kari.hendrix@dimondbros.com	
INSURED Premier Power Maintenance Corporation 4035 Championship Dr. Indianapolis IN 46268		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company INSURER B: Amerisure Insurance Co. INSURER C: Hanover Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 23396 19488 22292	

COVERAGES

CERTIFICATE NUMBER: 22-23 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			CPP20509851402	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA20509871401	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CU20509881402	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	☒ 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	WC205098614	01/01/2022	01/01/2023	☒ 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
C	Rented/Leased Equipment Installation Floater			IHWH458209	01/01/2022	01/01/2023	120,000 Ded: 1,000 1,000,000 Ded: 1,000

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 8553 Commodity Circle Orlando FL 32819	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 
---	--



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

DATE: May 2, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amendment 1 to Agreement with M.T. Causley, LLC for On-call Building Services

Introduction:

This is a request for City Council to approve the Contract Amendment with M.T. Causley, LLC for On-Call Building Services.

Discussion:

The City of Mount Dora Building Divisions of the Planning and Development Department is tasked with enforcing the provisions of the Florida Building Code, the Florida Fire Prevention Code and portions of the City of Mount Dora Code of Ordinances as well as permitting, plan review, inspections and certifying occupancy, related to new construction and additions and/or alterations to existing structures within the City limits. the Building Division has determined that it is necessary to have an on-call providers to handle building inspections, plans review and building official duties on an as needed basis to provide time building services to the public in a timely manner. Currently there are a number of large scale construction projects underway in the City of Mount Dora, including, Timeberwalk, Seasons at Wekiva Ridge, along with ongoing construction phases in the Lakes of Mount Dora, and other commercial construction such as Longhorn Restaurant, Culvers Restaurant, mini-warehouse, Christian Brothers Automotive, Ale-House, and three hotel projects.

On May 4, 2021, City Council approved Resolution No. 2021-46 for the Piggyback Contact with M.T. Causley, LLC - Attachment "1". Staff recommends renewal of piggyback with Astatula's contract to ensure the City receives a competitive price and required services. The contract services are as-needed, depending upon permitting reviews and inspections to ensure the highest level of services is obtained.

Budget Impact:

There is no Impact on the FY 22-23 Building Department Budget Professional Services GL #123-1630-524.31-01. There are sufficient funds to cover services rendered under this contract.

Strategic Impact:

Economic Development, Public Safety and on-going building permit inspection to ensure the level of services is being maintained.

Recommendation:

The City Council approve M.T. Causley, LLC First Amendment to the Piggyback Contract and authorized the Mayor to execute documents on behalf of the City.

Attachment(s):

Attachment #1: Resolution 2021-46

Prepared by:	Adam Sumner, CRA Administrator	
Reviewed by:	Vince Sandersfeld, Planning and Development Director	Approved - 4/12/2023
	Aneta Barton, Budget Director	Approved - 4/12/2023
	Marilyn Douglas, Purchasing Manager	Approved - 4/12/2023
	Sherry Sutphen, City Attorney	Approved - 4/26/2023
	Jeanann Hand, City Clerk	Approved - 4/26/2023
	Patrick Comiskey, City Manager	Final Approval - 4/26/2023

ATTACHMENT #1

RESOLUTION NO. 2021-46

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO BUILDING INSPECTION SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AND AUTHORIZATION TO EXECUTE PIGGYBACK AGREEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Building Department is tasked with enforcing the provisions of the Florida Building Code, the Florida Fire Prevention Code and portions of the City of Mount Dora Code of Ordinances as well as permitting, plan review, inspections and certifying occupancy, related to new construction and additions and/or alterations to existing structures within the City limits; and

WHEREAS, the City has determined that it is necessary to utilize the services of an outside contractor to assist the Building Department with performing building inspections, plans review and building official duties on an as needed basis in order to provide services to the public in a more timely manner; and

WHEREAS, in March of 2020, the Town of Astatula, Florida, competitively solicited and negotiated an agreement with M.T. Causley, LLC, for building inspection services; and

WHEREAS, the City of Mount Dora desires to enter into a contract with M.T. Causley, LLC, under the same terms and applicable conditions as that agreement executed by the Town of Astatula, Florida; and

WHEREAS, Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by the Town of Astatula and the agreement resulting therefrom; and

WHEREAS, pursuant to the City's Purchasing Policy, "piggyback" purchases and contracts are permitted; and

WHEREAS, the City has determined that in this circumstance, entering into a cooperative purchase agreement with M.T. Causley, LLC, is the most economically advantageous way for the City to procure this service.

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 Piggyback Agreement and Authorization to Execute.

The Piggyback Agreement, between the City of Mount Dora and M.T. Causley, LLC, attached hereto as **Exhibit “A”** is hereby approved. The Mayor is authorized to execute the Piggyback Agreement on behalf of the City.

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 building inspection services, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

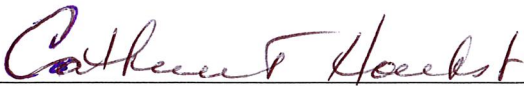
SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

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

Signatures on Following Page

PASSED AND ADOPTED this 20th day of April, 2021.


CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:


GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

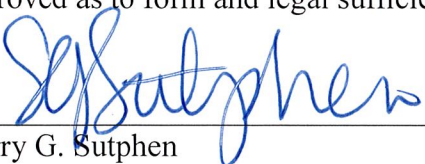

Sherry G. Sutphen
City Attorney

Exhibit “A”
to Resolution 2021-46
Piggyback Agreement for Building Inspection Services
between the City of Mount Dora and
M.T. Causley, LLC

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 M.T. Causley, LLC, a Florida limited liability company, 866 Ponce de Leon Boulevard, 2nd Floor, Coral Gables, Florida 33134, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Professional Services Agreement between the Town of Astatula and the CONTRACTOR, executed by the CITY on March 9, 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 Town of Astatula through Request for Proposals for Building Inspection Services; 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 initial term of this Agreement shall be one (1) year from the date of approval by the CITY and shall be automatically renewed thereafter for periods of one (1) year unless sooner terminated by 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. DELETION OF CONTRACT PROVISIONS.

Paragraph 22 of the Cooperative Contract is hereby deleted in its entirety and shall have no force or effect on the parties hereto.

SECTION 5. 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
RevellC@ci.mount-dora.fl.us

Copy to: Bell & Roper, P.A.
City Attorney
510 N. Baker Street
Mount Dora, Florida 32757
Ssutphen@bellroperlaw.com

CONTRACTOR: M.T. Causley, LLC
866 Ponce de Leon Boulevard, 2nd Floor
Coral Gables, Florida 33134

SECTION 6. 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 third-party claims for 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 third-party 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: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@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. 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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 4th day of May, 2021.

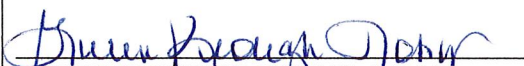
CITY OF MOUNT DORA



CATHERINE T. HOECHST

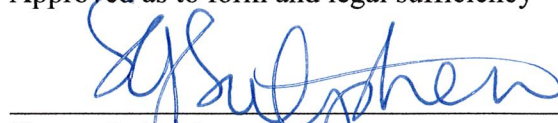
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry G. Sulphen, City Attorney

CONTRACTOR


Print: Michael T. Causley

Title: President

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Michael T. Causley, as President of M.T. Causley, 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 as identification, and who did/did not take an oath this 20 day of April, 2021.

(stamp)


NOTARY PUBLIC

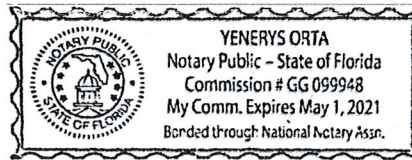


Exhibit "A"
Cooperative Contract between
The Town of Astatula and M.T. Causley, LLC

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF ASTATULA
AND M.T. CAUSLEY, LLC – A SAFE BUILT COMPANY**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Town of Astatula (“Municipality”) and M.T. Causley, LLC, a Florida limited liability company, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, on January 29, 2020, Municipality issued Request for Proposal for Building Inspection Services (“RFP”); and

WHEREAS, on February 10, 2020, a recommendation was made to the Town Council regarding the top ranked Firm, approving the award of the RFP to Consultant; and

WHEREAS, Municipality desires to retain Consultant to perform Building Inspection Services; and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant was selected pursuant to RFP for Building Inspection Services. To the extent of inconsistencies with this Agreement or the RFP, the terms and conditions in the RFP shall prevail.

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, Agreement shall automatically renew for twelve (12) month terms; unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed and approved by Municipality up to and including the date of termination

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Municipality's sole remedy and Consultant's sole obligation in the event of failure to perform Services in accordance with the terms of this Section shall be re-performance of the services by Consultant.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. As Consultant is an independent contractor, Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

Consultant and Municipality agree that Consultant will be free to contract for similar service to be performed for other employers while under contract with Municipality. Consultant is not an agent or employee of Municipality and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Municipality provides for its employees. Consultant shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharge or any other condition of employment. Consultant employees are not subject to the direction and control of Municipality. Any provision in this Agreement that may appear to give Municipality the right to direct Consultant as to the details of doing the work or to exercise a measure of control over the work means that Consultant will follow the direction of the Municipality as to end results of the work only.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant.

13. RESERVED.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in an anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making

improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this

Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Graham Wells, CMC Town Clerk, Finance Officer 25009 CR 561, P.O. Box 609, Astatula, FL 34705	Tom Walsh, Account Manager M.T. Causley, LLC 18001 Gulf Blvd Redington Shores, FL 33708 Mike Causley 866 Ponce de Leon Blvd., 2nd Floor Coral Gables, FL 33134

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Lake County Code of Ethics and investigation and/or audit by the Lake County Inspector General. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

29. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.

E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Clerk Office: Graham Wells Address: 25019 County Rd 561, Astatula, FL 34705	Phone: (352) 742-1100 Email: gwells@astatula.org
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30. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Florida and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

31. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the

original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

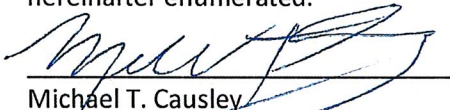
33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

The undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Michael T. Causley
M.T. Causley, LLC – A SAFEbuilt Company

3/24/2020

Date



Signature

3/9/2020

Date

Mitchell Mack, Mayor
Town of Astatula

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- ✓ Manage and help administer the department and report to Municipality's designated official
- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities – as needed

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

2. COMMUNITY CORE SYSTEMS TERMS AND CONDITIONS

- ✓ Provide Community Core in accordance with the terms, and conditions of Exhibit C.

3. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents
- ✓ Municipality will provide a monthly activity report that will be used for monthly invoicing

- ✓ Municipality will provide zoning administration for projects assigned to Consultant
- ✓ Municipality will provide codes books for front counter use
- ✓ Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

4. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding Municipal holidays.

- ✓ Services will be performed two (2) days a week, two (2) hours per day minimum
- ✓ Building Official will be on-site at the Municipal offices as mutually agreed upon
- ✓ Inspectors will be dispatched on an as-needed basis
- ✓ Consultants representative(s) will be on-site weekly based on activity levels
- ✓ Consultants representative(s) will be available by cell phone and email
- ✓ Consultants representative(s) will meet with the public by appointment
- ✓ Additional Inspectors will be dispatched on an as-needed basis

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
TWO HOUR INSPECTION WINDOW	Provide a two-hour window of time that the permit holder can expect to have their inspection performed – Upon request only		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type: ✓ Single-family within ✓ Multi-family within ✓ Small commercial within (under \$2M in valuation) ✓ Large commercial within	First Comments 5 business days 10 business days 10 business days 20 business days	Second Comments 5 business days or less 5 business days or less 5 business days or less 10 business days or less
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

EXHIBIT B – FEE SCHEDULE FOR SERVICES

FEE SCHEDULE

- Consultant shall provide notice to Municipality 60 days prior to renewal date of proposed hourly rate increase to be reviewed and approved by Town Council. Parties will collaborate to ensure a mutually beneficial arrangement. If increase is approved by Town Council, it shall be based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Services	Hourly Rate
Building Official: – Residential and Commercial Inspection (all Trades) – Residential and Commercial Plan Review (all Trades) – Flood Plain Management	\$105.00 per hour—two (2) hour minimum
– CommunityCore Permitting Software	No cost
Additional Staff - as requested by the Town	
Residential and Commercial Inspection Services – Includes Building, Electrical, Plumbing and Mechanical	\$95.00 per hour - two (2) hour minimum
Residential and Commercial Plan Review Services – Includes Building, Electrical, Plumbing and Mechanical	\$95.00 per hour - two (2) hour minimum
Fire Plan Review and Inspection Services	\$105.00 per hour - two (2) hour minimum
Weekend/After Hours/Emergency Inspection Services	\$210.50 per hour - two (2) hour minimum
Time tracked will start when staff checks in at the Town or first inspection site.	

EXHIBIT C – COMMON CORE

1. Consultant is able to provide Services pursuant to this Agreement using hardware and Consultant's standard software package, CommonCore. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. When Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.

Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

**AMENDMENT 1 TO AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND M.T. CAUSLEY, LLC**

THIS AMENDMENT is entered into 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 M.T. Causley, LLC, 10720 Caribbean Boulevard, Suite 650, Cutler Bay, Florida 33189, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on May 4, 2021, the CITY adopted Resolution 2021-46, which authorized the Piggyback Agreement between the CITY and the CONTRACTOR stemming from that Professional Services Agreement between the Town of Astatula and the CONTRACTOR through Request for Proposals for Building Inspection Services (Agreement); and

WHEREAS, the Agreement, contemplated that the CONTRACTOR would provide On-Call Building Inspection Services to the CITY; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the CITY and the CONTRACTOR agree as follows:

1. Exhibit "B" of the Cooperative Contract (Exhibit "A" to Agreement) is hereby deleted in its entirety and replaced with Exhibit "B-1" attached hereto. It is the intent of this Amendment 1 that Exhibit "B" be replaced in its entirety by Exhibit "B-1" and to the extent of any conflict between Exhibit "B-1" and any other of the terms and conditions of the Agreement, the terms and conditions of the Agreement shall prevail.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 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

By: 

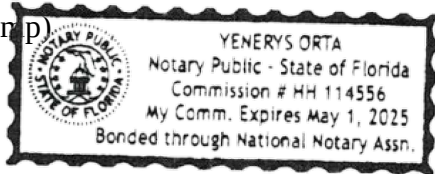
Print: Matthew K. Causley

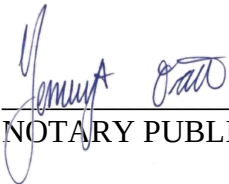
Title: President

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of [] physical presence or [X] online notarization of Matthew K. Causley, as President, of M.T. Causley, 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 as identification, and who did/did not take an oath this 11th day of April, 2023.

(stamp)




NOTARY PUBLIC, State of Florida

Type text here

Exhibit “B-1”

EXHIBIT "B-1"
REVISED FEE SCHEDULE FOR SERVICES
Effective March 23, 2023

Services	Original Hourly Rate	Revised Hourly Rate*
Building Official: – Residential and Commercial Inspection (all Trades) – Residential and Commercial Plan Review (all Trades) – Flood Plain Management	\$105.00 per hour—two (2) hour minimum	\$109.00 per hour - two (2) hour minimum
– CommunityCore Permitting Software	No cost	No cost
Additional Staff - as requested by the Town		
Residential and Commercial Inspection Services – Includes Building, Electrical, Plumbing and Mechanical	\$95.00 per hour - two (2) hour minimum	\$100.00 per hour - two (2) hour minimum
Residential and Commercial Plan Review Services – Includes Building, Electrical, Plumbing and Mechanical	\$95.00 per hour - two (2) hour minimum	\$100.00 per hour - two (2) hour minimum
Fire Plan Review and Inspection Services	\$105.00 per hour - two (2) hour minimum	\$109.00 per hour - two (2) hour minimum
Weekend/After Hours/Emergency Inspection Services	\$210.50 per hour - two (2) hour minimum	\$218.00 per hour - two (2) hour minimum
Travel time will be invoiced to Municipality for all staff traveling more than one (1) hour each way.		

*Increased based on maximum 4% of [CPI for All Urban Consumers \(CPI-U\): U.S. City Average](#).



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

DATE: May 2, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amendment 3 to State Revolving Fund (SRF) Loan Agreement WW351470

Introduction:

This is a request for City Council to approve Amendment 3 to State Revolving Loan Agreement WW351470.

Discussion:

The amendment updates the SRF funding for the City's utility line relocation project required for the Florida Department of Transportation's (FDOT) widening of U.S. HWY 441 from Lincoln Avenue to Donnelly Street. The City undertook the US 441 Utility Relocation project because the City had numerous utility lines in conflict with FDOT's proposed roadway improvements. Construction was completed as of March of 2021.

Proposed Amendment 3 to the City's State Revolving Fund loan agreement WW351470 reduces the amount awarded by \$591,862, from \$2,727,681.00 to \$2,135,819.00.

The total amount of the Loan, as per Amendment 3, is \$2,185,791.40, which consists of \$2,135,819.00 disbursed to the City of Mount Dora, \$7,256.40 of accrued Capitalized Interest and \$42,716.00 of service fee charges (2%).

Budget Impact:

There is no impact on the FY2022-23 budget.

Upon approval of this agreement, the future semiannual loan payment amount will be revised to \$60,227.04.

Strategic Impact:

Goal 2: Infrastructure/Public Safety

Objective 2.4 Sustain City Infrastructure

Recommendation:

City Council to approve Amendment 3 to State Revolving Loan Agreement WW351470.

Attachment(s):

1. 5. WW_State_Federal (w PF) Final Amendment

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 - 4/7/2023

Approved - 4/18/2023

Approved - 4/26/2023

Approved - 4/26/2023

Final Approval - 4/26/2023

**STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT WW351470
CITY OF MOUNT DORA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF MOUNT DORA, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW351470, as amended, authorizing a Loan amount of \$2,727,681, excluding Capitalized Interest; and

The Loan Amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$591,862. The revised total amount awarded is \$2,135,819.

2. The Loan Service Fee is \$42,716. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$2,135,819.

3. The total amount of the Loan is \$2,185,791.40, which consists of \$2,135,819.00 disbursed to the Local Government, \$7,256.40 of accrued Capitalized Interest and \$42,716.00 of service fee charges.

4. The total amount remaining to repay, which amount accounts for the Department's receipt of 2 Semiannual Loan Payment is \$2,067,943.64.

5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$60,227.04. Such payments shall be received by the Department on November 15, 2022 and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid.

6. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

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

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$2,135,819	140131

7. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	2,135,819.00
Capitalized Interest	7,256.40
TOTAL (Loan Principal Amount)	2,143,075.40

8. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to Loan Agreement WW351470 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF MOUNT DORA

City Manager

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



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

DATE: May 2, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amendment 1 to the African American Cultural and Historical Grant Agreement

Introduction:

This request is for City Council to approve Amendment 1 to the African American the extension of the African-American Cultural and Historical Grant agreement for the renovation of Cauley Lott Park.

Discussion:

In October 2022, City Council approved acceptance of a \$550,000 African-American Cultural and Historical grant awarded by the Florida Department of State, to provide facilities that highlight the contributions, culture, or history of African-Americans. This grant prioritized projects that encourage the design or construction of a new facility or the renovation of an existing facility in an area with great cultural significance. This allowed the City to avoid eliminating project elements for which the community expressed enthusiasm. Grant funds were used to facilitate construction of a new amphitheater and covered area at Cauley Lott Park.

Cauley Lott Park construction is currently complete. However, an extension is being requested to allow for the appropriate documentation and payments to be completed prior to the grant deadline.

Budget Impact:

Funds allocated in current 2022-2023 budget GL 310-5555-580.63-01-CL2001.

Strategic Impact:

This item fulfills Objective 2.3 of the City's Strategic Plan, developing a parks and recreation system guided by the principles of the Parks and Recreation Master Plan; and Goal 3.1.1, pursuing grants to fund City projects.

Recommendation:

City staff is requesting Council approve the extension of the African-American Cultural and Historical Grant agreement.

Attachment(s):

1. SIGNED.Agreement.Grant.African American Cultural and Historical.Cauley Lott.10.05.2022
2. Amendment 1.Cauley Lott Park AACH Grant Agreement -Extension

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

Approved - 4/20/2023
Approved - 4/24/2023
Approved - 4/26/2023
Approved - 4/26/2023
Final Approval - 4/26/2023

ATTACHMENT #1

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Mount Dora
KRYJPNM9B9M7
23.s.aa.900.051**

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Mount Dora hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.051 for the Project "Cauley Lott Park Enhancement" in the amount of \$550,000 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Cauley Lott Park Enhancement," the public purpose for which these funds were appropriated.
 - a. The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate construction of a new amphitheater and covered area at Cauley Lott Park. Work items include construct new amphitheater (cast-in-place concrete work, masonry, structural steel & metal roof decking, painting, new power and lighting); construct new covered arena (cast-in-place concrete work, masonry, structural steel and metal roof decking, painting, new power and lighting). All tasks associated with the Project shall meet the requirements set forth in this agreement.
 - b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	\$137,500
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$137,500
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$137,500

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old); for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$137,500
Totals				\$550,000

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.

2. Length of Agreement. This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. Contract Administration. The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :

Adrienne Morrison Hogan
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6325
Email: Adrianne.Hogan@dos.myflorida.com

For the Grantee:

Contact: Patrick C. Comiskey, City Manager
Secondary Contact: Jen Schwarz, Parks and
Recreation Operations Manager
Address: 510 N Baker Street Mount Dora Florida 32757
Phone:
Email: comiskeyp@ci.mount-dora.fl.us
schwarzj@ci.mount-dora.fl.us

4. **Grant Payments.** All grant payments are requested online via <https://dosgrants.com/> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b. All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at https://www.myfloridacfo.com/docs/sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **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.** If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
 - b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
 - c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards.

The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

- i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.
- ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at: <https://www.nps.gov/subjects/historicpreservation/standards.htm>
- iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>
- iv. Architectural Services

- A. All projects shall require contracting for architectural/engineering services.
- B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.

v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

- A. Upon completion of **schematic design**;
- B. Upon completion of **design development and outline specifications**; and
- C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

- vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
 - A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 - C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the

direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

- E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

b) For all projects involving **survey activities**, the following special conditions apply:

- i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.
- ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.
- iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federal Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
- b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

- a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via <https://dosgrants.com/>. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

- a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.
- b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 - September 30, 2022.
- c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

- d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.
 - e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.
 - f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.
- 13. Matching Funds.** Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than \$500,000. *However*, if the Grant Award Amount is greater than \$500,000, Grantee is required to provide a 50% match of the amount above \$500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.
- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however*, that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;

- g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
- h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
- r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
- s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
- t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

18. Repayment. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Single Audit Act. The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. Retention of Accounting Records. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Restrictive Covenants.** The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of final payment. The Restrictive Covenants shall include at a minimum the following provisions:
- a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.
 - b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.
 - c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.
 - f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.
 - i. Amortization Schedule for projects involving improvements to Real Property:
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).
 - g. Other provisions as agreed upon by the Department and the Grantee.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

- b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.
 - c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d. The name of the account(s) must include the grant award number;
 - e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.
- 29. Liability.** The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.
- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.

b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services.

a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.

b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a. This Agreement
- b. Estimated Project Budget (Attachment A)
- c. Single Audit Act Requirements and Exhibit I (Attachment B)
- d. Federal Special Conditions (Attachment C)
- e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: _____

Division Director _____

Division of _____

Date

Grantee:

By: 
Authorizing Official for the Grantee

Crissy Stile, Mayor _____

Typed name and title
10/5/22

Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Other			
Cast-in-Place Concrete for Amphitheater	\$8,000	\$0	\$0
<i>Subtotals</i>	<i>\$8,000</i>	<i>\$0</i>	<i>\$0</i>
Cast-in-Place Concrete for the Covered Arena	\$27,000		
Masonry for Amphitheater	\$11,806		
Masonry for the Covered Arena	\$26,600		
Structural Steel for the Amphitheater	\$111,900	\$10,000	
Structural Steele for the Covered Arena	\$221,000	\$13,000	
Metal Roof Decking for the Amphitheater	\$30,000		
Metal Roof Decking for the Covered Arena	\$60,500		
Roofing and Waterproofing			
Doors and Windows			
Painting Amphitheater	\$6,294		
Painting Covered Arena	\$14,900		
Fireplace Flue			
Plumbing for HVAC			
Electrical Power and Lighting for the Amphitheater	\$8,000		
Power and Lighting for the Covered Arena	\$24,000		
<i>Subtotals</i>	<i>\$542,000</i>	<i>\$23,000</i>	<i>\$0</i>
Totals	\$550,000	\$23,000	\$0

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State 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 or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff 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 nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State 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 State. 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 §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 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 than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State 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 State, 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. For 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), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 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 years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If 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, F.S., the cost of the audit must be paid from the nonstate 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).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - 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 (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. \$550,000

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.
3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.
5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.
7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.
8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").
10. **Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
11. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 110 *et sequence*.
13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
- i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
17. **Additional Lobbying Requirements.**
- i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
 - ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
 - iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.
19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.
20. **2 CFR Part 200 Appendix 2 – 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.
- i. 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](http://www.usc.gov), 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.
 - ii. 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 effected and the basis for settlement.
 - iii. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](http://www.ecfr.gov) all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](http://www.ecfr.gov) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](http://www.ecfr.gov), in accordance with Executive Order 11246, "Equal Employment Opportunity" [60 FR 12319, 12935, 3 CFR Part, 1964-1965](http://www.federalregister.gov) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](http://www.ecfr.gov) "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - iv. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](http://www.usc.gov)). 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](http://www.usc.gov) and [3146-3148](http://www.usc.gov)) as supplemented by Department of Labor regulations ([29 CFR Part 5](http://www.ecfr.gov) "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](http://www.usc.gov)), as supplemented by Department of Labor regulations ([29 CFR Part 3](http://www.ecfr.gov) "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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or 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.
- The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.**
- v. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](http://www.usc.gov)). 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](http://www.usc.gov) and [3704](http://www.usc.gov), as supplemented by Department of Labor regulations ([29 CFR Part 5](http://www.ecfr.gov)). Under [40 U.S.C. 3702](http://www.usc.gov) 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.

- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient 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 subrecipient must comply with the requirements of [37 CFR 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.
- vii. 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).
- viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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.
- ix. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 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.
- x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - A. Procure or obtain;
 - B. Extend or renew a contract to procure or obtain; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See [Public Law 115-232](#), section 889 for additional information.
- F. See also 2 CFR [§ 200.471](#).
- xii. Domestic Preferences for Procurements.
- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - B. For purposes of this section:
 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

City of Mount Dora

23.s.aa.900.051

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the “Division” and City of Mount Dora, hereinafter referred to as the “Grantee”.

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for Cauley Lott Park Enhancement. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 - 06/30/2023

Amended Length of Agreement

7/1/2021 -12/31/2023

Additional Conditions

12. Grant Reporting Requirements:

f) Sixth Report is due by July 15, for the period ending June 30 (third year of the grant period).

g) Seventh Report is due by October 15, for the period ending September 30 (third year of the grant period).

h) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the Reference Guide for State Expenditures, 2 CFR Part 200 and the HPF Grants Manual.

AUTHORIZATION

Authorized official for the Grantee

Authorized official for the Division

Authorized official Signature

Date

Division Authorized official Signature

Date



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

DATE: May 2, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes

- April 18, 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. 04.18.2023 Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Jeanann Hand, City Clerk

Final Approval - 4/24/2023

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



**April 18, 2023
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called to order the regular session of City Council at 6:00 p.m. in City Hall Council Chambers.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

A moment of silence and pledge of allegiance was led by Councilmember Walker.

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

PRESENTATION

1. Mount Dora Fun Fact

Economic Development and Communications Director Misty Sommer announced the City's recent designation as a Trail Town.

PUBLIC COMMENTS

Mayor Stile opened public comment. Christine Harris spoke about waste water. Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

BOARD APPOINTMENTS

1. **Appointment to Lake County Library Advisory Board
*HELEN CUTSHAW APPOINTED TO LAKE COUNTY LIBRARY ADVISORY
BOARD BY UNANIMOUS VOICE VOTE.***
2. **Appointment to the CRA Advisory Committee
*MOTION BY COUNCILMEMBER DAWSON TO APPOINT PATRICK
MURRAY TO THE CRA ADVISORY COMMITTEE. MOTION APPROVED
BY A UNANIMOUS VOICE VOTE.***

CONSENT AGENDA

1. **Request Approval of City of Mount Dora Purchasing Policy Waiver for Bristol Park Apartments Project**
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**
3. **Request Approval of Piggyback Agreement Between the City of Mount Dora and FireDex GW, LLC, Related to Personal Protective Equipment Maintenance**
4. **Request Approval to Obtain the "moundora.gov" Domain Name**
5. **Request Approval of Task Authorization with Neel-Schaffer for Donnelly Street Resurfacing Project from 5th Avenue to US Highway 441**
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**
7. **Request Approval of Federally-funded State of Florida Division of Emergency Management Subgrant Agreement for Generator at Wastewater Treatment Plant #1 (WWTP#1)**
8. **Request approval of Federally-funded State of Florida Division of Emergency Management Subgrant Agreement for Hurricane Ian**
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)**
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**
11. **Request Approval of Meeting Minutes**
 - **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**
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**

14. **Request Approval of Agreement Between the City of Mount Dora and MP Predictive Technologies Inc., Related to Substation and Generating Station Maintenance Services**

15. **Request Approval of Agreement Between the City of Mount Dora and Flo Power LLC, Related to Substation and Generating Station Maintenance Services**

16. **Request Approval of Change Order #4 and Change Order #5 to Wharton-Smith Purchase Order #22-00052 for Fire Station #35**

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**

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request approval of Agreement for Law Enforcement Dispatch Services with Lake County Sheriff's Office

The topic was briefly reviewed. Benefit payouts, security, dispatch operations, and budget were discussed.

Mayor Stile opened public comment. David Olsen, 1511 Granite State Court, spoke about the safety of the city. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APROVE THE AGREEMENT FOR LAW ENFORCEMENT DISPATCH SERVICES WITH LAKE COUNTY SHERIFF'S OFFICE; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A 6-1 ROLL CALL VOTE.

YES Rolfson
Cataldo
Dawson
Bryant
Crail
Stile
NO Walker

RESOLUTIONS/ORDINANCES

PUBLIC HEARINGS

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

City Attorney Sutphen read Resolution No. 2023-11 by title only.

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 A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Budget Director Aneta Barton explained the purpose of the item and the details particular to this year.

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

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2023-11, MID-YEAR BUDGET AMENDMENTS FOR FISCAL YEAR 2022-23; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Walker
Rolfson
Cataldo
Dawson
Bryant
Crail
Stile
NO None

2. **Request Adoption of Resolution No. 2023-16, Final Plan for Juniper Multifamily Townhomes**

City Attorney Sutphen read Resolution NO. 2023-16 by title only.

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.

Planning Director Vince Sandersfeld described the project associated with the item. He explained the process through which the development reached this point. The project engineer was present. Councilmembers discussed Planning Commission concerns, types of residences, maintenance responsibility, and vegetation. Mayor Stile voiced concern regarding wastewater capacity increases related to development. Council agreed smart growth is necessary and that a workshop would be helpful. The timeline for wastewater consideration during development was clarified.

Mayor Stile opened public comment.

Mr. Defeze, Mount Dora, asked about a plan for solar energy on the property. Mike Rich from Elevation Development responded.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-16, FINAL PLAN FOR JUNIPER MULTIFAMILY TOWNHOMES WITH CONDITIONS STIPULATED BY THE PLANNING COMMISSION; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Rolfson
Dawson
Cataldo
Walker
Bryant
Crail
Stile
NO None

3. Request Adoption of Resolution No. 2023-18, Revised Master Fee Schedule

City Attorney Sutphen read Resolution No. 2023-18 by title only.

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

Budget Director Aneta Barton explained the revisions involve fees added for the surge protection program and exemptions for fees the city might pay to itself.

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

MOTION BY COUNCILMEMBER DAWSON TO ADOPT RESOLUTION NO. 2023-18; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Dawson
Walker
Cataldo
Rolfson
Bryant
Crail
Stile
NO None

4. Request Approval of Second Reading and Adoption of Ordinance No. 2023-07, Revising Public Arts Commission

City Attorney 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 AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen explained the purpose of the item. Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2023-07, REVISING PUBLIC ARTS COMMISSION; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Rolfson

Cataldo

Dawson

Bryant

Walker

Crail

Stile

NO None

5. Request Approval of Second Reading and Adoption of Ordinance No. 2023-08, Revising Parks and Recreation Advisory Board

City Attorney 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 AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen explained the purpose of the item. Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY VICE-MAYOR CRAIL TO ADOPT 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
Bryant
Walker
Stile
NO None

6. Request Approval of Second Reading and Adoption of Ordinance No. 2023-09, Revising Library Advisory Board

City Attorney 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 AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen explained the purpose of the item. Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment. Mayor Stile opened public comment. Christine Harris, 402 Jackson Avenue, spoke about the Library of Congress. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER WALKER TO ADOPT ORDINANCE NO. 2023-09, REVISING LIBRARY ADVISORY BOARD; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Walker
Cataldo
Rolfson
Dawson
Bryant
Crail
Stile
NO None

CITY MANAGER'S REPORT

There will be a City Council Work Session to discuss Joint Planning Agreements on May 22nd at 6:30 p.m. Councilmember Rolfson spoke on legislative issues.

CITY ATTORNEY'S REPORT

The amendment to the joint planning agreement with Lake County has been agreed to and will be brought before Council on May 16th. Conditions for acceptance and revocation were discussed.

A magistrate has been agreed upon for the AMCO mediation.

COMMUNICATIONS AND REPORTS

1. Council Member Doug Bryant
Councilmember Bryant spoke about workshops and preserving the Wolf Branch basin.
2. Council Member John Cataldo
Councilmember Cataldo spoke about the Lake County dispatch facility.
3. Council Member Dennis Dawson
Councilmember Dawson commented on Legislative Action Days.
4. Council Member Cal Rolfson
Councilmember Rolfson spoke about the dispatch item.
5. Council Member Nate Walker
Councilmember Walker spoke about Legislative Action Days and the dispatch issue.
6. Vice-Mayor Marc Crail
No report.
7. Mayor Crissy Stile
Mayor Stile announced the release of an eaglet at Country Club of Mount Dora, spoke about dispatchers, the State of the City, and Legislative Action Days.

FUTURE MEETING DATES

1. May 2, 2023, 6:00 PM, Regular Session
2. May 16, 2023, 6:00 PM, Regular Session
3. June 6, 2023, 6:00 PM, Regular Session
4. June 12, 6:00 PM, Budget Work Shop: Budget Parameters and Fire Assessment

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 7:45 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora



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

DATE: May 2, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of First Reading of **Ordinance No. 2023-06**, Amendment to Section 42.4 of the Mount Dora Code of Ordinances to allow Golf Carts on Certain City Streets

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2023-06 and hold hearing for second reading and adoption.

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

Discussion:

The City of Mount Dora encourages multimodal transportation. Golf carts on city streets are common within surrounding cities and towns throughout Central Florida. This issue has been previously expressed to staff as a possible program for consideration. Currently, the city only allows golf carts on city streets within the Country Club of Mount Dora. "Street-legal" golf carts are already allowed under Florida Statutes. The proposed ordinance captures these regulations, which allows the operation of Low Speed Vehicles (LSV) as defined in Section 320.01, Florida Statutes, on certain roadways. Copies of Sections 320.01 and 316.2122 are provided in Attachment 1 and Attachment 2, respectively. Drivers who use authorized LSV's can travel on any roadway that has a speed limit of 35 mph or less. LSV is allowed on certain streets without a special city ordinance. The Florida Department of Highway Safety and Motor Vehicles (FLHSMV) has a well-designed online flyer describing the requirements of a low speed vehicle. A copy of the flyer is provided in Attachment 3.

The attached Ordinance No. 2023-06 amends the current golf cart regulations. The draft

regulations reflect the current golf cart ordinance that was enacted by the City of DeBary in September 2022, which is a comprehensive ordinance and requires enhanced safety equipment. The City's proposed golf car program was reviewed and developed by a working group of City Department staff members (listed at end of this summary).

The Golf Cart ordinance authorizes the operation of golf carts on certain public streets, pursuant to Florida Statutes Chapter 316. Ordinance No. 2023-06 sets the conditions for the operation of the golf carts. The carts can operate twenty-four hours a day, every day of the year, unless a City Right of Way is closed for a special event or other City purpose; must be equipped with certain devices; the driver must be of the age of 16 or older with a valid driver's license; carts must abide by traffic regulations; carts are prohibited on bicycle paths or sidewalks; carts can only transport seated passengers, the number of passengers the golf cart is designated to carry; and can only operate on City designated streets. The proposed ordinance provides for penalties and a boundary map for streets where golf carts can travel.

Golf cart with enhanced safety equipment:

- o Windshield
- o Driver's side exterior mirror.
- o Either an interior rear view mirror or a passenger's side exterior mirror.
- o Headlamps and tail lamps.
- o Brakes and parking brake.
- o Front and rear turn signals.
- o Steering apparatus.
- o Rear and side reflex reflectors.
- o Horn

Golf Cart Ordinance Working Group Staff Members:

Michael Gibson, *Interim Deputy Police Chief*

George Marek, *Public Works Director*

Ethan Hand, *Engineer II*

Troy Shonk, *Parks and Recreation Director*

Vince Sandersfeld, *Planning Director*

Adam Sumner, *Deputy Planning Director/Code Compliance*

Michele Janiszewskie, *Senior Planner*

Budget Impact:

Codification by the Municipal Code Corporation and legal notices for MDCO Amendment costs are estimated at \$4,000.

Annual Golf Cart Permit: \$100.00

Strategic Impact:

GOAL 2: Infrastructure / Public Safety. Regulations related to vehicles on public streets advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizenry of Mount Dora.

Recommendation:

City Council to approve First Reading of Ordinance No. 2023-06 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Sec 313.212 Florida Statutes
2. Attachment 2 Sec 313.2122 Florida Statutes
3. Attachment 3 Low Speed Vehicles FLHSMV Guide
4. Attachment 4 Map City Limits Roadway Posted Speeds

Prepared by: Vince Sandersfeld, Planning and Development Director
Reviewed by: Aneta Barton, Budget Director
Troy Shonk, Parks & Recreation Director
GEORGE MAREK, Interim Public Works Director
Michael Gibson, Interim Chief of Police
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 3/30/2023
Approved - 3/30/2023
Approved - 3/31/2023
Approved - 3/31/2023
Approved - 4/11/2023
Approved - 4/12/2023
Final Approval - 4/26/2023



The 2022 Florida Statutes (including Special Session A)

Title XXIII

MOTOR VEHICLES

Chapter 316

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

316.212 Operation of golf carts on certain roadways.— The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. 335.0415 if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. 316.271; and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163.



The 2022 Florida Statutes (including Special Session A)

Title XXIII

MOTOR VEHICLES

Chapter 316

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

316.212 Operation of golf carts on certain roadways.— The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. [316.271](#); and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163.

ATTACHMENT #3

Florida Department of Highway Safety and Motor Vehicles

Guide to Owning LOW SPEED VEHICLES

A low speed vehicle (LSV) is a vehicle with a top speed greater than 20 MPH, but not greater than 25 MPH. **LSVs must be registered, titled and insured** with personal injury protection (PIP) and property damage liability (PDL) insurance.

Any person operating an LSV must have a valid driver license. LSVs may only be operated on streets where the posted speed limit is 35 MPH or less.

LSVs must be equipped with the following safety equipment:



To title and register an LSV, bring the following documents to an FLHSMV or tax collector office, [flhsmv.gov/locations](https://www.flhsmv.gov/locations):

- Manufacturer's Certificate of Origin;
- Form HSMV 82040 (Application for Title) [flhsmv.gov/forms](https://www.flhsmv.gov/forms);
- Proof of Florida insurance, minimum \$10,000 PDL and \$10,000 PIP;
- Identification - driver license, ID card or passport; and
- Payment for applicable fees, [flhsmv.gov/fees](https://www.flhsmv.gov/fees);
 - Title fee
 - Initial registration fee, if applicable
 - Plate fee
 - Registration fee (varies by weight of vehicle)

For more information, visit [flhsmv.gov/low-speed-vehicles](https://www.flhsmv.gov/low-speed-vehicles).

FLHSMV



Golf Carts

Golf carts are defined in section 320.01(22), Florida Statutes, as “a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH.” **Golf carts may be operated on roadways that are designated for golf carts with a posted speed limit of 30 MPH or less.**

Golf carts are not titled or registered and are not required to be insured with PIP and PDL coverage. **A person must be 14 years or older to operate a golf cart.**

Converted Golf Carts

Prior to titling and registering a converted golf cart, the vehicle must be inspected and assigned a VIN at a Motorist Services Regional Office. **The converted golf cart must be street-legal before applying for title and registration.** *flhsmv.gov/locations*

Trailer the converted golf cart to a Motorist Services Regional Office and present the following documents and fees for an inspection, VIN assignment, title and registration:

- Manufacturer’s Certificate of Origin or a bill of sale for the golf cart form HSMV 84490 (Statement of Builder) completed by customer and compliance examiner/inspector;
- Form HSMV 86064 (Affidavit for Golf Cart Modified to a Low Speed Vehicle);
- Original bill(s) of sale or receipt(s) for all parts used to convert the golf cart;
- Certified weight slip for the converted golf cart.
- Form HSMSV 82040 (Application for Title);
- Proof of Florida insurance (minimum \$10,000 PDL and \$10,000 PIP);
- Sales tax or sales tax exemption information for all parts;
- Identification - driver license, ID card or passport; and
- Applicable fees, *flhsmv.gov/fees*
 - Inspection fee
 - Title fee
 - Plate fee
 - Initial registration fee, if applicable
 - Registration fee (varies by weight of vehicle)

All-Terrain Vehicles

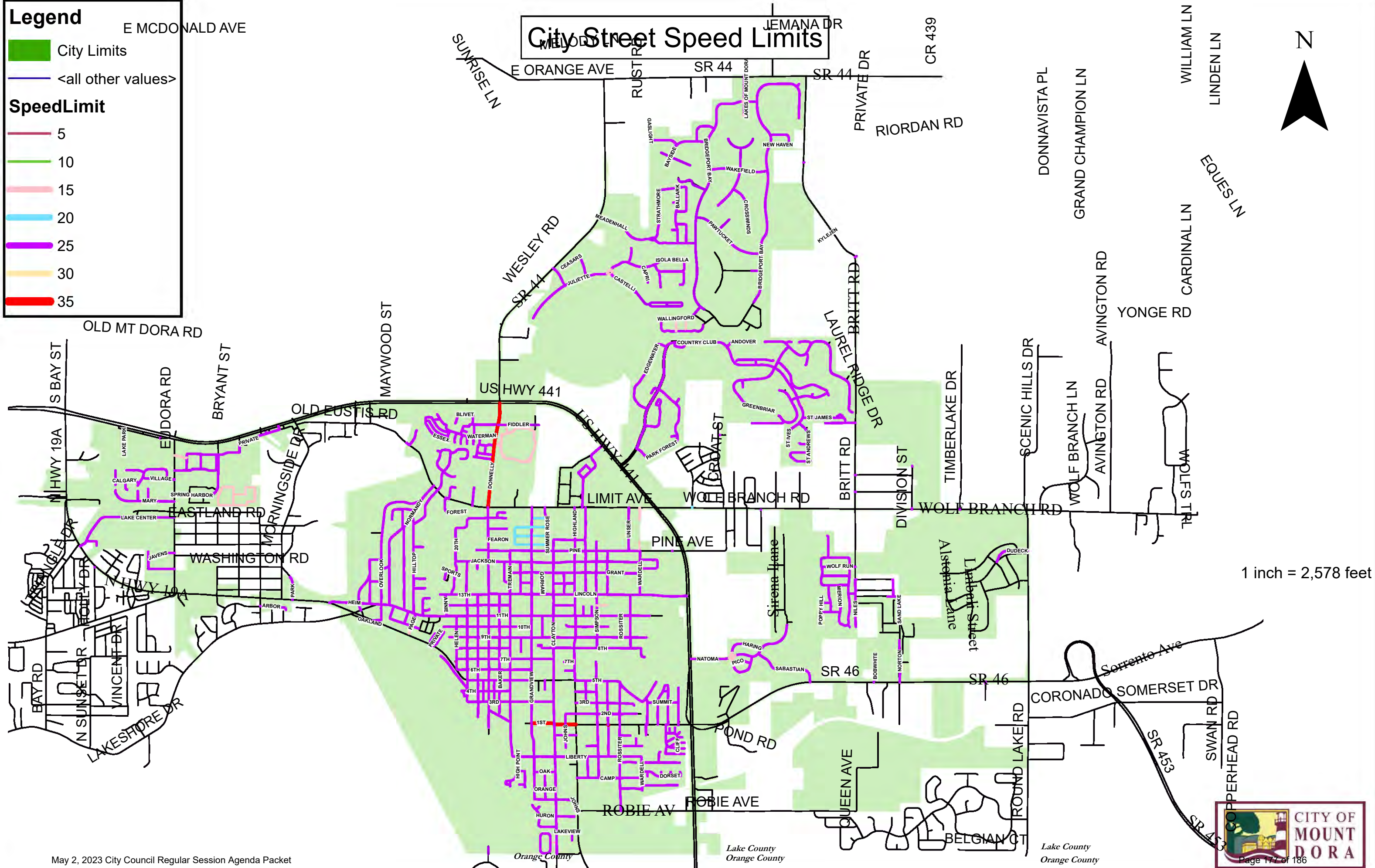
Florida law, states that **all-terrain vehicles (ATV) may only be operated on unpaved roadways where the posted speed limit is less than 35 MPH and only during daylight hours.** Anyone under the age of 16 operating an ATV on public land must be under the supervision of an adult and must have proof of completion of a Department of Agriculture and Consumer Services (DACS) approved safety course. ATV operators and riders under the age of 16 must wear a USDOT approved safety helmet and eye protection. **ATVs are titled, but not registered**, and are not required to be insured with PIP and PDL coverage. (Sections 261.20, 316.2074 and 316.2123, Florida Statutes)

Legend

- City Limits
- <all other values>

SpeedLimit

- 5
- 10
- 15
- 20
- 25
- 30
- 35



ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CITY OF MOUNT DORA CODE OF ORDINANCES CHAPTER 42 TRAFFIC AND VEHICLES AND THE USE OF GOLF CARTS IN THE CITY OF MOUNT DORA; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR REPEAL OF CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE I, IN GENERAL, SECTION 42-4, GOLF CART USAGE ON CERTAIN STREETS; ESTABLISHING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution, Article VIII, Section 2(b), and Florida Statutes, Section 166.021(1), establish the home rule powers of Florida municipalities and enable municipalities to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, this Ordinance implements and is enacted under such home rule powers vested in the City of Mount Dora by the Florida Constitution and the Florida Statutes; and

WHEREAS, Florida Statutes, Section 316.2122, allows a municipality to prohibit the operation of low-speed vehicles, on any roadway in its jurisdiction, in the interest of safety; and

WHEREAS, the City hereby finds that low-speed vehicles may safely travel on or across certain roadways within the jurisdiction of the City where the speed, volume, and character of the motor vehicle traffic is suitable for such low speed vehicle use; and

WHEREAS, pursuant to Florida Statutes, Section 316.212(1) the City has determined that golf carts may likewise safely travel on or across certain City roadways where the speed, volume, and character of motor vehicle traffic is suitable for such golf cart use; and

WHEREAS, Florida Statutes, Section 316.212(8), authorizes municipalities to enact restrictions and regulations regarding golf cart operations that are more restrictive than those contained in the Florida Statutes; and

WHEREAS, the City hereby finds that golf carts are a valid form of transportation, commonly used as a mode of mobility from place-to-place, are utilized for utility purposes and are an environmentally friendly mode of transportation; and

WHEREAS, the City further finds that the City of Mount Dora is a community that is well suited for and will benefit by the appropriate use of golf carts within certain roadways of the City; and

WHEREAS, it is the intent of the City to provide for the orderly operation of golf carts on designated municipal streets and roads and to set standards for the operation and registration of such golf carts; and

WHEREAS, the City has determined that adopting more restrictive golf cart regulations, than those set forth in Florida Statutes, Section 316.212, is necessary and appropriate in order to protect and promote the health, safety, and welfare of the citizens of the City of Mount.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEALING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE I, IN GENERAL, SECTION 42-4, GOLF CART USAGE ON CERTAIN STREETS. City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, Article I, In General, Section 42-4, Golf Cart Usage on Certain Streets, is hereby repealed in its entirety and shall have no further force or effect upon adoption of this Ordinance.

SECTION 3. ESTABLISHING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES. City of Mount Dora Code Ordinances, Chapter 42, Traffic and Vehicles, Article V, Golf Carts and Low Speed Vehicles is hereby established as follows:

ARTICLE V. GOLF CARTS AND LOW SPEED VEHICLES

Section 42.200. - Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City Right of Way shall mean the paved area of an improved street, road, sidewalk, or trail, as applicable, located within the jurisdiction of the City of Mount Dora. Golf Cart shall mean a motor vehicle that is designed and manufactured for operation on a golf course for

sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour and must comply with Florida Statutes Section 316.212.

Golf Cart shall mean a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreation purposes and that is not capable of exceeding speeds of 20 miles per hour.

Low Speed Vehicle (LSV) shall mean any four-wheeled vehicle with a top speed greater than 20 miles per hour but not greater than 25 miles per hour, including but not limited to neighborhood electric vehicles and must comply with the requirements of Florida Statutes, Section 316.2122.

Operator shall mean the person operating a Golf Cart, in accordance with the age restrictions set forth herein, or LSV on a City Right of Way.

Section 42-201. - Authorized Use of City Right of Way by LSV and Golf Carts.

A. The operation of a LSV on a Designated City Right of Way shall be in accordance with Florida law, specifically Florida Statutes, Section 316.2122, including but not limited to proper registration, insurance and equipment. A properly registered LSV may be operated on a City Right of Way with a posted speed limit of no more than thirty-five (35) miles per hour, twenty-four hours a day, every day of the year, unless the City Right of Way is closed for a special event or other City purpose.

B. The operation of a Golf Cart on a City Right of Way shall be in accordance with Florida Statutes, Section 316.212, and as further restricted by this Article.

C. The following additional restrictions shall apply to the operation of a Golf Cart on a City Right of Way:

1. Golf Carts must be properly equipped as set forth herein and registered with the City of Mount Dora through the registration process created by the City in its sole discretion.

2. A properly registered Golf Cart may only be operated on a City Right of Way with posted speed limits of no more than thirty (30) miles per hour.

3. A properly registered Golf Cart may be operated by a on a City Right of Way twenty-four hours a day, every day of the year, unless the City Right of Way is closed for a special event or other City purpose.

D. Under no circumstances does this Article grant permission to operate a LSV or properly registered Golf Cart on a County, State, or Federal roadway or in a manner which is inconsistent with the laws, rules or regulations required thereby.

E. All off-highway vehicles as defined by Florida Statutes, Section 317.0003, including but not limited to ATV, OHM, and ROV are prohibited from traveling on a City Right of Way, regardless of the permissions granted to Golf Carts and LSVs as set forth herein.

Section 42-202. - Golf Cart Equipment Regulations.

A. For safety purposes, in order to register a Golf Cart in the City of Mount Dora and operate the same on a City Right of Way, the Golf Cart must be appropriately equipped with the following properly functioning items that are in usable and operable condition at all times:

1. A clear windshield mounted at the front of the vehicle so as to reasonably protect the face of the Golf Cart Operator from wind and debris while the Golf Cart is underway. Such windshield must be in good repair, free of cracks, and not be covered, marred, stained, or painted over so as to obstruct the Operator's field of vision when operating the Golf Cart.
2. Driver's side exterior mirror.
3. Either an interior rearview mirror or a passenger's side exterior mirror.
4. Two headlamps mounted on the front of the Golf Cart and facing forward, which show a white light. An object, material, or covering that alters the headlamp's light color may not be placed, displayed, installed, affixed, or applied over a headlamp. Light bars are prohibited.
5. Two tail lamps mounted on the rear of the Golf Cart facing rearward, which must emit a red light plainly visible from a distance of 1,000 feet to the rear of the Golf Cart. Such tail lamps must be enabled to additionally function as brake lamps so that they automatically emit a distinctively brighter red light when the brakes of the Golf Cart are applied.
6. Brakes and parking brake.
7. Front and rear turn signals. When signaling, front turn signals must emit a flashing amber light while rear facing turn signals must emit a flashing light that is either amber or red in color.
8. A reliable steering apparatus.
9. Rear and side reflex reflectors.
10. A horn installed into the golf cart so as to be easily operated by the Operator of the Golf Cart and that is plainly audible when activated.
11. Golf Carts may be equipped with a trailer, the dimensions of which may not exceed 40" wide and 60" long. The total weight of the material or other items hauled in the trailer

may not exceed the weight limit specified by the manufacturer of the trailer or the manufacturer's towing capacity for the Golf Cart to which the trailer is attached. Golf Carts equipped with trailers must be equipped with a properly installed trailer hitch or hitch pin accessibly that is appropriate to the linkage used by the attached trailer. Golf Cart trailers may not be used to transport or otherwise carry (i) passengers or (ii) vehicles such as boats, ATVs, and other motorized vehicles, including additional Golf Carts. Trailers not otherwise designed to be towed by a Golf Cart are not permitted.

12. In public areas, Golf Carts must be parked on improved parking surfaces, specifically designated for vehicle parking, and shall not be parked on other surfaces which have not been designated as parking areas.

B. The number of occupants in any golf cart operated pursuant to this Article is restricted to the number of seats on the Golf Cart. For the purposes of this provision, both pets and persons qualify as "occupants," and a standard Golf Cart bench seat is deemed to allow seating for two occupants.

C. The Operator of the Golf Cart shall be responsible for ensuring that no occupants of a Golf Cart are standing at any time while the Golf Cart is in motion.

Section 42-203. - Age Restrictions and Insurance.

A. Any Operator of a Golf Carts on a City Right of Way must meet the following requirements:

1. Must be at least 16 years of age and have a valid driver's license.

2. Operators with a learner's permit may only drive a Golf Cart on a City Right of Way if accompanied by a passenger of at least 21 years of age who also possesses a valid driver's license.

B. Golf Carts being operated on a City Right of Way must be covered under a valid insurance policy including coverage for personal injury and property damage, with minimum amounts of \$10,000 per occurrence, \$10,000 in the aggregate. Proof of valid insurance coverage must be in the Golf Cart at the time of operation on a City Right of Way.

Section 42-204. - Registration Required; Rejection.

A. Prior to being operated on a City Right of Way, a Golf Cart must be registered with the City as set forth herein.

B. Golf carts must be registered annually with the City of Mount Dora through an application process as determined by the City in its sole discretion. The initial annual registration fee shall be \$100.00 and may be changed from time to time by the City in its sole discretion through the adoption of a Resolution.

C. Upon approval, the Golf Cart owner will receive an annual registration sticker from the City which shall be affixed to the windshield on the driver's side, lower corner, and face outward. While the registration is issued to the Golf Cart owner, the registration sticker is personal to a specific Golf Cart and is not transferrable.

D. The City reserves the right to reject or not renew a Golf Cart registration application if the application is incomplete, all of the minimum requirements have not been met and/or if the applicant has been found in violation of this Article on two (2) or more occasions within a twelve month period.

E. The City Manager may revoke an owner's Golf Cart registration(s) by written revocation letter, as set forth herein, at any time for the following reasons:

1. Operating or allowing a Golf Cart to be operated in a reckless manner or in such a manner so as to cause injury to pedestrians, other Golf Cart operators, or bicyclists;
2. Operating or allowing a Golf Cart to be operated in such a manner so as to result in damage to public or private property;
3. Operating or allowing a Golf Cart to be operated with general disregard of the regulations of the Article, resulting in two (2) or more moving violations in accordance herewith within a single twelve (12) month period; or
4. Providing false information to the City on a registration application.

F. The City Manager shall issue a revocation letter to the registered owner of a Golf Cart, setting forth the specific reasons for revocation. The revocation letter shall be sent to the registered owner of the Golf Cart, by certified mail, return receipt requested. The registered Golf Cart owner may appeal the revocation within five (5) days of receipt of the revocation letter by submitting a written appeal to the City Clerk to be heard by the City Council. The appeal shall be limited to the issues of the revocation and shall be placed on the next available City Council agenda for consideration. The decision of the City Council related to the appeal shall be final.

G. If the registered Golf Cart owner fails to timely file an appeal or the City Council upholds the revocation, the revocation shall be valid for a period of one (1) year. Upon expiration of the one-year period, the individual may re-apply for a Golf Cart registration with the City.

Section 42-205. – Penalties and Enforcement.

A. Registration violation. Operation of a Golf Cart on a City Right of Way without a registration or with an expired registration will subject the Operator to a separate fine for each such violation. The initial penalty amount for a registration violation shall be \$100.00 for each occurrence. The City may adjust this fine amount from time to time through the adoption of a Resolution.

B. Other Violations of this Article. Operation of a Golf Cart or LSC in violation of this Article will subject the Operator to a separate fine for each such violation. The initial penalty amount for any other violation of this Article not otherwise specified shall be \$25.00 for each occurrence. The City may adjust this fine amount from time to time through the adoption of a Resolution.

C. Moving violation. A Golf Cart and/or LSV must be operated on a City Right of Way in accordance with all applicable traffic laws as promulgated by the State of Florida and may receive a citation for traffic violations in the same manner as an operator of a motor vehicle. The use of a Golf Cart or LSV resulting in violations of the Florida "Uniform Traffic Control" statute and the Florida "Uniform Disposition of Traffic Infractions Act" are enforceable as provided in Florida Statutes, Chapters 316 and 318, and the penalties set forth therein. All other City ordinances pertaining to the use of motor vehicles are also applicable to the operation of Golf Carts and LSV to the extent that such may be applied.

D. An officer who has probable cause to believe that a person has committed an act in violation of this Article or Florida Statutes, Chapter 316 or 318, may issue a municipal citation therefor.

E. A municipal citation issued shall include the following information:

1. Name of Operator, address, date of birth;
2. Date, time, and location of issuance;
3. Golf Cart description;
4. Violation charged;
5. Amount of fine;
6. Department case number;
7. Issuing officer's signature;
8. Name and address of issuing agency;
9. Number of days allowed to pay the penalty;
10. Instructions for contesting the penalty; and
11. Instructions for paying the penalty.

F. Any person issued a municipal citation pursuant to this Article may, within ten (10) days of issuance of a citation:

1. pay the penalty;
2. contest the citation for a registration violation or other violation of this Article to the City Magistrate by providing written notice to the City Clerk;
3. contest the citation for a moving violation in County Court.

Payments postmarked and mailed within the ten-day period shall be considered timely.

G. Any person electing to contest the penalty shall be deemed to have waived the penalty limitation specified on the citation. The County Court or Magistrate, as applicable, after hearing shall make a determination as to whether a violation has been committed. If the commission of a violation has been proven, the County Court or Magistrate, as applicable, may impose a penalty not to exceed \$500.00.

H. If a person fails to pay the fine or elect to contest the penalty, either by mail or in person within the ten (10) day period set forth herein, shall be deemed to have waived the penalty limitation specified on the citation and the right to contest the citation.

1. If the citation was for a registration violation or other violation of this Article, the matter shall be placed on the docket of the City Magistrate for further proceedings and the hearing date shall be provided to the person who received the citation by certified mail, return receipt requested. The Magistrate may impose a penalty not to exceed \$500.00.

2. If the citation was for a moving violation, the matter shall be forwarded to the Clerk of Court for placement on the County Court docket for further proceedings. The County Court may impose a penalty not to exceed \$500.00.

Section 42-206. - Enforcement and Collections.

A. The City may enforce the provisions of this Article in any manner authorized in accordance with applicable law and may seek any legal remedy as may be authorized by applicable law.

B. The City Manager is hereby authorized to pursue collection activities related to any fines imposed against violators of this Article in such manner, and using such processes, as may be in the best interests of the City and may authorize collection agencies and/or the City Attorney to pursue collections in a manner consistent with applicable law.

SECTION 4. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS.

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

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to City of Mount Dora Code of Ordinances, Chapter 42, as set forth in Sections 2 and 3 above shall be codified in the City of Mount Dora Code of Ordinances.

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

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

SECTION 6. SAVINGS CLAUSE. All prior actions of the City pertaining to the City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, as well as any and all other applicable matters set forth herein, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

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

section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: _____, 2023

PASSED AND ADOPTED this ____ day of _____ 2023.

**CRISSY STILE
MAYOR**

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: May 2, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Amendment to the City of Mount Dora Land Development Code 3.5.14.4
Related to Draft New Model Homes

Introduction:

This is an opportunity for Council to discuss amending the City of Mount Dora Land Development Code Section 3.5.14.4.

Discussion:

A request has been made by a member of the Mount Dora City Council to consider an amendment to the Mount Dora Land Development Code. The attached draft ordinance would amend section 3.5.14 Temporary sales offices and model homes in new developments.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council discuss amending the City's Land Development Code 3.5.14.4.

Attachment(s):

1. Attachment #1 Draft Ordinance LDC Model Homes

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, Planning and Development Director
Patrick Comiskey, City Manager

Approved - 4/27/2023
Final Approval - 4/27/2023

ATTACHMENT #1
ORDINANCE NO: 2023-xx

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER III, REVISING SUPPLEMENTAL REGULATIONS FOR TEMPORARY SALES OFFICES AND MODEL HOMES IN NEW DEVELOPMNTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 166, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, pursuant to its home rule powers, the City of Mount Dora may regulate land use matters and design standards within the City limits through the adoption of Land Development regulations; and

WHEREAS, from time to time the City of Mount Dora provides updates and amendments to its Land Development regulations; and

WHEREAS, the City finds that the amendments to its Land Development Code, as set forth herein, are consistent with all applicable policies of the City of Mount Dora Comprehensive Plan; and

WHEREAS, the City has determined that the amendments to its Land Development Code, as set forth herein, 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, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE. The City of Mount Dora Land Development Code, is hereby revised and amended as follows:

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

Section 3.5. - Supplemental regulations.

3.5.14. *Temporary sales offices and model homes in new developments.* Temporary sales offices and model homes may be placed in new developments, subject to the following conditions:

1. The structure must comply with applicable construction codes, meet the minimum setback requirements of the zoning district and parking areas must be landscaped in accordance with the landscaping regulations.
2. The sales office may not be utilized to conduct sales of any product or service other than lots and/or dwellings within the specific development.
3. Approval for sales office may be granted for a period not to exceed one year or until 99 percent of the lots in the development are sold, whichever comes first. Renewals may be approved until 99 percent of the lots in the development are sold.
4. New model homes subject to building permit requirements with maximum ~~six~~ two units prior to final platting when required. Additional units may be granted by the Development Review Committee. Model homes must include foundation survey and final survey. Once the development plat has been recorded, the model homes limitations no longer apply.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS.

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

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to City of Mount Dora Land Development Code, as set forth in Sections 3 above shall be codified in the City of Mount Dora Code of Ordinances.

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

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2023.

FIRST READING: _____ 2023

SECOND READING: _____ 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