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 16, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact
2. National Safe Boating Week Proclamation 4

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. Lake Community Action Agency 6

CONSENT AGENDA

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- May 22, 2023, 6:30 p.m., Work Session:
  Joint Planning Agreements
- June 6, 2023, 6:00 p.m., Regular Session
- June 12, 2023, 6:00 p.m., Budget Work Shop:
  Budget Parameters and Fire Assessment
- June 20, 2023, 2023, 6:00 p.m. Regular Session

ADJOURNMENT

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

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

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

DATE: **May 16, 2023**

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

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

SUBJECT: National Safe Boating Week Proclamation

Introduction:
This is an opportunity for the National Safe Boating Week Proclamation to be read into the record.

Discussion:
To raise awareness about boating safety and the importance of wearing life jackets, the United States Coast Guard and the Coast Guard Auxiliary, the National Weather Service, the NOAA, and the National Safe Boating Council have designated May 20-26 as National Safe Boating Week.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
The proclamation be read into the record to recognize National Safe Boating Week.

Attachment(s):
1. Proclamation.Safe Boating Week.2023

Prepared by: Jeanann Hand, City Clerk
Reviewed by:

PROCLAMATION

WHEREAS, the City of Mount Dora recognizes the importance of promoting safe boating practices on our many lakes, including the Harris Chain of Lakes and the fabulous Lake Dora; and

WHEREAS, the United States Coast Guard and the Coast Guard Auxiliary, the National Weather Service, the NOAA, and the National Safe Boating Council designate National Safe Boating Week from May 20 through May 26 to raise awareness about boating safety and the importance of wearing life jackets; and

WHEREAS, Friday, May 19th is designated as "Wear Your Life Jacket to Work Day," which encourages everyone to wear a life jacket to their workplace to promote boating safety; and

WHEREAS, the United States Coast Guard Auxiliary Flotilla 43 is offering free vessel safety exams in many places, in order to encourage safe boating and continued enjoyment of our beautiful Lake Dora;

NOW THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby support the goals of the Safe Boating Campaign and proclaim May 20-26, 2023 as

National Safe Boating Week

and the start of the year-round effort to promote safe boating.

FURTHER, the City of Mount Dora encourages all boaters to ensure their vessel's safety by taking advantage of free vessel safety checks offered by the United States Coast Guard Auxiliary, and obtaining a safety decal which may result in reduced rates for boaters' insurance, and urges all boaters to practice safe boating and wear a life jacket while on board any vessel.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 16th day of May, 2023.

____

Crissy Stile, Mayor

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

DATE: **May 16, 2023**

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

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

SUBJECT: Lake Community Action Agency

Introduction:
This is a request from the Lake Community Action Agency for a nomination to the Lake Community Action Agency Board of Directors.

Discussion:
The Lake Community Action Agency Board of Directors is requesting a nominee to represent the City of Mount Dora. Representatives need not be public officials themselves, but they shall have full authority to act for the public officials when he/ she cannot attend board meetings. It is the desire of the Lake Community Action Agency Board of Directors that responsible leaders from businesses, public office, education, industry, labor, religion, significant minority groups, and other major activities and interests join with them in the challenging work of helping people attain self-sufficiency.

Budget Impact:
No Budget Impact.

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

Recommendation:
To discuss and advise who shall be appointed to the Lake Community Action Agency Board of Directors.

Attachment(s):
1. Lake Community Action Agency Nomination Form

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager Final Approval - 5/10/2023

Lake Community Action Agency, Inc.
501 N. Bay Street
Eustis, Florida 32726

CERTIFICATION OF NOMINATION TO LCAA BOARD OF DIRECTORS

THIS FORM FOR GROUP ONE ONLY: PUBLIC OFFICIALS

Date: ____________________

City of Mount Dora
(Name of City, Agency, or Activity)

We hereby nominate Jeanann Hand to serve on the Board of Directors of Lake Community Action Agency, Inc.

Tenure Year begins on ____________

Signature: ______________________________

Name & Title: Crissy Stile, Mayor (Type or Print)

Nominee's Mailing Address:

____

510 N. Baker St.

Mount Dora, FL 32757

Telephones: Cell # 352-272-7277 Home # 352-805-9015 Work # 352-735-7126, ext. 1111

Email address: jeanann.hand@cityofmountdora.com

This certifies that the person named was elected by members of the above organization as a nominee to the Lake Community Action Agency, Inc. Board of Directors.
The election/selection was held during an official meeting of the organization and the results were recorded in the official minutes.

Please return this completed form to: Lake Community Action Agency, Inc.
501 N. Bay Street
Eustis Florida 32726

2/2019

ATTACHMENT #1

Local, State &Federally Funded
An Equal Opportunity Employer

LAKE COMMUNITY ACTION AGENCY, INC.
"Helping People, Help Themselves"
501 North Bay Street - Eustis, Florida 32726
(352) 357-5550 - (352) 357-3497 - (352) 357-7070
FAX (352) 483-2298 - http://www.lakecaa.org/

James H. Lowe, CCAP
Executive Director

RECEIPT OF LCAA BYLAWS

I have received a copy of the **Lake Community Action Agency, Inc. Bylaws.** It is intended to cover the rules and regulations that govern LCAA. Some of the information will periodically be reviewed and/or revised when appropriate. I understand that I will be notified in writing of such changes.

Board member's signature: ______________________________

Board member's name (Printed) __________________________

Date: ______________________

The original will be placed in your board member folder.

Programs:

Community Services Block Grant (CSBG) - Weatherization – Family Self-Sufficiency – Family Resource Program (FFSP) - Home Repairs - Low Income Housing Energy Assistance Program (LIHEAP) - North East Community Redevelopment Agency (NECRA) – Eustis, Community Development; Housing Rehab. - ISPP - School Readiness - Voluntary Pre-Kindergarten (VPK)

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CONFLICT OF INTEREST STATEMENT

I agree to readily disclose any conflict or potential conflict of interest, making it a matter of record, either through an annual procedure or when the interest becomes a matter of board action.

I agree that I will not vote or use my personal influence on any matter that might constitute a conflict of interest. I will ensure the minutes of any meeting where this might occur duly show that I abstained from voting due to the potential of or occurrence of a conflict of interest and that I have absented myself from the meeting during the voting process.

I understand that I may state my opinion or position on any matter described above, or answer pertinent questions to which I may lend my expertise, so long as I absent myself from a board vote on the matter.

I disclose the following conflicts of interest or potential conflicts of interest as defined in the current IRS Form 990 – IRS Form 990 is the tax document that tax-exempt nonprofit organizations file each year with the IRS. The 990 allows the IRS and the public to evaluate nonprofits and how they operate. Beginning with tax returns filed in 2016 for 2015, nonprofits must file the new Form 990 that requires more disclosure of potential conflicts of interest, compensation of board members and staff, and other details having to do with financial accountability and avoidance of fraud.

____
____
____

Board member's signature: ______________________________

Board member's name (Printed) __________________________

Date: _______________________

The original will be placed in your board member folder.

Programs:

Community Services Block Grant (CSBG) - Weatherization - Summer Food Program – Family Resource Program (FFSP) - Home Repairs - Low Income Housing Energy Assistance Program (LIHEAP) - North East Community Redevelopment Agency (NECRA) - Emergency Solutions Grant (ESG) - Temporary Assistance for Needy Families (TANF) - School Readiness - Voluntary Pre-Kindergarten (VPK)

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James H. Lowe, CCAP
Executive Director

Tripartite Board Member Vetting Policy Statement

As a part of the Vetting process for Board Members each year, all new and returning members will receive board orientation and training on the Roles and Responsibilities during the months of February and March.

Each member of the Board will be required to certify and disclose any conflicts of interest, certify that he/she received the Bylaws and to certify that they have not been excluded from doing business with the Federal Government in January prior to the seating of the new Board.

All new members prior to being seated will be given all official documents of the agency to include:

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Board Member Job Description
- Board Biography Questionnaire
- Board Member Annual Commitment Letter
- Conflict of Interest Statement
- Receipt of LCAA Bylaws
- Receipt of Board Policy Handbook

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RECEIPT OF BOARD POLICY HANDBOOK

I have received a copy of the Lake Community Action Agency, Inc. Board Member Policy Handbook and have either read it or have had it read to me carefully. I agree that my term of service is voluntary. I understand that this Policy Manual has been prepared for the information and guidance of board members serving on this board. It is intended to cover the procedures, rules, and policies most often applied to day-to-day board operations. Some of the information will change from time to time since our policies are under constant review and are revised when appropriate. I understand that I will be notified in writing of such changes.

______________________________ ____________________
Board Member Signature Date

____
Board Member Name (Please Print)

____
Human Resources Director

Programs:

Community Services Block Grant (CSBG) - Weatherization - Summer Food Program – Family Resource Program (FFSP) - Home Repairs - Low Income Housing Energy Assistance Program (LIHEAP) - North East Community Redevelopment Agency (NECRA) - Emergency Solutions Grant (ESG) - Temporary Assistance for Needy Families (TANF) - School Readiness - Voluntary Pre-Kindergarten (VPK)

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BOARD MEMBER JOB DESCRIPTION

Title: ______________________________________, LCAA Board of Directors

Reports to: Board President (or Chair)

Role: Serve as a voting member of the board of directors for Lake Community Action Agency, developing policies, procedures, and regulations, and monitoring financial performance and LCAA's programs.

Term: ____________ years, beginning _____________ and ending ______________.

Time Expectations:

- Attend regularly scheduled board meeting, held on the last Wednesday of every month excluding the months of November and December. The LCAA bylaws state that board members must attend 8 meetings.
- Participate actively in one or more committees of the board.
- Attend scheduled board retreats, planning meetings, workshops, or other board development activities.
- Attend, support, and participate in special organization events.

Obligations:

- Fully understand and support the mission of LCAA.
- Establish policy.
- Hire, supervise, and evaluate the Chief Executive.
- Make an annual personal and/or professional financial contribution.
- Monitor the organization's financial performance.
- Develop and monitor short- and long-range planning and goals.
- Represent the organization to the public and private sector; serve as an advocate for the organization.
- Bring personal and professional expertise and that of others to support the organization's mission.
- Abide by the duties of care, loyalty, and honesty.

Programs:

Community Services Block Grant (CSBG) - Weatherization – Family Self-Sufficiency – Family Resource Program (FFSP) - Home Repairs - Low Income Housing Energy Assistance Program (LIHEAP) - North East Community Redevelopment Agency (NECRA) – Eustis, Community Development; Housing Rehab. - ISPP - School Readiness - Voluntary Pre-Kindergarten (VPK)

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

NOTE: Prior to being seated on the Board of the Lake Community Action Agency, Inc. each member must certify that he/she is NOT ineligible to serve. The list is available on the Web at https://www.sam.gov/portal/public/SAM/.

The prospective Representative, ____, certifies by submission of this document, that neither he/she is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

REPRESENTATIVE

____
Name & Title

____
Street Address, City, State, Zip

____
Date

The original will be placed in your board member folder.

Programs:

Community Services Block Grant (CSBG) - Weatherization - Summer Food Program – Family Resource Program (FFSP) - Home Repairs - Low Income Housing Energy Assistance Program (LIHEAP) - North East Community Redevelopment Agency (NECRA) - Emergency Solutions Grant (ESG) - Temporary Assistance for Needy Families (TANF) - School Readiness - Voluntary Pre-Kindergarten (VPK)

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

DATE: May 16, 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 ABB Inc., Related to Substation and Generating Station Maintenance Services

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Introduction:

This is a request for City Council to Approve the agreement between the City of Mount Dora and ABB Inc., related to substation and generating station maintenance services.

Discussion:

This is a request for City Council to approve the agreement between the City of Mount Dora and ABB Inc., one of twelve vendors to perform substation maintenance based on their capabilities and expertise in substation devices and systems. This request is pursuant to the invitation to bid issued by Florida Municipal Power Agency (FMPA) Bid ITB # 2022-034.

Mount Dora Electric Utility substation currently has three large transformers with breakers, bus work, relays, and circuit switchers that provide sufficient capacity and contingency to serve our customers. It is critical that routine scheduled maintenance and equipment repair be performed on substation equipment to ensure excellent reliable electric service to our customers. Due to the many pieces of equipment and control devices and the needed availability for emergencies, it is important to have several contractors available with different capabilities.

The City of Mount Dora Electric is a member of FMPA and participated as a named participant in the cooperative bid issued by FMPA for competitive solicitation of Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC..

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document.

The City of Mount Dora Electric Utilities Department reviewed the proposals and confirmed FMPA criteria. All suppliers agreed to bid pricing and the terms and conditions within the FMPA Invitation to Bid documents.

Budget Impact:

The Electric department budgeted $30,000 for other contractual services in the current FY 2022-2023 budget that can be used for this purpose.

Strategic Impact:

Infrastructure – This contract is critical to maintain the Mount Dora Substation in providing reliable power to our customers.

Recommendation:

Request Approval of Agreement between the City of Mount Dora and ABB Inc., related to substation and generating station maintenance services.

Attachment(s):

1. Piggyback Agreement.ABB.SGS (ABB 2 May 23)

Prepared by:	vedderl vedderl, Administrative Assistant	
Reviewed by:	Steve Langley, Electric Utility Director	Approved - 4/4/2023
	Aneta Barton, Budget Director	Approved - 4/5/2023
	Sherry Sutphen, City Attorney	Approved - 5/10/2023
	Jeanann Hand, City Clerk	Approved - 5/10/2023
	Patrick Comiskey, City Manager	Final Approval - 5/10/2023

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 ABB INC., 305 Gregson Drive, Cary, NC 27511, 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:	ABB Inc. 305 Gregson Drive Cary, NC 27511

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 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.

CONTRACTOR shall indemnify CITY from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of CONTRACTOR in connection with this Agreement. In the event the injury or damage is caused by joint or concurrent negligence of CITY and CONTRACTOR, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of CONTRACTOR's indemnity obligation, no part of the Products or Site is considered third party property.

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 and for any time and material Purchase Orders, 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 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 in accordance with Sections 17 and 18 of ABB terms (ABBGTC (2022-01)) .

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: MARK HAMMES

Title: US Sales Leader

Print: _______________________

Title: _______________________

STATE OF ~~FLORIDA~~ Indiana
COUNTY OF Allen

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Mark Hammes, as Mark Hammes, of ABB, 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 INDL 4840-04-2313 as identification, and who did/did not take an oath this 10 day of May, 2023.

(stamp)

JACOB CULP
NOTARY PUBLIC
SEAL
ALLEN COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES JANUARY 29, 2031
COMMISSION NUMBER NP0746486

____
NOTARY PUBLIC

Exhibit "A"

Cooperative Contract

Award Memorandum dated January 30, 2023,

issued by Florida Municipal Power Agency listing ABB, Inc.

Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

January 30, 2023

To: FMPA Members

From: Sharon Samuels

Re: Substation & Generating Station Maintenance Services - Award ITB# 2022-034

****

FMPA issued competitive solicitation for Substation & Generating Station Maintenance Services. In response, FMPA received proposals from 13 bidders: ABB, Inc. of Carmel, IN; Electric Power Systems of Sanford, FL; Electrical Engineering Enterprise of Tampa FL; Flo Power of East Lake Weir, FL; Hitachi Energy of Raleigh, NC; MP Predictive Technologies of Orlando, FL; North American Substation Services of Altamonte Springs, FL; Patterson & Dewar of Norcross, GA; Premier Power maintenance of Indianapolis, IN; Southern Switches & Contacts of Palm Harbor, FL; TAW Technical Field Services; TRC of Lancaster, PA; and Utility Engineering, LLC of Raleigh, NC.

The members participating in the Provision of Substation & Generating Station Maintenance Services Bid have reviewed the bid submittals. Pursuant to Section 28.1, Reserved Rights of the bid document, the recommended award is for twelve (12) of the thirteen bidders per areas of specialization in the bid document. Please see the table of award selection on the following page.

These awarded bidders will extend the bid prices and terms to other FMPA Members as stated in our bid document. This bid award is effective until February 1, 2024; at that time the award may be extended by mutual consent.

Should you have any concerns or questions, please feel free to contact me.

cc: Awarded Bidders

Florida Municipal Power Agency
8553 Commodity Circle • Orlando, FL 32819 • (407) 355-7767 • www.fmpa.com

FMPA
Provision of Substation and Generating Station Maintenance Services
SUMMARY OF SPECIALTY AREAS

SCOPE OF WORK	BIDDERS											
	ABB	Electric Power Systems	Electrical Engineering Enterprise	Flo Power	Hitachi	MP Predictive	NASS	Patterson & Dewar	Premier Power Maintenance	Southern Switch	TAW Technical	Utility Engineering
General Substation Site Inspection (Section 2)		✓	✓	✓		✓		✓	✓	✓	✓	
Circuit Breaker Inspection, Testing, and Maintenance (Section 3)	✓	✓	✓	✓	✓	✓			✓	✓	✓	
Circuit Breaker Repair and Reconditioning (Section 4)	✓	✓	✓	✓		✓			✓	✓	✓	
Relay Inspection, Testing, Maintenance, & Repair (Section 5)	✓	✓	✓	✓		✓		✓	✓		✓	✓
Capacitor Bank Inspection, Testing, Maintenance, & Repair (Section 6)		✓	✓	✓		✓			✓		✓	
Meter Inspection & Testing (Section 7)	✓	✓	✓			✓			✓		✓	
Metal Clad Breaker Repair and Reconditioning (Section 8)	✓	✓	✓			✓			✓	✓	✓	
Power Transformer & LTC Inspection, Testing, Maintenance, and Repair (Section 9)	✓		✓	✓	✓	✓	✓		✓	✓	✓	
Single Phase Voltage Regulators Inspection, Testing, Maintenance, and Repair (Section 10)			✓		✓	✓			✓	✓		
Circuit Switcher and Disconnect Switch Inspection, Testing, Maintenance, and Repair (Section 11)	✓	✓	✓	✓		✓	✓		✓	✓	✓	
Recloser Inspection, Testing, Maintenance, and Repair (Section 12)		✓	✓						✓		✓	

SCOPE OF WORK	BIDDERS											
	ABB	Electric Power Systems	Electrical Engineering Enterprise	Flo Power	Hitachi	MP Predictive	NASS	Patterson & Dewar	Premier Power Maintenance	Southern Switch	TAW Technical	Utility Engineering
DC Control Circuitry Inspection, Testing, Maintenance, and Repair (Section 13)	✓	✓	✓			✓		✓	✓		✓	
Protection Communication Systems Inspection, Testing, Maintenance, and Repair (Section 14)	✓	✓	✓					✓	✓		✓	
Instrument Potential Transformer Inspection, Testing, Maintenance, and Repair (Section 15)	✓	✓	✓		✓	✓			✓		✓	
Current Transformer Inspection, Testing, Maintenance, and Repair (Section 16)	✓	✓	✓	✓	✓	✓	✓		✓		✓	
Potential Circuit Tests (Section 17)	✓	✓	✓	✓		✓		✓	✓			
Battery Inspection, Testing, Maintenance, and Repair Charger (Section 18)		✓	✓			✓			✓	✓	✓	
Annunciator Inspection, Testing, Maintenance, and Repair (Section 19)	✓	✓	✓						✓			
SCADA Equipment (Section 20)		✓	✓					✓	✓			
Mineral Oil Services (Section 21)		✓	✓	✓	✓				✓	✓	✓	
Installation and Replacement of Equipment (Section 22)	✓		✓	✓	✓	✓	✓		✓	✓	✓	
Live Line Insulator Washing (Section 23)												
Ground Grid Inspection, Testing, Maintenance, and Repair (Section 24)		✓	✓	✓		✓		✓	✓	✓	✓	

SCOPE OF WORK	BIDDERS											
	ABB	Electric Power Systems	Electrical Engineering Enterprise	Flo Power	Hitachi	MP Predictive	NASS	Patterson & Dewar	Premier Power Maintenance	Southern Switch	TAW Technical	Utility Engineering
This Bidder Offers all or some of the Miscellaneous Work (Trenching, Wiring, Fencing, and Control Building Repairs)			✓	✓		✓				✓		

NOTE: Vendors with ✓ took exceptions to the FMPA Terms & Conditions. Please see the Exceptions & Clarifications page for details

Provision of Substation and Generating Substation Maintenance
FMPA ITB# 2022-034

Bidders Exceptions and Clarifications

ABB, Inc.

- **Took exception to FMPA Terms and Conditions; stating that the ABB Standard Terms and Conditions will take precedence over the terms of the bid document. For this reason, FMPA recommends rejecting this submittal.** ***Acceptance of these terms is at the discretion of each Participating Member.*** *Their terms and conditions are attached for your review.*
- **Took exception to Sections 35, 39, 21, 23 of the terms.**
- **Took exception to Section 2.1 of the specifications;** stating ABB will not be held liable for proper function of devices/materials outside ABB expertise.
- Participating Member is required to pay all reasonable expenses incurred in connection with schedule delay, suspension, or cancellation. It is not limited to demobilization/remobilization, costs of storage, and cancellation charges. The schedule for ABB obligations shall be extended for a period of time reasonably necessary to overcome the effects of schedule delay.
    - Within 7 days prior to commencement of services -$500 to $7,500 per resource assigned.
    - Within 72 hours prior to commencement of services -$2,500 to $10,000 per resource assigned.
    - Within 24 hours prior to commencement of services -$2,500 to $25,000 per resource assigned.
- Invoice to be issued, 100% Upon substantial completion of each scheduled visit.
- Payment terms: Net 30 days from date of invoice
- Pricing does not include any applicable taxes, permits, and licensing fees.
- Four-week notice is required for assigning engineering services.
- Services are considered Substantially Complete when services performed by ABB can be occupied by buyer or buyer can use the services portion for its intended use.
- Cost provided for transportation is considered a non-binding estimate. Due to fluctuating transportation cost, at time of delivery, ABB will invoice actual cost to the Participating Member.
- Participating Member shall be responsible for disposal of waste generated at work site. Be responsible for removal/replacement of any obstructions that interfere with access of existing equipment.
- ABB notes they shall not be liable for material supply, coronavirus outbreaks, or issues with transportation.

ELECTRIC POWER SYSTEMS

- Payment is 30 days from receipt of invoice.
- Additional 10% mark-up apply for materials.
- Crew makeup will be determined by job specific factors including schedule and safety requirements.
- Travel rates are round trip per person.
- Jobs lasting two (2) weeks or more, will incur travel charges every two weeks per person.
- GSA rates for lodging and per diem.

<u>ELECTRIC POWER SYSTEMS – *cont.*</u>

- **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.

<u>ELECTRICAL ENGINEERING ENTERPRISE</u>

- 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

<u>FLO POWER, LLC</u>

- 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.

<u>HITACHI ENERGY</u>

- **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. <u>For this reason, FMPA recommends rejecting this submittal</u>. 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 SERVICS, INC.

- Took no exceptions
- Charge for cancellation prior to mobilization is 25% of the project.
- Charge for cancellation after mobilization is 75% of the project.
- Per diem charge will be $225
- Additional 20% mark-up apply for materials.
- Storm/emergency rate is $205.50.
- Additional charges 20% applies to markup for rental equipment.

TRC .

- **Took exception to the FMPA Terms and Conditions sections: 31 Code of Ethics; 32 Collusion; 33 Indemnity; 34 Insurance,** TRC to use ISO endorsement for coverage**; 35 Warranty; 36 Acceptance of Services; 37 Termination for Default; 38 Termination for Convenience; 39 Liquidated Damages; Liability; 40 Control of Work and Subcontractors; 41 Suspension of Work; 42 Acceptance and Payment for Work Completed; 43 Modification or Withdrawal of bid; and 44 Errors in Bids. For this reason, FMPA recommends rejecting this submittal.** ***Acceptance of these terms is at the discretion of each Participating Member.*** *Their terms and conditions are attached for your review.*
- Mobilization cost and travel time will be calculated and listed as a separate cost per proposal. No mobilization costs were provided. **FMPA recommends rejecting this submittal.** ***Acceptance is at the discretion of each Participating Member.***
- Charge for cancellation after mobilization is mobilization cost.
- Per diem charge will be GSA rates for lodging and per diem.
- Additional 10% mark-up apply for materials.
- Storm/emergency rate is $195 per hour, per man.

UTILITY ENGINEERING, LLC

- Took no exceptions
- Charge for cancellation after mobilization is mobilization cost.
- Breakdown/Setup cost is $200
- Per diem charge will be $180
- Storm/emergency rate is $150 hourly rate.

PROPOSAL TO FURNISH AND DELIVER SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE FOR THE FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-7.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 0 % for payment made within 0 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 ____________

The signature below is predicated on the use of ABB Standard Terms and Conditions for execution of this contract. ABB Standard Terms & Conditions will take precedence over terms included in this document.

Respectfully submitted:

Company Name: ABB Inc.

Signature: Mark Hammes

(Authorized Representative)

Mark Hammes

(Type or Print Name of Signer)

Address: 12722 Hamilton Crossing Blvd
Carmel, IN 46032

E-Mail Address: mark.hammes@us.abb.com

Telephone Number: 847-921-4331

Toll Free Number: 1800-533-5885 (24/7 emergency service hotline)

Date: November 1, 2022

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

Travel Cost Breakdown:	Charge ($)
Mileage rate ($ per mile)	Included in standard rate
Travel Rate ($ per hour per man)	Same as Standard Rate

* 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.

____

Below, please indicate the **total travel cost** per crew, including mileage and man-hours, from your facility to **each individual city**.

ZONE 1	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	New Smyrna Beach Utilities
	$925.00	$925.00	$925.00	$925.00	$925.00
ZONE 2	City of Bartow	City of Wauchula			
	$925.00	$925.00			
ZONE 3	City of Clewiston	City of Homestead	Ft. Pierce Utilities Authority		
	$925.00	$925.00	$925.00		
ZONE 4	Keys Energy Services				
	$1,850.00				
ZONE 5	Town of Havana				
	$1,850.00				

Miscellaneous Charges:	Charge ($)
Charge if work is cancelled prior to mobilization	
Charge if work is cancelled after mobilization	
Breakdown and setup costs	Standard Rate
Per diem rate if overnight stay is required	$200.00
Mark-up rate for materials	Cost + 35%
Storm/Emergency-related response rate	140% Of Rate
Additional charges (please provide explanation)	

Comments:

See ABB Proposal Document 'Price Terms and Conditions'

See ABB Proposal Document 'Price Terms and Conditions'

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

Hourly Charges:	Charge ($)		Comments:
Hourly Cost (Straight Time) ~~for Technician~~ Field Engineer	$231.25		$1,850.00 daily rate min of 8hr per scheduled day
Overtime Hourly Cost ~~for Technician~~ Field Engineer	$346.87		$2,775.00 daily rate min of 8hr per scheduled day
Premium Hourly Cost for ~~Technician~~ Field Engineer	$462.50		$3,700.00 daily rate min of 8hr per scheduled day
Hourly Cost (Straight Time) for ~~Technician Supervisor~~ Field Engineer	$231.25		$1850.00 daily rate min of 8hr per scheduled day
Hourly Charges:			
Hourly Cost (Straight Time) for ~~Electrician~~ Field Engineer	Same as above		Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary.
Overtime Hourly Cost for ~~Electrician~~ Field Engineer	Same as above		Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary.
Premium Hourly Cost for ~~Electrician~~ Field Engineer	Same as above		Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary.
Hourly Cost (Straight Time) for ~~Electrician Supervisor~~ Field Engineer	Same as above		Work to be performed by ABB Field Engineer. Electrical qualifier will be utilized if necessary.

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 ABB Inc. does:
(Name of business)

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

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

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

4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

Mark Hammes
Vendor's Signature

11/1/2022
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.

__x__ We TAKE exception to the Bid Specifications as follows:

Refer to ABB Proposal document Sections 5 & 6 for Clarifications and Exceptions

Exception taken to TC item 35 See ABB proposal document.

Exception taken to SGSM item 39 See ABB Proposal Document.

Exception taken to SGSM item 21. See ABB Proposal Document

Exception taken to SGSM item 23. See ABB Proposal Document

Exception taken to SGSM item 2.1 ABB will/can provide visual inspections however ABB will not be held
- liable for the proper function of devices/materials outside ABBs expertise. This includes but is not limited to fire extinguishers and eye wash stations.

Company Name: ABB Inc.

By: Mark Hammes
(Authorized Person's Signature)

Mark Hammes
(Print or type name and title of signer)

Company Address: 305 Gregson Drive, Cary, NC 27511

Telephone Number: 847-921-4331

Toll Free Number: 1800-533-5885 (24/7 emergency services hotline)

Fax Number:

Date: 11/1/2022

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, ABB Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Mark Hammes
Signature of Contractor's Authorized Official

Mark Hammes - Director - Application Engineering & Proposals — 11/1/2022
Name and Title of Contractor's Authorized Official — 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

Mark Hammes

Signature of Contractor's Authorized Official

Mark Hammes - Director Application Engineering & Proposals

Name and Title of Contractor's Authorized Official

11/1/2022

Date

AOC - 3

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 12:46 PM this 1 day of November, 2022.

Proposer Mark Hammes

By Mark Hammes (Signature) Mark Hammes (Printed or Typed Name)

Title Director - Application Engineering & Proposals

Complete Business Address of Proposer: 12722 Hamilton Crossing Blvd
Carmel, IN 46032

State of Incorporation North Carolina

Complete Address of Principal Office 305 Gregson Drive
Cary, NC 27511

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

Alfredo Huete
13115 SW 109 Ct
Miami, FL 33176

Telephone (305) 282-0970 Fax (____) ________

E-Mail alfredo.huete@us.abb.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 Indiana

COUNTY OF Allen

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

1. The business name and address of ABB Inc - ~~12722 Hamilton Crossing Blvd~~
[name of bidder or contractor]
is 12722 Hamilton Crossing Blvd, Carmel IN 46032.

2. My relationship to ABB Inc
[name of bidder or contractor]
is Director Application Engineering & Proposals
[relationship such as sole proprietor, partner, president, vice president].

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

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

AOC - 5

~~7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is ______________________________. A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned above on the 1st day of November, 2022.

Notary Public

(Affix Seal)

BRAD VAN DER WEELE
NOTARY PUBLIC
SEAL
ALLEN COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES APRIL 11, 2023
COMMISSION NUMBER 664886

April 11, 2023
My Commission Expires

Brad Van Der Weele
Type or Printed Name

Signature

Mark Hampes
Printed Name

Dir - Application Eng. & Proposals
Title

11/1/2022
Date

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

ABB Inc.
Firm

11/1/2022
Date

Mark Hammes
Authorized Signature

Director - Application Engineering & Prop.
Officer Title

Mark Hammes
Printed or Typed Name

AOC - 7

Parts & Service: 1-888-434-7378

QUOTATION NO.	AH676935-1022-JWV-R0
DATE	10/24/2022

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

BUYERS INFORMATION:

Quote Requested by	Sharon Samuels
Company	Florida Municipal Power Agency
Address	8553 Commodity Cir, Orlando, Florida 32819-9002
Phone	
Email	
Service Contact	Same
Phone	Same
BUYER PO NO.	TBD
SAP #	9033248

SUBMIT PURCHASE ORDER TO:
ABB INC.

ABB Contact	Alfredo Huete
Address	305 Gregson Drive Cary, NC 27511
Phone	305 282 0970
Email	Alfredo.huete@us.abb.com

PLEASE REFERENCE PROPOSAL NO. ON ALL PURCHASE ORDERS

REMIT PAYMENT TO:
ABB INC.
29713 Network Place
Chicago, IL 60673-1297

Work Services Description
ABB is pleased to offer this firm fixed daily rate, per resource, for the services outlined below at the Florida Municipal facility locate in various location across Florida (see section 2 below).

Scope of Supply:

1. Services:
    a. Upon receipt of an acceptable purchase order, ABB will schedule the appropriate resource to perform the services once the customer provides a firm date of service.
    b. Upon completion ABB will provide a field service report detailing the services performed, test results, and recommendations for future service.

2. Site Equipment:
    a. The proposal is for the Provision of Substation and Generating Station Maintenance for the following FMPA Members:
        i. Beaches Energy Services
        ii. City of Bartow
        iii. City of Clewiston
        iv. City of Green Cove Springs
        v. City of Homestead
        vi. City of Mount Dora
        vii. City of Starke
        viii. City of Wauchula
        ix. Ft. Pierce Utilities Authority
        x. Keys Energy Services
        xi. New Smyrna Beach Utilities
        xii. Town Of Havana

3. ABB Supplied Equipment:
    a. ABB will supply the requisite (calibrated) testing equipment for use during the activities below.

4. Work Scope:
    a. To provide work scope as instructed by FMPA staff.
        i. Please see Comments/Clarifications/Exceptions in Sections 5 & 6.

5. Comments / Clarifications
    a. Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
    b. Customer shall provide craft labor to assist with the listed scope of work at ABB's direction.
    c. All Protective settings shall be provided by others and are not included within this proposal.
    d. All equipment must be de-energized and properly isolated prior to the start of work.
    e. Price is contingent upon continuous, unobstructed access to de-energized equipment.
    f. Customer shall provide one copy of existing system schematics, drawings, and other equipment/site, and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
    g. Customer shall provide temporary power and lighting as required for testing.
    h. TC item 34, Abb does not procure insurance for any specific project.
    i. SGSM 1.3.1 ABB is a potential manufacturer and/or supplier of equipment.
    j. SGSM Item 1.3.1 ABB will service equipment up to 27KV
    k. SGSM item 9.1 Oil di-electric & DGA tests will require a 3rd party and will be invoiced at $298.00.
    l. ABB Terms and Conditions specifically mentioned in this section will apply.
    m. See ABB Terms and Conditions regarding Limited Liability.
    n. See ABB Terms and Conditions regarding Environmental Health and Safety Matters.
    o. See ABB Terms and Conditions Force Majeure.

6. Exceptions
    a. Exception taken TC Item 35. Abb standard warranty will apply. See Warranties and Remedies under ABB Standard Terms and Conditions, section 8.
    b. Exception taken TC Item 39, payment of liquidated damages by Awarded Bidder shall be Participant's sole and exclusive remedy for delay. Exception taken to item b, other is not defined. Damages are limited to 5% of specific individual site visit.
    c. Exception taken to SGSM item 21.
    d. Exception taken to SGSM item 23.
    e. Exception taken to SGSM item 2.1 ABB will/can provide visual inspections however ABB will not be held liable for the proper function of devices/materials outside ABBs expertise. This includes but is not limited to fire extinguishers and eye wash stations.

7. Schedule:
    a. Quoted work assumes all work to take place during regular business hours excluding weekends and ABB recognized holidays. Hourly charges for ABB service to be based upon date/time requested.
    b. All service quoted on contingent upon straight time (normal business) hours. If services are required to be performed on an overtime and/or double time schedule, prices quoted are subject to increase.
    c. Please note that advanced notice of four (4) weeks is required for assigning local field engineering resources. Less than four (4) weeks' notice may require the use of non-local resources resulting in additional travel and living costs.
    d. Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions or deficiencies encountered with equipment, unless caused by ABB will be

addressed in the form of a written change order and charged at the agreed upon rate shown in tables below.

Price, Terms and Conditions

ABB will accomplish the above-described work scope for daily rate per resource as shown in the tables below.

	Straight time	Over Time	Double time
Daily Cost for Field Service Engineer (8hr/day)	$1,850.00	$2,775.00	$3,700.00

Zone	Travel Cost per Field Service Engineer
Zone 1	$925.00
Zone 2	$925.00
Zone 3	$925.00
Zone 4	$1,850.00
Zone 5	$1,850.00

Mileage Rate	Included in Travel Cost

Per Diem Rate (Overnight)	$200

Mark-UP Rate For Materials	Cost + 35%

Less than 24-hour response for Strom/Emergency-Related Response Rate	140% of Quoted Rates

- Cancellation Charges
  - Buyer shall pay all reasonable expenses incurred by ABB in connection with a schedule delay, suspension, or cancellation, including, but not limited to, demobilization/remobilization, costs of storage during suspension or schedule delay, and cancellation charges. The schedule for ABB's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension or schedule delay.
    - Order Cancellation or suspension – Schedule of Charges
    - Within seven (7) days prior to commencement of Services = $500 - $7500 per resource assigned
    - Within 72hrs prior to commencement of Services = $2500 - $10,000 per resource assigned

- Within 24hrs prior to commencement of Services = $2500 - $25,000 per resource assigned

- Invoice to be issued as follows:
  - 100% Upon substantial completion of each scheduled visit.
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and "ABB Inc. General Terms and Conditions of Sale (2022-01 U.S.)" as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB's performance of work shall constitute assent to the terms and conditions. Oral agreements and/or commitments to perform services are not enforceable.

If this contract is for the direct or indirect sale to any entity of and/or funded in whole or part of the U.S. government, then Buyer agrees that all products and services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller in this contract. If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the contract price.

Additional Services
Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that worked is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment "A".

Consideration on 2019-nCoV (Coronavirus Outbreak)
If after submission of ABB's bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB will be entitled to cost compensation, time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

Consideration for Material Supply
The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually

agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

Consideration for Transportation
The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

Buyer's Responsibilities
The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
  - Directing ABB personnel in identifying and isolating the proper electrical equipment.
  - Shutting down electrical equipment in an emergency and providing emergency response during high-risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high-risk operations. If not present, then ABB will stop work and notify the Buyer.
  - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all "special" maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, of required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.

- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

Assumptions and Clarifications

- Any items or services not specifically outlined herein are not included.
- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion. "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

ABB INC.　　　　　　　　　　　　　　　　BUYER:

By:	Alfredo Huete		
Title:	Sales Manager		
Email:	Alfredo.Huete@us.abb.com		
Phone:	305 282 0970	Fax:	N/A

Company:			
By:	(Signature)		
Title:			
Email:		Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.

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

DATE: May 16, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amendment to the Interlocal Agreement between Lake County and the City of Mount Dora for Library Services

Introduction:

This is a request for the City Council to approve the Amendment to the Lake County Library System Interlocal Agreement.

Discussion:

The W.T. Bland Public Library is a member of the Lake County Library System, which is governed by the Interlocal Agreement between Lake County and the ten city-owned member libraries (ATTACHMENT #1). A one-year amendment was extended on July 5, 2022, which expires on September 30, 2023. Normally, this agreement is renewed every three years, but Lake County is again requesting an amendment to the existing agreement providing a one-year extension.

Included in the Interlocal Agreement is the appropriation formula that partially compensates city libraries for the non-resident use of their libraries and collections. This formula includes a base annual payment of $20,000 and then a proportionate share of the allocated County funds distributed based upon the libraries' circulation rates.

The amendment includes the following changes:

- Extending the existing Interlocal Agreement by 12 months, terminating on September 30, 2024.
- Increasing the annual base amount for each city library from $20,000 to $25,000.

The Lake County Library System Interlocal Agreement has served the libraries and their communities well since 1986, when Mount Dora joined the cooperative. The Lake County Library System provides a coordinated and high quality delivery of library services to all the residents of Lake County and the Interlocal Agreement is critical for maintaining that cohesion.

Budget Impact:

In addition to the annual appropriation, which is estimated to be $267,583 in 2023-24, the Interlocal Agreement results in significant cost savings for the City of Mount Dora. All networked public PCs and printers are supplied, maintained and managed by the cooperative. The Library's Wi-Fi is provided by the cooperative, as are databases and access to volume discount contracts with publishers.

Strategic Impact:

Membership in the Lake County Library System remains of vital importance to the City of Mount Dora, for both reduced operating expenses as well as providing a greatly increased array of materials and services available to Mount Dora residents.

Recommendation:

City Council to approve the Amendment to the Lake County Library System Interlocal Agreement.

Attachment(s):

1. ATTACHMENT #1 - 2019 Signed Interlocal Library Agreement
2. City of Mount Dora Extension Interlocal.SGS

Prepared by:	Cathy Lunday, Library Director	
Reviewed by:	Cathy Lunday, Library Director	Approved - 4/13/2023
	Aneta Barton, Budget Director	Approved - 4/13/2023
	Sherry Sutphen, City Attorney	Approved - 5/10/2023
	Jeanann Hand, City Clerk	Approved - 5/10/2023
	Patrick Comiskey, City Manager	Final Approval - 5/10/2023

ATTACHMENT #1

RESOLUTION NO. 2019-93

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE INTERLOCAL AGREEMENT WITH LAKE COUNTY FOR THE PROVISION OF LIBRARY SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR INTERLOCAL AGREEMENT AUTHORIZATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake County Board of County Commissioners (Lake County) is the governing body which coordinates library services and programs for the public library cooperative in Lake County; and

WHEREAS, the City of Mount Dora (City) operates a public library within the jurisdictional limits of the City that is part of the Lake County public library cooperative; and

WHEREAS, the City and Lake County have agreed that it is in the best interest of the public to have equal access to public library services, without charge, for all residents of the City of Mount Dora and Lake County; and

WHEREAS, the City and Lake County have developed an Interlocal Agreement which best fits their mutual needs and the public interest.

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. Interlocal Agreement Authorization. The City Council hereby authorizes the Mayor to execute the Interlocal Agreement, related to public library services, attached hereto as **Exhibit "A"**.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions and execute said lease agreements as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Interlocal Agreement with Lake County for the provision of library 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.

PASSED AND ADOPTED this 16th day of July, 2019.

NICK GIRONE
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 legality.

Sherry G. Sutphen
City Attorney

ATTACHMENT #1

EXHIBIT "A"
Interlocal Agreement with Lake County related to
Public Library Services

Resolution No. 2019-93
3 of 3

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF MOUNT DORA RELATING TO PROVISION OF LIBRARY SERVICES

This is an Agreement between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", by and through its Board of County Commissioners, and the City of Mount Dora, a municipal corporation pursuant to the laws of Florida, located in Lake County, Florida, hereinafter referred to as "MUNICIPALITY" or "CITY".

WITNESSETH:

WHEREAS, the COUNTY and MUNICIPALITY believe it is mutually beneficial and in the public interest to enter into an agreement which provides equal access to public library services, without charge, for all residents of Lake County; and

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the state of Florida may exercise jointly with any other public agency of the state of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, both the COUNTY and the MUNICIPALITY are public agencies within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01; and

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes the MUNICIPALITY to render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes the COUNTY to provide libraries and cultural facilities and programs; and

WHEREAS, the COUNTY is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single library administrative unit; and

WHEREAS, the Lake County Board of County Commissioners is designated as the governing body that coordinates the library services and programs for the public library cooperative.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. PURPOSE:

The COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing unified library services without charge to residents of Lake County by participating in the cooperative operation of the Lake County Library System, a public library cooperative. In support of said purpose the COUNTY and the MUNICIPALITY endorse the overarching goal of the *State Aid to Libraries Program* which is to assist local governments in maintaining and developing vital library services, and specifically to:

A. Provide equal access to free public library services to all residents in the service areas of the participating governments.

B. Coordinate library service throughout the service areas.

C. Provide consistent plans, programs, policies, and procedures in the operation, maintenance, and development of library services throughout the service area.

2. DEFINITIONS:

A. "Annual plan of service", according to *State Aid to Libraries Guidelines,* means a document adopted or approved by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year.

B. "Governing body" shall mean the Lake County Board of County Commissioners.

C. "Library Advisory Board" shall mean the Lake County Library Advisory Board.

D. "Lake County Library System" shall mean the entire program of free library services and resources provided for the residents of Lake County through the public library cooperative established through this Agreement and Lake County Code, Chapter 12, Article III.

E. "Local funds", according to *State Aid to Libraries Guidelines*, means funds, exclusive of any state and federal funds, that are expended centrally for the operation and maintenance of the Lake County Library System. Local funds may be COUNTY funds or municipality funds and shall be expended by the appropriate local entity. Funds which would otherwise be received by and expended by the municipality except for this agreement shall constitute the municipality's local funds.

F. "Participating Library's governing body" means the municipality that operates and supports a public library and participates in the Lake County Library System through an Interlocal agreement.

G. "Participating Library" or "Member Library" means a library which, through its governing body, has entered into an Interlocal Agreement with Lake County to provide library service, without charge, to the residents of Lake County.

H. "Public library cooperative" shall mean the Lake County Library System and, according to *State Aid to Libraries Guidelines*, means a program of public library services and resources operated or coordinated by a governing body designated by one or more participating local governments. The governing body administers or coordinates, through a single administrative head, the common services for libraries operated by those participating local governments that have agreed through interlocal or other agreements to provide library service across their combined legal service areas. The single administrative head must be employed full- time by either the cooperative's governing body or a local participating government. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports. Residents of the combined legal service area have equal free access to all services provided by the libraries of all the participating local governments.

I. "Reciprocal Borrowing" for purposes of the State Aid to Libraries Grant Program means that all public libraries within a county that receive Operating Grants extend borrowing privileges without charge to residents of each other's service areas. Borrowing privileges must apply to all materials that are available to be borrowed by residents of the library service area receiving an Operating Grant. The reciprocal borrowing requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

J. "Resident" shall mean any individual who either owns real property or resides in Lake County on a permanent or continual basis. Required evidence of residency is outlined in Lake County Policy number LCC-8, *Lake County Library System Circulation and Registration.*

K. "Service area" shall mean Lake County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality; and in the case of the City of Leesburg, service area means the utility district.

L. "Single administrative head", according to *State Aid to Libraries Guidelines*, means the individual who is employed full-time by the Board of County Commissioners who is responsible for managing or coordinating the Lake County Library System.

M. "Single library administrative unit" means Lake County and, according to *State Aid to Libraries Guidelines*, means an eligible political subdivision under Section 257.17, *Florida*

Statutes, designated by a county to be responsible for managing or coordinating free library service to its residents.

N. "State Aid to Libraries Grants Program", according to *State Aid to Libraries Guidelines,* means a continuing state grant authorized by Chapter 257, *Florida Statutes*, for eligible library entities.

O. "*State Aid to Libraries Guidelines",* means the publication which specifies mandatory requirements for eligibility in the State Aid to Libraries Grants Program.

P. "Total Circulation" for the purposes of this Interlocal Agreement shall mean the sum of all items circulated by the MUNICIPALITY to library patrons and all items circulated by the MUNICIPALITY to another Lake County Library System library in a fiscal year, based on circulation reports generated by the library automation system.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on September 30, 2022, unless terminated earlier in accordance with the provisions of the Agreement.

4. TERMINATION:

Either party may terminate the Agreement without cause by giving the other party sixty (60) days advance written notice.

5. ADDITION OF NEW MEMBERS:

A library may become a member of the Lake County Library System by meeting the criteria and following the guidelines outlined in Lake County Policy number LCC-7, *Lake County Library System Guidelines and Minimum Standards for Public Libraries Entering the County Library System* and by obtaining approval of the Board of County Commissioners.

6. LAKE COUNTY LIBRARY SYSTEM GOVERNING BODY:

The Board of County Commissioners is designated as the governing body of the Lake County Library System, a public library cooperative, to administer or coordinate the library services and programs of the Lake County Library System. According to *State Aid to Libraries Guidelines,* this involves policy-making, planning, budgeting, and employing the single administrative head of the library system and entering into contracts on behalf of the library system.

7. LIBRARY ADVISORY BOARD:

A. There shall be a Library Advisory Board, whose responsibilities shall be to:

(1) Study and make recommendations to the Board of County Commissioners regarding the coordination and development of the Lake County Library System. This shall include recommending countywide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library directors and the single administrative head; and

(2) Make recommendations regarding the COUNTY's budget for the countywide library system, the proportionate shares of all COUNTY funds to be allocated to the participating libraries, and the method of distribution of those funds.

B. The members of the Lake County Library Advisory Board shall be appointed by the Board of County Commissioners. Five (5) members shall be appointed with one (1) from each commission district. Such appointments shall be based on recommendations by the Lake County Library Advisory Board. However, the Lake County Board of Commissioners shall not be bound by such recommendations. In addition, the City shall have one (1) member on the Lake County Library Advisory Board who shall be designated by its City Council. Upon designation, the City member shall be appointed by the Board of County Commissioners. Each member shall be appointed for a term of four (4) years. The Board of County Commissioners may also appoint an alternate member who shall serve in the case of the appointed member's absence. The terms and manner of appointment of such alternate members shall be the same as that of the member whom he/she is representing as an alternate. Alternate members may attend Library Advisory Board meetings and shall have voting authority only if filling in as an alternate for an absent board member.

An appointment to fill any vacancy on the Library Advisory Board shall be for the remainder of the unexpired term of office. If the City appointment fails to attend three (3) consecutive regular meetings, the Library Advisory Board may recommend that the Board of County Commissioners or the Municipality declare the member's office vacant. The Board of County Commissioners or Municipality shall fill such vacancy as set forth herein.

The subsequent addition of participating libraries shall result in the addition of one seat per additional participating library on the Library Advisory Board and such seat shall be filled as set forth herein.

C. Terms of appointment and composition of the Library Advisory Board are further described in *Lake County Code, Chapter 12, Article III.*

8. OWNERSHIP AND DISPOSITION OF PROPERTY, MATERIALS AND EQUIPMENT:

A. MUNICIPALITY shall own:

(1) Library materials, equipment, and other goods purchased by the COUNTY for and placed in the participating library using MUNICIPALITY, COUNTY or State Aid Operating grant funds, regardless of value, except for those described in Section 8. B.

(2) Library materials, equipment and other goods purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY, if purchased for the MUNICIPALITY, with a value less than $1,000.00 at the time of purchase, except for those described in Section 8(B).

(3) All items purchased using the MUNICIPALITY's local funds.

(4) All items purchased by the MUNICIPALITY and reimbursed by Library Impact Fee funds, unless otherwise specified in a separate agreement.

B. COUNTY shall own:

(1) Items purchased by the COUNTY, using COUNTY, state, or federal funds, as a part of the COUNTY's networked library computer and telecommunications systems, regardless of item location or placement. Items shall include, but may not be limited to, hardware, software, and licenses.

(2) Equipment purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY with a value in excess of $1,000.00 at the time of purchase.

(3) All items purchased for the single administrative unit using the COUNTY's local funds, or State Aid Operating and federal grant funds.

(4) All items purchased by the COUNTY using Library Impact Fee funds, unless otherwise specified in separate agreement.

C. The COUNTY, in consultation with the participating library director, may remove, relocate, or replace COUNTY owned equipment located at the MUNICIPALITY's participating library as deemed necessary or advantageous to the Lake County Library System.

9. LOCAL AUTHORITY:

The MUNICIPALITY and the COUNTY shall remain autonomous and each shall retain control of its facilities, operations, functions, and local funds. For example:

A. Each shall determine the level of library service for its community to be incorporated in the long-range plan of service.

B. All authority with respect to MUNICIPALITY funding of library programs and services or expenditures from the MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditures from the COUNTY revenues and sources shall lie solely with the COUNTY.

C. Trust funds, individual gifts or donations made to a library shall remain the property of the governmental entity to which they were given.

D. The MUNICIPALITY's library facility shall remain the property of the MUNICIPALITY, and the COUNTY's facilities shall remain the property of the COUNTY. Operations, maintenance and repairs shall be affected through operating budgets from appropriations allocated by the owning entity. Maintenance, modification, sale or lease of real property shall be the responsibility of the owning entity.

E. All paid staff, of the MUNICIPALITY's participating library, shall remain employees of the MUNICIPALITY, and all paid COUNTY library staff shall remain employees of the COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

10. SINGLE ADMINISTRATIVE HEAD:

A. According to established COUNTY policies and procedures, the Board of County Commissioners is responsible for hiring the single administrative head, who shall be employed full-time, and shall be under the supervision of the County Manager or designee. The single administrative head shall be the head of the Lake County Library System, a public library cooperative, and according to *State Aid for Libraries Guidelines* shall have completed a library education program accredited by the American Library Association and shall have had at least two years of successful, full-time paid professional experience, after completing the library education program, in a public library that is open to the public at least forty (40) hours a week. The Board of County Commissioners may establish additional qualifications for the single administrative head and shall set positions, salary structure and benefits.

B. According to *State Aid for Libraries Guidelines*, the single administrative head shall be responsible for the overall management or coordination of the library system within the framework established by this Interlocal or other agreements, plans, policies, and budgets. Responsibility for managing or coordinating the following activities may not be delegated through Interlocal or other agreements:

(1) Development of a single long-range plan for all library outlets;

(2) Development of a single annual plan of service;

(3) Development of a Lake County Library System budget;

(4) Implementation of the long-range plan, an annual plan of service and the budget;

(5) Preparing reports on behalf of the library system; and

(6) Expending all State Aid to Libraries grants.

11. LONG RANGE PLAN FOR LIBRARY SERVICE, ANNUAL PLAN OF SERVICE AND COMBINED BUDGET:

A. According to *State Aid to Libraries Guidelines*, in order to be eligible to receive a State Aid to Libraries Grant, the Lake County Library System shall have on file with the State Library a current copy of the following:

(1) A long-range plan adopted or approved by the library system's governing body outlining the library system's operation and development over a three to five-year period;

(2) A current annual plan of service adopted by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year; and

(3) A combined budget for the current year adopted by the library system's governing body.

B. The single administrative head shall develop and implement a long-range plan for the operation and development of county-wide library service. The long-range plan shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, the directors of the participating libraries and the Board of County Commissioners. The single administrative head and the participating library directors shall serve as support staff. The Board of County Commissioners shall adopt the long-range plan at a public hearing. Prior to adopting the long-range plan, the Library Advisory Board shall review and make recommendations to the Board of County Commissioners. The Board of County Commissioners shall consider these recommendations but shall not be bound thereby. The plan shall be reviewed and updated yearly through the development of an annual plan of service.

C. The annual plan of service will be based on the long-range plan of service and the combined budget; and will be developed by the single administrative head in cooperation with participating library directors, and the Library Advisory Board. In adopting the annual plan of service, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Lake County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by the MUNICIPALITY, the MUNICIPALITY shall present its line item budget for library services to the single administrative head for inclusion in the combined budget. The combined budget shall include and take into account funds allocated by participating governing bodies, aid received from state and federal sources, and all other revenues received to provide library services. The combined budget shall be adopted by the Board of County Commissioners. The combined budget shall not include funds to be expended for the purchase or construction of a library building.

E. In accordance with *State Aid to Libraries Guidelines*, the COUNTY and the MUNICIPALITY agree to spend funds in accordance with the Lake County Library System's long-range plan, annual plan of service, and budget for those funds that the Lake County Library System will report on a State Aid application as having been expended centrally.

12. FISCAL RESPONSIBILITY:

The COUNTY shall procure an independent audit annually of all funds administered by the single administrative head. The audit shall be prepared and presented to the MUNICIPALITY and to the State Library of Florida within thirty (30) days following acceptance of the audit by the COUNTY.

The MUNICIPALITY shall provide a copy of its audit for each fiscal year to the COUNTY and the single administrative head within thirty (30) days following acceptance of the audit by the MUNICIPALITY. By August 1 of each year, the MUNICIPALITY shall submit to the COUNTY a completed *Certification of Local Operating Expenditures* form, Attachment A, accompanied by a supporting general ledger that details line item expenditures for library operations for the preceding fiscal year, which shall be used to support the Lake County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for the MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FORMUNICIPALITY:

A. The COUNTY shall allocate a base amount of fifteen thousand dollars ($15,000) per year to the MUNICIPALITY to assist with funding of programs and services at its participating library. In addition to the annual base amount, the COUNTY shall distribute to the MUNICIPALITY its share of the total amount to be appropriated to all member libraries that year, less the total of the base amounts to all of the member libraries, based on the MUNICIPALITY's total circulation for the fiscal year prior to the previous fiscal year. Therefore, the total amount to be appropriated to the MUNICIPALITY for provision of countywide library services shall be the base amount, plus the proportionate share of the net total appropriation. This distribution shall be calculated as follows:

- Total amount appropriated to the MUNICIPALITY
- Base amount
- The MUNICIPALITY's percentage share of all member libraries' total circulation for fiscal year prior to previous fiscal year
- Total Appropriation to all member libraries for current fiscal year
- Number of member libraries $a = b + c * [d - (b * e)]$

B. In consideration of these allocations the MUNICIPALITY:

(1) Shall provide library services to all residents of the COUNTY;

(2) Shall use COUNTY funds to enhance current library services provided by its participating library;

(3) Shall make its best effort to maintain or exceed the current level of its local operating funds for the library budget;

(4) Shall not use COUNTY funds annually allocated to the MUNICIPALITY for the purchase or construction of a library building.

(5) Shall enter and maintain accurate patron records on the Lake County patron database.

C. It is the intent of the parties that the distribution of COUNTY funds to the various participating libraries be made on a fair and equitable basis. Accordingly, the formula for disbursing COUNTY funds to participating libraries set forth in Section 13(A) above may be changed only upon the approval of all of the participating libraries' governing bodies and the Board of County Commissioners.

D. The COUNTY shall make its best effort to maintain or exceed the current level of its total appropriation to all participating libraries; however, the COUNTY may propose an increase or decrease based on current financial circumstances or changes in library services. The COUNTY shall not decrease the total appropriation to all participating libraries unless it gives four (4) months advance notice to the participating libraries and their governing bodies of its intent to reduce said funding levels.

E. When a MUNICIPALITY requests to join the Lake County Library System, the municipality shall receive a graduated payment for year one and year two, with a full payment in year three, as follows:

- Year One: Base Amount of $15,000.
- Year Two: Base Amount of $15,000 plus an additional $15,000 for intra-library loans to other Lake County Libraries.
- Year Three: Funding formula as identified in Section 13(A) above.

14. CENTRALIZED SERVICES:

The COUNTY shall provide the following centralized services to the MUNICIPALITY's participating library:

A. Courier service to route materials and equipment among libraries;

B. Intra-library loan services;

C. Centralized cataloging of library materials, maintenance and oversight of the bibliographic database;

D. Purchasing from State Aid Operating grant funds and Library Services and Technology Act grant funds for the benefit of the Lake County Library System;

E. Networked telecommunications and computer systems services as described in Section 15;

F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to digital resources and other formats;

G. Coordination of youth and adult programming and literacy services.

15. NETWORKED SYSTEMS:

A. The COUNTY shall provide and maintain networked library automation and telecommunications systems. The COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. The COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long-range plan and annual plan of service and based on availability of funds.

B. The COUNTY shall pay maintenance costs for all equipment attached to the COUNTY's networked systems and purchased with COUNTY, state or federal funds, and Library Impact Fees awarded to COUNTY, except as outlined in Section 15(D)(1).

C. The COUNTY shall provide staff to perform networked systems administration which shall include: technology planning, training, preventative maintenance, systems monitoring, trouble-shooting, running of required backups, resolution of systems problems, monitoring of system needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Lake County Library System web pages, development of participating library web pages upon request, maintenance of staff e-mail accounts, acting as a liaison with network vendors, installation of peripheral equipment and devices, and technology grants application and administration. Assigned COUNTY staff shall be available to perform the above during library operating hours in a reasonable amount of time and shall have the authority to prioritize requests for assistance.

D. Networked library systems shall be provided by the COUNTY to the MUNICIPALITY at no cost to the MUNICIPALITY except as specified below:

(1) The MUNICIPALITY reserves the right to expand, at its own expense, the COUNTY's networked systems at its participating library to levels exceeding those provided by the COUNTY in consultation with the single administrative head and provided said expansion meets the COUNTY specifications. At the request of the participating library, such equipment may be paid for with State Aid funds, if available, at the discretion of the COUNTY. The MUNICIPALITY shall be responsible for associated costs including, but not limited to, maintenance, licenses, installation, and software of any non-COUNTY owned equipment. The COUNTY may provide technical support where feasible.

(2) The MUNICIPALITY shall, at its own expense, provide proper electrical

and data wiring of its participating library facility, according to specifications provided by the COUNTY, to insure proper operation of the networked systems. At the request of the participating library, necessary wiring expenses may be paid by the COUNTY with State Aid funds, if available, at the COUNTY's discretion.

(3) The MUNICIPALITY shall, at its own expense, make available at its participating library any telecommunications lines necessary to the operation and maintenance of any networked library computer systems. The MUNICIPALITY shall cover costs of associated installation, maintenance and monthly telecommunications charges.

(4) The MUNICIPALITY shall, at its own expense, provide supplies at its participating library that are pertinent to the operation of the networked systems such as printer paper, printer ink cartridges and drums, item barcodes, etc. Patron cards and patron registration forms shall be provided by the COUNTY to the MUNICIPALITY at no charge. The COUNTY may choose to provide other automation supply items to the MUNICIPALITY at no charge.

E. The MUNICIPALITY shall participate in the centralized cataloging program and adhere to County procedures to ensure the integrity of the combined bibliographic database.

F. Neither the MUNICIPALITY nor its participating library shall attach equipment or software to any COUNTY networked system without prior written approval from the single administrative head or designee; or remove equipment or software purchased by the COUNTY and placed at the participating library as part of any COUNTY networked system without prior written approval from the single administrative head or designee. Any physical attachment to or removal from a COUNTY networked system shall be performed by the COUNTY or a vendor authorized or recommended by the COUNTY.

G. Should the COUNTY cancel this Agreement for any reason other than the MUNICIPALITY's failure to comply with the terms of this Agreement, the COUNTY, at its own expense and at the request of the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the termination of the Agreement for a period not to exceed two (2) years. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the COUNTY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library, including obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Upon separate mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the two (2) year period.

H. Should the MUNICIPALITY cancel this Agreement for any reason other than the COUNTY's failure to comply with the terms of this Agreement, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library. The MUNICIPALITY shall also be responsible for all costs associated with obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. The COUNTY shall be obligated, at the MUNICIPALITY's request, to continue operation and maintenance of the COUNTY's networked systems for a period of up to one (1) year and the MUNICIPALITY shall be obligated to pay associated operating and maintenance costs to the COUNTY. Upon mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the one (1) year period.

I. Should this Agreement terminate through expiration, the COUNTY, if requested by the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the expiration of the Agreement for a period not to exceed one (1) year during which the MUNICIPALITY will pay associated operating and maintenance costs for the one (1) year period. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library, including the costs of obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. In the event that negotiations are ongoing prior to the expiration of the Agreement, the MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days after expiration.

16. REPORTING:

The MUNICIPALITY and its participating library shall submit, by deadlines established through an agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. The COUNTY shall file, by deadlines established in *State Aid to Libraries Guidelines*, all reports and documents required to maintain State Aid eligibility.

17. SYSTEM WIDE POLICIES:

A. The single administrative head, in consultation with the directors of the participating libraries, shall develop and recommend system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, and the Board of County Commissioners.

B. The Library Advisory Board shall recommend system wide library policies to the Board of County Commissioners upon a two thirds majority vote of its members. The MUNICIPALITY's representative shall represent the MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board but shall not be bound thereby. System wide policies shall be transmitted to all member library governing bodies for consideration and/or action at least thirty (30) days before consideration by the Board of County Commissioners.

C. The COUNTY and MUNICIPALITY shall abide by system wide policies to the extent they do not conflict with County and City Ordinances, policies or procedures.

18. RECIPROCAL BORROWING:

The COUNTY has previously existing agreements authorizing reciprocal borrowing with Seminole, Volusia, and Marion counties, and with Lake-Sumter State College. Additional reciprocal borrowing agreements may be entered into by the COUNTY on behalf of the Lake County Library System upon the written approval of the Board of County Commissioners and all participating library governing bodies.

19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MEMBER LIBRARY GOVERNING BODIES:

A. The COUNTY and the MUNICIPALITY shall abide by all State and Federal laws, and specifically those relating to the provision of library services.

B. The COUNTY shall refrain from using State Aid Operating grant funds, except in the case of a severe funding shortage and only upon the consent of the COUNTY and all participating MUNICIPALITIES, as a means to replace COUNTY allocations for library services.

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the extent allowed for by Florida law, and the COUNTY agrees to indemnify and hold the MUNICIPALITY harmless to the extent allowed for by Florida law, from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee under circumstances in which the MUNICIPALITY and the COUNTY, if a private person, would be liable to the claimant, in accordance with the general laws of the state of Florida.

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either party.

The full execution of this Agreement shall obligate the COUNTY and the MUNICIPALITY to comply with this indemnification. This indemnification shall not act or be interpreted as a waiver of either party's sovereign immunity pursuant to Section 768.28, Florida Statutes.

21. INSURANCE:

The COUNTY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the COUNTY's buildings, contents, vehicles, networked systems, workers' compensation, general liability, and any other insurance required by law.

The MUNICIPALITY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the MUNICIPALITY's participating library including buildings, contents, equipment owned by the MUNICIPALITY, vehicles, workers' compensation, general liability, and any other insurance required by law.

22. MEDIATION/LEGAL FEES /JURY TRIAL WAIVER:

In the event that any dispute arises between the MUNICIPALITY and the COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or the COUNTY under the Agreement, that dispute shall be mediated by a library professional chosen by the State Librarian from the State Library consultant staff. The mediation shall not be binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourse as allowed by law.

Should litigation arise under this Interlocal Agreement, each party agrees to waive any right to trial by jury.

23. MODIFICATION:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

24. NOTICES:

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY	MUNICIPALITY
County Manager Lake County Administration Building 315 West Main Street, Suite 308 P.O. Box 7800 Tavares, FL 32778-7800	City Manager 510 N. Baker Street Mount Dora, FL 32757

cc: Director of the Office of Library Services
P.O. Box 7800
Tavares, FL 32778-7800

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered; or if sent by mail, the date of the postmark; or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notices shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

25. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties. It may not be modified

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signing by and through its Chair, and MUNICIPALITY, by its duly authorized representative.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

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

Leslie Campione
Leslie Campione, Chairman

This 10th day of September, 2019.

Approved as to form and legality:

MMarsh

Melanie Marsh
County Attorney

ATTEST:

MUNICIPALITY

Gwen Johns, City Clerk

Nick Girone, as Mayor
City of Mount Dora

This 18th day of July, 2019.

Approved as to form and legality:

Sherry Sutphen, City Attorney

ATTACHMENT A

CERTIFICATION OF LOCAL OPERATING EXPENDITURES
FISCAL YEAR 2017-2018

The Lake County Board of County Commissioners,
(name of library governing body)

governing body for the W. T. Bland Public Library,
(name of Lake County Library System Member Library)

hereby certifies that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2017, and ending September 30, 2018, for the operation and maintenance of a library under the conditions outlined in Chapter 257, Florida Statutes, Lake County Library System's Long Range Plan and Annual Plan of Services and Budget, and the Interlocal Agreement Relating to Provision of Library Services.

We further certify that the amount listed below does not include any of the following:

- Funds received from the federal government
- Funds received from the state government
- Funds used for purchase or construction of a library building or library quarters

Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant program.

We further certify that the amount listed below:

(check one)

X does include funds received from the Lake County Board of County Commissioners.
___ does not include funds received from the Lake County Board of County Commissioners.

(check one)

___ has been audited by an external auditor.
___ has been reviewed by an independent auditor.
X has been compiled into financial statement format by an independent auditor.

Also, a copy of the report of the independent auditor:

(check one)

___ has been provided to the Lake County Board of County Commissioners.
X is enclosed.

A copy of the supporting general ledger with detail line item expenditures for library operations is required to be submitted to the Lake County Board of County Commissioners for all libraries.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2017, and September 30, 2018.

$ 868,389

Signature, Chief Financial Officer — Date: 7/23/19

Matt Dickey
Print Name

Finance Director
Official Title

This certification is to be completed and mailed by **August 1, 2019** to: Library Services Director, Lake County Library System, P.O. Box 7800, Tavares, FL 32778-7800.

ATTACHMENT #1

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
EXPENDITURE OR APPROPRIATION REPORT

Library Name: W. T. Bland Public Library

Expenditure Report - ***October 1, 2017 - September 30, 2018***

EXPENDITURE/ APPROPRIATION CATEGORY	FUNDING OR REVENUE SOURCES:					TOTAL
	LOCAL	COUNTY	STATE	FEDERAL	OTHER	
10 Personnel Services	$598,858					$598,858
30 Operating Expenses	$162,688					$162,688
60 Capital Outlay (Non-Fixed)	$106,843					$106,843
Other						$0
Total for the operation & maintenance of the library	$868,389	$0	$0	$0	$0	$868,389

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)						$0

ATTACHMENT #1

CITY OF MOUNT DORA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
MAJOR FUND - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018
(Concluded)

	Original Budget	Final Budget	Actual	Variance
Expenditures *(Concluded)*				
Transportation				
Roads and Streets:				
Personal Services	$ 537,361	$ 500,146	$ 513,471	$ (13,325)
Operating Expenses	527,133	1,004,863	1,005,892	(1,029)
Capital Outlay	-	310	310	-
Total Transportation	1,064,494	1,505,319	1,519,673	(14,354)
Culture and Recreation				
Libraries:				
Personal Services	568,050	588,827	598,858	(10,031)
Operating Expenses	152,604	164,760	162,688	2,072
Capital Outlay	35,000	106,851	106,843	8
Total Libraries	755,654	860,438	868,389	(7,951)
Parks and Recreation:				
Personal Services	677,441	751,852	758,054	(6,202)
Operating Expenses	637,959	598,064	593,623	4,441
Capital Outlay	1,200	47,319	47,318	1
Total Parks and Recreation	1,316,600	1,397,235	1,398,995	(1,760)
Total Culture and Recreation	2,072,254	2,257,673	2,267,384	(9,711)
(Total Expenditures)	(17,554,913)	(17,554,817)	(17,299,861)	254,956
(Deficiency) of Revenue (Under) Expenditures	(4,987,853)	(2,934,160)	(2,452,069)	482,091
Other Financing Sources				
Transfers in:				
Public Services Tax	1,919,000	761,938	761,938	-
Electric	1,184,350	1,184,350	1,309,300	124,950
Water and Wastewater	1,768,200	1,768,200	1,385,600	(382,600)
Stormwater	141,150	141,150	144,350	3,200
Transfers (out):				
Cemetery Fund	(117,000)	(117,000)	(57,000)	60,000
Special Event Fund	(376,700)	(376,700)	(273,793)	102,907
CRA Fund	(544,475)	(544,475)	(525,066)	19,409
NECRA Fund	(220,812)	(220,812)	(212,415)	8,397
Self-Insurance Fund	-	-	(20,461)	(20,461)
Total Other Financing Sources (Uses)	3,753,713	2,596,651	2,512,453	(84,198)
Net Change in Fund Balances	(1,234,140)	(337,509)	60,384	397,893
Fund Balance, Beginning of Year	1,234,140	337,605	3,659,165	3,321,560
Fund Balance, End of Year	$ -	$ 96	$ 3,719,549	$ 3,719,453

07/23/2019 11:04 AM REVENUE AND EXPENDITURE REPORT FOR MOUNT DORA Page: 1/1
User: HayesS
DB: Mount Dora
PERIOD ENDING 09/30/2018

ACCOUNT	DESCRIPTION	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	PERIOD BALANCE DR (CR)
Expenditures				
Function: Unclassified				
Dept 5710 - LIBRARY				
Account Type: Expenditure				
PERSONAL SERVICES				
512.00-00	SALARIES & WAGES	428,339.00	467,524.00	467,523.30
514.00-00	OVERTIME WAGES	2,980.00	7,191.00	7,190.67
521.00-00	FICA TAXES	32,996.00	35,524.00	35,523.65
522.00-00	RETIREMENT EXP	51,252.00	26,651.00	36,683.99
523.00-00	HEALTH & LIFE INSURANCE	52,483.00	51,937.00	51,936.16
524.00-00	W/C INSURANCE EXP	661.00	680.00	881.86
PERSONAL SERVICES		568,711.00	589,507.00	599,739.63
OPERATING EXPENDITURES				
534.00-00	OTHER CONTRACTUAL SERVICE	3,800.00	557.00	556.25
534.02-00	MERCHANT CARD	700.00	339.00	338.24
540.00-00	TRAVEL & PER DIEM	2,000.00	205.00	204.86
541.00-00	COMMUNICATION SERVICES	30,800.00	33,096.00	33,095.18
542.00-00	MAIL & FREIGHT	1,200.00	146.00	145.17
543.00-00	UTILITY SERVICES	20,000.00	23,312.00	23,311.37
544.00-00	RENT	7,850.00	7,108.00	7,107.13
545.00-00	INSURANCE	28,193.00	28,193.00	25,929.44
546.00-00	REPAIR & MAINT SERVICES	18,100.00	8,586.00	8,585.01
547.00-00	PRINTING & BINDING	1,000.00	130.00	129.55
549.00-00	OTHER CURRENT CHGS & OBLG	800.00	1,842.00	1,841.15
551.00-00	OFFICE SUPPLIES	4,500.00	5,896.00	5,895.56
552.00-00	OPERATING SUPPLIES	15,200.00	21,079.00	21,078.25
552.05-00	TECHNICAL SUPPLIES	15,800.00	19,011.00	19,010.86
552.70-00	Adult Programs	0.00	436.00	435.71
552.71-00	JUVENILE PROGRAMS	0.00	489.00	488.32
552.72-00	ADULT PROGRAM SUPPLIES	0.00	1,914.00	1,913.51
552.73-00	JUVENILE PROGRAM SUPPLIES	0.00	1,903.00	1,902.92
552.74-00		0.00	60.00	59.44
554.00-00	DUES AND MEMBERSHIPS	1,200.00	8,372.00	8,371.84
555.00-00	TRAINING	800.00	1,406.00	1,406.00
OPERATING EXPENDITURES		151,943.00	164,080.00	161,805.76
CAPITAL OUTLAY				
566.00-00	LIBRARY COLLECTION	35,000.00	106,851.00	106,842.96
CAPITAL OUTLAY		35,000.00	106,851.00	106,842.96
Total Expenditure:		755,654.00	860,438.00	868,388.35
Total Dept 5710 - LIBRARY		755,654.00	860,438.00	868,388.35
Total - Function Unclassified		755,654.00	860,438.00	868,388.35
TOTAL EXPENDITURES		755,654.00	860,438.00	868,388.35
TOTAL REVENUES - FUND 001		0.00	0.00	0.00
TOTAL EXPENDITURES - FUND 001		755,654.00	860,438.00	868,388.35
NET OF REVENUES & EXPENDITURES		(755,654.00)	(860,438.00)	(868,388.35)

AMENDMENT TO AGREEMENT
RELATING TO
PROVISION OF LIBRARY SERVICES

This is an Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", by and through its Board of County Commissioners, and the City of Mount Dora, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as 'MUNICIPALITY" or "City", by and through its City Commission.

WITNESSETH:

WHEREAS, on September 10, 2019, the COUNTY entered into an Interlocal Agreement with the MUNICIPALITY for the provision of public library services (the "Agreement"); and

WHEREAS, on September 13, 2022, the County and the MUNICIPALITY entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023; and

WHEREAS, the parties now want to extend the Agreement for an additional 12-month period expiring on September 30, 2024; and

WHEREAS, executing this Amendment is in the best interests of the parties, citizens of the City of Mount Dora and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Legal Findings of Law.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and the City of Mount Dora and are ratified and confirmed a being true and correct and are hereby made a specific part of this Amendment upon adoption hereof.

2. **Amendment.** The Agreement is hereby amended as follows:

A. Section 3, *Term*, is hereby amended to allow for an additional 12-month period and terminating on September 30, 2024.

B. Section 13 (E), *Appropriation of County Funds for Municipality*, is hereby amended to add Year Five: The COUNTY shall allocate a base amount of twenty-five thousand dollars ($25,000) to assist with funding of programs and services at Municipality's participating library.

3. **Effect of Amendment.** All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Amendment conflicts with the Agreement, this Amendment will govern.

IN WITNESS WHEREOF, the parties have signed this Amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

____
Kirby Smith, Chairman

This _____ day of _________________________, 2023.

Approved as to form and legality:

____
Melanie Marsh
County Attorney

MUNCIPALITY

ATTEST: CITY OF MOUNT DORA

______________________________ ____

Jeanann Hand, City Clerk Crissy Stile, Mayor

This ______ day of ________________________, 2023.

Approved as to form and legality:

____

Sherry G. Sutphen, City Attorney

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

DATE:	**May 16, 2023**
TO:	**Honorable Mayor and City Council Members**
FROM:	**Patrick C. Comiskey, City Manager** Patrick C. Comiskey
SUBJECT:	Request Approval of Amendment 2 to the Financing Agreement Between Christian Home and Bible School, PNC Mortgage Corporation and the City of Mount Dora

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Introduction:
This is an opportunity for the Council to consider approval of the Second Amendment to the Financing Agreement replacing the benchmark rate from LIBOR (London Interbank Offered Rate) index to the SOFR (Secured Overnight Financing Rate) index.

Discussion:
The City Council by Resolution 2017-53 agreed to issue conduit debt for the Christian Home and Bible School, Inc. in the amount of $6,250,000. This debt was issued to fund the stadium construction. The First amendment was approved by the City Council in October 2021 to allow PNC Bank to switch the swap from BBVA Spain to PNC Bank. The agreement references the LIBOR index which is a benchmark for setting the interest rates. The LIBOR index will cease in June 2023 in large part because of the role it played in worsening the 2008 financial crisis, as well as scandals involving LIBOR manipulation among the rate-setting banks. This amendment will replace the benchmark rate from LIBOR to the SOFR index.

Budget Impact:
The City has no liability for the Christian Home and Bible School, Inc. indebtedness.

Strategic Impact:
Fiscal Sustainability

Recommendation:
Authorization for the Mayor to execute the Second Amendment to the SWAP Note for the Revenue and Revenue Refunding Bond Series 2017.

Attachment(s):

1. Christian Home $6.25MM Amendment Form 29B Direct Rate Replacement

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	Rita Meade, Interim Finance Director	Approved - 5/2/2023
	Sherry Sutphen, City Attorney	Approved - 5/10/2023
	Jeanann Hand, City Clerk	Approved - 5/10/2023
	Patrick Comiskey, City Manager	Final Approval - 5/10/2023

AMENDMENT NO. 2 TO FINANCING AGREEMENT

THIS AMENDMENT NO. 2 TO FINANCING AGREEMENT (together with Exhibit A attached hereto, this "Amendment") is dated as of May __, 2023 (the "Effective Date") and is made by and among CHRISTIAN HOME AND BIBLE SCHOOL, INC., a Florida not for profit corporation (the "Borrower"), CITY OF MOUNT DORA, FLORIDA, (the "Issuer") and PNC BANK, NATIONAL ASSOCIATION (the "Bank") under the Existing Agreement, as hereinafter defined (all such parties, the "Parties").

RECITALS

WHEREAS, the Parties are parties to that certain Financing Agreement dated as of May 1, 2017, relating to the Issuer's Revenue and Revenue Refunding Bond (Christian Home and Bible School Project Series 2017 (as amended, supplemented, modified or restated prior to the date hereof, collectively, the "Existing Agreement");

WHEREAS, certain loans, advances and/or other extensions of credit denominated in U.S. Dollars under the Existing Agreement bear interest or are permitted to bear interest, and have fees, commissions or other amounts based on the London Interbank Offered Rate administered by the ICE Benchmark Administration ("LIBOR") in accordance with the terms and conditions of the Existing Agreement (the "Affected Loans"); and

WHEREAS, applicable parties under the Existing Agreement have determined that Affected Loans made, continued or converted under the Existing Agreement on or after the Effective Date that would otherwise bear interest and accrue fees and commissions with reference to LIBOR, shall bear interest and accrue fees and commissions with reference to a successor rate for all purposes under the Existing Agreement and under any other agreement, instrument, certificate or document (other than any derivative, swap agreement, hedge agreement or ISDA confirm or other analogous or similar document executed in connection with any interest rate hedging or swap transactions) executed and delivered in connection with the Existing Agreement (together with the Existing Agreement, each as amended, supplemented, modified or restated prior to the date hereof, collectively, the "Existing Documents"), subject to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the Parties covenant and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth herein.

2. Certain Definitions. Capitalized terms used in this Amendment but not otherwise defined herein or in Exhibit A shall have the meanings assigned to such terms in the Existing Agreement. Capitalized terms used in Exhibit A that are also used in the Existing Agreement shall supplement (but not replace) the defined terms in the Existing Agreement with respect to Affected Loans, unless otherwise stated therein.

3. Amendments. The Existing Agreement is hereby amended as set forth on Exhibit A attached hereto. Notwithstanding any provision of the Existing Agreement or any Existing Document to the contrary, the Parties hereby agree that the terms set forth on Exhibit A apply solely to Affected Loans on and after the Effective Date. For the avoidance of doubt, to the extent provisions in the Existing Agreement apply to Affected Loans and such provisions are not specifically addressed by Exhibit A, such provisions in the Existing Agreement shall continue to apply to Affected Loans from and after the Effective Date. In the event of a conflict between the terms of this Amendment and the terms of the Existing Agreement or any other Existing Document, the terms of this Amendment shall govern and control. For the further avoidance of doubt, (a) the provisions of this Amendment supersede and govern any provisions of the Existing Agreement relating to benchmark replacements as they apply on and after the Effective Date, and (b) the execution and delivery of this Amendment by the Parties shall be deemed to satisfy and discharge any and all requirements under the Existing Agreement for notices to be furnished to any Party in connection with the replacement of any benchmark applicable to Affected Loans, as contemplated by this Amendment.

4. Representations and Warranties. The Borrower hereby represents and warrants that: (a) no default or Event of Default (or similar defined term) exists or will exist immediately after giving effect to the transactions contemplated hereby, (b) all representations and warranties of Borrower contained in the Existing Agreement, in this Amendment and in the other Existing Documents are true and correct in all material respects (without duplication of any materiality qualifiers), (c) the execution, delivery and performance of this Amendment and any other document related hereto by the Borrower have been duly authorized by all necessary corporate or other organizational action, and (d) this Amendment and any other document related hereto have been duly executed and delivered by the Borrower.

5. Limitation; Effect of Amendment; No Novation. No provision of the Existing Agreement or any other Existing Document is amended or waived in any way other than as provided herein. Except as expressly set forth herein, all of the terms of the Existing Agreement and the other Existing Documents shall be and remain in full force and effect and are hereby ratified and confirmed, and constitute the legal, valid, binding, and enforceable obligations of the parties thereto. As of the Effective Date, each reference in the Existing Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference in the other Existing Documents to the Existing Agreement (including, without limitation, by means of words like "thereunder," "thereof", "therein" and words of like import), shall mean and be a reference to the Existing Agreement as amended by this Amendment. The Borrower hereby confirms that the Existing Agreement and each other Existing Document have at all times, since the date of the execution and delivery of such documents, remained in full force and effect and the obligations thereunder are continued as amended by this Amendment. The Borrower acknowledges and agrees that the amendment of the Existing Agreement and each other Existing Document by this Amendment is not intended to constitute, nor does it constitute, a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, loans, liabilities, or indebtedness under the Existing Agreement and each other Existing Document, and this Amendment, the Existing Agreement and each other Existing Document are entitled to all rights and benefits originally pertaining to the Existing Agreement and each other Existing Document.

6. Reaffirmation of Security Interests. The Borrower hereby acknowledges its receipt of a copy of this Amendment and its review of the terms and conditions hereof and consents to the terms and conditions of this Amendment and the transactions contemplated thereby. The Borrower hereby (a) affirms and confirms, as applicable, its pledges, grants and other undertakings under the Existing Agreement and each other Existing Document, each as amended by this Amendment, to which it is a party and (b) agrees that (i) the Existing Agreement and each other Existing Document, each as amended by this Amendment, to which it is a party continue to be in full force and effect and (ii) all pledges, grants and other undertakings thereunder continue to be in full force and effect (with the same priority, as applicable) and accrue to the benefit of the applicable secured party or parties thereunder.

7. Further Assurances. The Borrower agrees to execute such other documents, instruments and agreements and take such further actions reasonably requested by the Bank to effectuate the provisions of this Amendment.

8. Counterparts; Effectiveness.

(a) This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Effective Date of this Amendment shall be completed by the Bank as of the date when this Amendment shall have been executed by the Parties.

(b) The words "execution," "signed," "signature," and words of like import in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act. The Parties agree that this Amendment may, at the Bank's option, be in the form of an electronic record and may be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper signature page which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

9. Section Headings. Section headings used in this Amendment are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Amendment.

10. Severability. The provisions of this Amendment are intended to be severable. If any provision of this Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

11. Fees and Costs. The Borrower will pay on demand all out-of-pocket fees, costs, and expenses of the Bank, including but not limited to the fees and expenses of outside counsel, in connection with the preparation, execution, and delivery of this Amendment.

12. Governing Law, Etc. The terms of the Existing Agreement relating to governing law, submission to jurisdiction, waiver of venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the Parties agree to such terms.

13. Ratification of Terms. The Borrower expressly ratifies and confirms the confession of judgment (if applicable) and dispute resolution, waiver of jury trial or arbitration provisions, as applicable, contained in the Existing Documents, all of which are incorporated herein by reference.

14. Construction. Reference to this Amendment means this Amendment, together with Exhibit A attached hereto. Exhibit A is hereby incorporated into, and deemed to be part of, this Amendment.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties, by their officers thereunto duly authorized, have executed this Amendment as of the day and year first above written.

BORROWER:

CHRISTIAN HOME AND BIBLE SCHOOL, INC., a Florida not for profit corporation

By:_________________________________
___________________, President

[Amendment No. 2 to Financing Agreement 2023 – Christian Home and Bible Series 2017]

IN WITNESS WHEREOF, the Parties, by their officers thereunto duly authorized, have executed this Amendment as of the day and year first above written.

BANK:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By:__________________________________
_______________, Senior Vice President

IN WITNESS WHEREOF, the Parties, by their officers thereunto duly authorized, have executed this Amendment as of the day and year first above written.

<u>ISSUER:</u>

CITY OF MOUNT DORA, FLORIDA

By:__________________________________
Crissy Stile, Mayor

Attest:

By:__________________________________
Jeanann Hand, City Clerk

[SEAL]

EXHIBIT A TO
AMENDMENT NO. 2 TO FINANCING AGREEMENT

Article I. Definitions, Etc.

Section 1.1 Defined Terms. The following terms shall have the following meanings for purposes of this Amendment, including without limitation, this Exhibit A, and the provisions contained herein:

"Amended Agreement" means the Existing Agreement, as amended pursuant to this Amendment.

"Amended Documents" means the Existing Documents, as amended pursuant to this Amendment.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Amended Agreement as of such date and not including, for the avoidance of doubt, any tenor of such Benchmark that is then-removed from the available interest periods pursuant to clause (iv) of Section 5.1(d) of this Exhibit A.

"Base Rate Credit Extension" means a Credit Extension nominally based on a "Base Rate", "Alternate Base Rate", "Alternative Base Rate", "ABR" or other analogous or similar term generally indicating use of a benchmark rate other than, immediately prior to giving effect to the provisions of Article III of this Exhibit A, USD LIBOR but which term, immediately prior to giving effect to the provisions of Article III of this Exhibit A, would have included a component based on USD LIBOR.

"Benchmark" means, initially, SOFR; provided that if a Benchmark Transition Event has occurred with respect to a then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 5.1(d) of this Exhibit A. Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"Benchmark Replacement" means, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Bank, giving due consideration to (x) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (y) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. dollar-denominated syndicated or bilateral commercial credit facilities at such time; provided that if the Benchmark Replacement as determined pursuant to the foregoing would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Amended Agreement and the other Amended Documents.

"Benchmark Replacement Date" means a date and time determined by the Bank, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (A) the date of the public statement or publication of information referenced therein and (B) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such

Benchmark is a term rate or is based on a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date determined by the Bank, which date shall promptly follow the date of the public statement or publication of information referenced therein;

For the avoidance of doubt, if such Benchmark is a term rate or is based on a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark available under the Amended Agreement (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, the occurrence of one or more of the following events, with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or component thereof) or, if such Benchmark is a term rate or is based on a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by an Official Body having jurisdiction over the Bank, the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate or is based on a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate or is based on a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) or an Official Body having jurisdiction over the Bank announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate or is based on a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if such Benchmark is a term rate or is based on a term rate, a "Benchmark Transition Event" will be deemed to have occurred with respect to any

Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes under the Amended Agreement and under any Amended Document in accordance with Section 5.1(d) of this Exhibit A and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes under the Amended Agreement and under any Amended Document in accordance with Section 5.1(d) of this Exhibit A.

"Conforming Changes" means, with respect to Daily SOFR or any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period" (or other applicable provision regarding interest periods available), the definition of "U.S. Government Securities Business Day," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of Daily SOFR or such Benchmark Replacement and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of Daily SOFR or the Benchmark Replacement exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the Amended Agreement and the other Amended Documents).

"Credit Extension" means any extension of credit of any type denominated in U.S. Dollars under the Existing Agreement, the Amended Agreement, any other Existing Document or any other Amended Document, whether characterized as a loan, term loan, revolving loan, swingline loan, daylight overdraft loan, bid loan, advance, borrowing, credit extension, letter of credit or other financial accommodation, and whether constituting a new extension of credit, the renewal, extension of the expiry date or reinstatement or increase in the amount of an existing extension of credit or a conversion or continuation of an existing extension of credit.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), the interest rate per annum determined by the Bank by dividing (the resulting quotient rounded upwards, at the Bank's discretion, to the nearest 1/100th of 1%) (A) SOFR for the day (the "SOFR Determination Date") that is 2 Business Days prior to (i) such SOFR Rate Day if such SOFR Rate Day is a Business Day or (ii) the Business Day immediately preceding such SOFR Rate Day if such SOFR Rate Day is not a Business Day, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage, in each case, as such SOFR is published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source identified by the Federal Reserve Bank of New York or its successor administrator for the secured overnight financing rate from time to time. If Daily Simple SOFR as determined above would be less than the SOFR Floor, then Daily Simple SOFR shall be deemed to be the SOFR Floor. If SOFR for any SOFR Determination Date has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the second Business Day immediately following such SOFR Determination Date, then SOFR for such SOFR Determination Date will be SOFR for the first Business Day preceding such SOFR Determination Date for which SOFR was published in accordance with the definition of "SOFR"; provided that SOFR determined pursuant to this sentence shall be used for purposes of calculating Daily Simple SOFR for no more than 3 consecutive SOFR Rate Days. If and when Daily

Simple SOFR as determined above changes, any applicable rate of interest based on Daily Simple SOFR will change automatically without notice to the Borrower, effective on the date of any such change.

"Daily SOFR" means Daily Simple SOFR.

"Floor" means the benchmark rate floor, if any, provided in the Amended Agreement with respect to Daily SOFR, or if no floor is specified, zero.

"Interest Period" means "Interest Period", "LIBOR Period" or any other analogous or similar term set forth in the Existing Agreement or any other applicable Existing Document describing the period during which a Credit Extension bears interest with reference to a specific setting, calculation or determination of a benchmark rate; provided that such term shall be modified on the Effective Date so that (a) such term shall refer to the Daily SOFR Rate in lieu of the LIBOR Rate and (b) the only tenors, periods or intervals available pursuant to such term shall be a daily Interest Period.

"Law" means any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any Official Body, foreign or domestic.

"LIBOR Rate" means any term defined in the Existing Agreement or any other Existing Document (or any partial definition thereof) as in effect immediately prior to giving effect to the provisions of this Amendment, however phrased, referring to USD LIBOR, including by way of example applicable terms phrased as "Adjusted LIBO Rate", "Adjusted LIBOR Rate", "LIBO Base Rate", "LIBO Rate", "LIBOR Rate", "LIBOR", "Eurodollar Rate", "Eurodollar Base Rate", "Eurocurrency Rate", "One-Month LIBOR" or "Daily LIBOR Rate".

"Official Body" means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System of the United States and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System of the United States and/or the Federal Reserve Bank of New York, or any successor thereto.

"SOFR" means, for any day, a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Adjustment" means, ten (10) basis points (0.10%).

"SOFR Daily Credit Extension" means any Credit Extension bearing interest or incurring fees, commissions or other amounts based upon Daily SOFR plus the SOFR Adjustment, but excluding any Base Rate Credit Extension.

“SOFR Floor” means a rate of interest per annum equal to zero basis points (0.00%).

“SOFR Reserve Percentage” means, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

“USD LIBOR” means the London interbank offered rate for U.S. Dollars.

“USD LIBOR Credit Extension” means a Credit Extension bearing interest or incurring fees, commissions or other amounts based on a USD LIBOR rate that is held constant for a specifically designated period of time and is not reset on a daily or substantially daily basis, but excluding any Base Rate Credit Extension.

“USD LIBOR Related Definition” means any term defined in the Existing Agreement or any other Existing Document (or any partial definition thereof) as in effect immediately prior to giving effect to the provisions of this Amendment on the Effective Date, however phrased, solely relating to the determination, administration or calculation of USD LIBOR, including by way of example any instances of the LIBOR Rate and other applicable terms phrased as “Eurodollar Reserve Percentage”, “LIBOR Determination Date” and “LIBOR Reset Date”. “USD LIBOR Related Definition” does not include any term such as “Base Rate”, “Alternate Base Rate”, “Alternative Base Rate”, “ABR” or other analogous or similar term generally indicating use of a benchmark rate other than, immediately prior to giving effect to the provisions of Article III of this Exhibit A, USD LIBOR, even if such term, immediately prior to giving effect to the provisions of Article III of this Exhibit A, would have included a component based on USD LIBOR.

“U.S. Dollars” means the lawful currency of the United States of America.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 1.2 Definitions. The Existing Agreement and each other applicable Existing Document (if any) are each hereby amended to incorporate the definitions set forth in Section 1.1 of this Exhibit A, *mutatis mutandis*, including as a result of the effectiveness of this Amendment. If the Existing Agreement or any other Existing Document as in effect immediately prior to giving effect to the provisions of this Amendment already defines any term defined in Section 1.1 of this Exhibit A, the definition in Section 1.1 of this Exhibit A shall (x) to the extent that such definition also relates to Loans other than Affected Loans, supplement such definition in the Existing Agreement or such other Existing Document; and (y) to the extent that such definition relates solely to Affected Loans, supersede such definition in the Existing Agreement or such other Existing Document solely with respect to Affected Loans.

Section 1.3 Rules of Construction. For the avoidance of doubt, if and to the extent that the Existing Agreement or any other Existing Document does not, immediately prior to the effectiveness of this Amendment, include any provision or term that would be modified pursuant to any provision of Article II or Article III of this Exhibit A, such provision of Article II or Article III of this Exhibit A shall be disregarded to such extent. Any reference in this Amendment to the “Borrower” shall be deemed to refer to (a) “the Borrowers”, “the applicable Borrower”, “each Borrower”, “such Borrower” or “any Borrower”, as applicable, if the “Borrower” identified above constitutes more than one person or (b) the “Borrowers’ Agent”, “Administrative Borrower” or other analogous or similar entity, as applicable, if the Existing Agreement includes a mechanism for such entity to act for or on behalf of the Borrower.

Section 1.4 SOFR Notification. Section 5.1(d) of this Exhibit A provides a mechanism for determining an alternative rate of interest in the event that SOFR is no longer available or in certain other circumstances. The Bank does not warrant or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to SOFR or with respect to any alternative or successor rate thereto, or replacement rate therefor.

Section 1.5 Conforming Changes Relating to SOFR. With respect to Daily SOFR, the Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary in the Amended Agreement or any other Amended Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to the Existing Agreement, Amended Agreement, this Amendment, the Amended Documents, or any other Existing Document; provided that, the Bank shall provide notice to the Borrower of each such amendment implementing such Conforming Changes reasonably promptly after such amendment becomes effective.

Article II. Discontinuance of USD LIBOR.

Section 2.1 Credit Extensions.

(a) On and after the Effective Date, notwithstanding any provision of the Existing Agreement or any other Existing Document to the contrary, whether or not USD LIBOR is operational, reported, published on a synthetic basis or otherwise available in the market as of the Effective Date, subject to Article IV of this Exhibit A: (i) no USD LIBOR Credit Extension shall be available, requested or made thereunder, (ii) any request to convert an existing Credit Extension to a USD LIBOR Credit Extension shall be ineffective, and (iii) any request for a new USD LIBOR Credit Extension, or to continue, renew, extend, reinstate or increase an existing USD LIBOR Credit Extension as a USD LIBOR Credit Extension, shall be ineffective.

(b) Any request for a USD LIBOR Credit Extension that is pending on the Effective Date will be deemed to have converted into a request for a SOFR Daily Credit Extension.

Section 2.2 USD LIBOR Related Definitions. Notwithstanding any provision of the Existing Agreement or any other Existing Document to the contrary, subject to the provisions of Article IV of this Exhibit A, from and after the Effective Date, the USD LIBOR Related Definitions shall be deleted from the Existing Agreement and each other applicable Existing Document and of no further force or effect.

Article III. New Credit Extensions.

Section 3.1 Modification to LIBOR Rate Definitions. Notwithstanding any provision of the Existing Agreement or any other Existing Document to the contrary, subject to the provisions of Article IV of this Exhibit A, from and after the Effective Date:

(a) any usage of “LIBOR Rate” or other analogous or similar term referring to a USD LIBOR Credit Extension (other than (i) as used in a USD LIBOR Related Definition that has been deleted pursuant to the terms of this Exhibit A or a benchmark replacement provision or (ii) as used in connection with a Base Rate Credit Extension) in the Existing Agreement or any other Existing Document, as applicable, shall be deleted and of no further force or effect, and the phrase “Daily SOFR Rate plus the SOFR Adjustment” shall be inserted in lieu thereof,

(b) to the extent that, immediately prior to giving effect to the provisions of this Exhibit A, the Existing Agreement or any other Existing Document required or permitted the request, making and maintenance of any type of Credit Extension as a USD LIBOR Credit Extension, that type of Credit Extension shall be available, and may be requested, made and maintained, as a SOFR Daily Credit Extension, subject to satisfaction of the applicable provisions (including conditions precedent to Credit Extensions) of the Amended Agreement and any other applicable Amended Document,

(c) any term or provision of the Existing Agreement or any other Existing Document (other than as used in a USD LIBOR Related Definition that has been deleted pursuant to the terms of this Exhibit A) that refers or is applicable to a USD LIBOR Credit Extension immediately prior to giving effect to the provisions of this Amendment on the Effective Date shall refer to and be applicable to a SOFR Daily Credit Extension unless, and to the extent that, such term or provision is expressly superseded or otherwise modified by this Amendment, in which case, such term or provision shall to such extent be construed as so superseded or otherwise modified as set forth in this Amendment.

Section 3.2 Modification to Base Rate Credit Extension. Notwithstanding any provision of the Existing Agreement or any other Existing Document to the contrary, whether or not USD LIBOR is operational, reported, published on a synthetic basis or otherwise available in the market as of the Effective Date, from and after the Effective Date, any usage of USD LIBOR in a component of a Base Rate Credit Extension (excluding the related spread) shall be deleted and of no further force or effect, and Daily Simple SOFR shall be inserted in lieu thereof.

Section 3.3 SOFR Conventions and Provisions. Notwithstanding any provision of the Existing Agreement or any other Existing Document to the contrary, from and after the Effective Date, subject to Article IV of this Exhibit A, the Existing Agreement and each other applicable Existing Document are each hereby amended to incorporate the following provisions:

(a) London Business Days. To the extent that any term or provision of the Existing Agreement or any other Existing Document refers to the term "Business Day", "Banking Day", "business day" or other analogous or similar term or provision defining generally the days on which banks are deemed to be open for business, such term or provision is modified: (i) to delete any provision therein referencing London, the United Kingdom or the London interbank market to the extent that any such term or provision relates primarily to the use or administration of USD LIBOR; and (ii) when used in connection with an amount that bears interest at a rate based on SOFR or any direct or indirect calculation or determination of SOFR, to require that any such day is also a U.S. Government Securities Business Day.

(b) Types of Credit Extension. To the extent that the Existing Agreement or any other Existing Document categorizes Credit Extensions generally or by definition by type of benchmark rate that applies to such Credit Extensions, SOFR Daily Credit Extension shall constitute a type of Credit Extension, and any such definition shall be deemed to include SOFR Daily Credit Extensions.

(c) Notice Periods. Any provision under the Existing Agreement or any other Existing Document that required, immediately prior to giving effect to the provisions of Article II of this Exhibit A, the Borrower to provide notice to the Bank of any borrowing, continuation, renewal, extension, reinstatement, increase, conversion or prepayment of any USD LIBOR Credit Extension shall be deemed, in each case, to require notice thereof with respect to a SOFR Daily Credit Extension in lieu of such USD LIBOR Credit Extension.

(d) Regulation D. Any provision in the Existing Agreement or any other Existing Document that constitutes a requirement for the Borrower to compensate the Bank for any increased cost incurred as a result of a change of law, or any interpretation thereof, or any other analogous or similar yield maintenance provision shall be modified *mutatis mutandis* to include, as a cost or expense subject to such provisions, without limitation, any cost or expense incurred by the Bank with respect to its Credit Extensions under the Amended Agreement and the other Amended Documents in compliance with regulations issued from time to time by the Board of Governors of the Federal Reserve System of the United States for determining the maximum reserve requirement (including any emergency, special, supplemental or other marginal reserve requirement) with respect to eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D of the Board of Governors of the Federal Reserve System of the United States, as in effect from time to time and all official rulings and interpretations thereunder or thereof).

(e) London Interbank Market. Any reference in the Existing Agreement or any other Existing Document to the London interbank market, London interbank eurodollar market or other analogous or similar term shall be disregarded and, to the extent that such reference operates as a limitation on, or qualification of, the applicability of another provision, such limitation or qualification will be deemed removed.

Article IV. Delayed Rate Switch for Prior Periodic USD LIBOR Credit Extensions.

Section 4.1 The provisions in the other Articles of this Exhibit A shall not apply with respect to (a) any USD LIBOR Credit Extension that is outstanding that bears interest with reference to a USD LIBOR rate that (i) is or was set prior to the Effective Date and (ii) is held constant for a specifically designated interest period and is not reset on a daily or substantially daily basis (disregarding daycount, weekend or holiday conventions); provided that, such USD LIBOR Credit Extension shall only continue in effect until the expiration of the then current Interest Period for such USD LIBOR Credit Extension, and (b) any retroactive margin, yield, fee or commission increases available to the Bank as a result of any inaccuracy in any financial statement or compliance certificate that, if corrected, would have led to the application of a higher interest margin or yield with respect to any USD LIBOR Credit Extension or any higher fee or commission for any applicable period.

Section 4.2 The USD LIBOR Related Definitions and provisions with respect to items described in Section 4.1 of this Exhibit A (as in effect immediately prior to giving effect to the provisions of this Amendment on the Effective Date) shall not be deleted and shall continue in effect solely as necessary to effect the provisions set forth in Section 4.1.

Article V. Additional Provisions.

Section 5.1 Rate Unascertainable; Increased Costs; Illegality; Benchmark Replacement Setting.

(a) Unascertainable; Increased Costs. If, on or after the Effective Date:

(i) the Bank shall have determined (which determination shall be conclusive and binding absent manifest error) that (x) Daily SOFR cannot be determined pursuant to the definition thereof; or (y) a fundamental change has occurred with respect to Daily SOFR (including, without limitation, changes in national or international financial, political or economic conditions), or

(ii) the Bank determines that for any reason in connection with any request for a Credit Extension or a conversion thereto or a continuation thereof that Daily SOFR with respect to a proposed SOFR Daily Credit Extension does not adequately and fairly reflect the cost to the Bank of funding, establishing or maintaining such Credit Extension, then the Bank shall have the rights specified in Section 5.1(c) of this Exhibit A.

(b) Illegality. If on or after the Effective Date the Bank shall have determined, or any Official Body shall have asserted, that the making, maintenance or funding of any Credit Extension, or the determination or charging of interest rates based on Daily SOFR, has been made impracticable or unlawful by compliance by the Bank in good faith with any Law or any interpretation or application thereof by any Official Body or with any request or directive of any such Official Body (whether or not having the force of Law), then the Bank shall have the rights specified in Section 5.1(c) of this Exhibit A.

(c) Bank's Rights. In the case of any event specified in Section 5.1(a) or Section 5.1(b) of this Exhibit A, the Bank shall promptly so notify the Borrower thereof.

(i) Upon such date as shall be specified in such notice (which shall not be earlier than the date such notice is given), the obligation of the Bank to allow the Borrower to select, convert to or renew a SOFR Daily Credit Extension shall be suspended until the Bank shall have later notified the Borrower of the Bank's determination that the circumstances giving rise to such previous determination no longer exist.

(ii) If at any time the Bank makes a determination under Section 5.1(a) of this Exhibit A, then (a) if the Borrower has previously notified the Bank of its selection of, conversion to or renewal of a Credit Extension that has not yet gone into effect, such notification shall be deemed to provide for selection of, conversion to or renewal of a Base Rate Credit Extension in the amount specified therein, and (b) any outstanding Credit Extensions shall be converted into a Base Rate Credit Extension immediately.

(iii) If the Bank notifies the Borrower of a determination under Section 5.1(b) of this Exhibit A, the Borrower shall, subject to the Borrower's indemnification obligations under the Amended Agreement, as to any Credit Extension which is a SOFR Daily Credit Extension, on the date specified in such notice either convert such SOFR Daily Credit Extension to a Base Rate Credit Extension or prepay such SOFR Daily Credit Extension in accordance with the Amended Agreement. Absent due notice from the Borrower of conversion or prepayment, such Credit Extension shall automatically be converted to a Base Rate Credit Extension upon such specified date.

(d) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary in the Amended Agreement or in any other Amended Document, if Bank determines that a Benchmark Transition Event has occurred on or after the Effective Date with respect to a Benchmark, then the Bank may amend the Amended Agreement to replace such Benchmark with a Benchmark Replacement; and any such amendment shall be in writing, shall specify the date that the Benchmark Replacement is effective (subject to receipt by the Issuer, the Borrower and the Bank of a Favorable Opinion of Bond Counsel with respect to such amendment to the Amended Agreement) and will not require any further action or consent of any other party to the Amended Agreement or any other Amended Document.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary in the Amended Agreement or in any other Amended Document, any amendments implementing such Conforming Changes will become effective (subject to receipt by the Issuer, the Borrower and the Bank of a Favorable Opinion of Bond Counsel with respect to such amendment to the Amended Agreement) without any further action or consent of any other party to the Amended Agreement, this Amendment or any other Amended Document.

(iii) Notices; Standards for Decisions and Determinations. The Bank will promptly notify the Borrower of (A) the implementation of any Benchmark Replacement, and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Bank will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to paragraph (iv) below and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Bank pursuant to this Section 5.1(d) of this Exhibit A, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or selection, will be conclusive and binding absent manifest error and, subject to receipt of a Favorable Opinion of Bond Counsel as described in Section 5.1(d)(i) and (ii) hereof, may be made in its sole discretion and without consent from any other party to the Amended Agreement, this Amendment or any other Amended Document.

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary in the Amended Agreement or in any other Amended Document, at any time after the Effective Date (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate and either (I) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion or (II) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Bank may modify the available interest periods for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor; and (B) if a tenor that was removed pursuant to clause (A) above either (I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (II) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Bank may, for all Benchmark settings at or after such time, reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for, conversion to or continuation of a loan to be made, converted or continued at the then-current Benchmark during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for an advance or conversion to a Base Rate Credit Extension. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of any Base Rate Credit Extension based upon such then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination thereof.

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

DATE: **May 16, 2023**

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

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

SUBJECT: Request Approval of Termination of Agreement between the Florida Department of State and the City of Mount Dora for the Simpson Farmhouse Project

Introduction:

This is an opportunity for Council to approve the termination of the agreement between the Florida Department of State and the City of Mount Dora for the Simpson Farmhouse Project.

Discussion:

The terms of the City's agreement with the Florida Department of State (ATTACHMENT #1) for a 100% matching grant in the amount of $50,000 for restoration of the Simpson Farmhouse are no longer in the best interests of the City and termination of the agreement is being requested.

As part of the 2022-23 Simpson Farmhouse Expansion Project (ATTACHMENT #2), a topographical/wetland survey of the Simpson Farmhouse was completed in March 2023 (ATTACHMENT #3). This survey confirmed the wetland boundary as over 100' from the western side of the farmhouse, as opposed to an older FEMA map which showed it in close proximity to the building. This new finding makes possible the expansion of a 1,500 sq. ft. addition to the back of the farmhouse consisting of two meeting rooms and restrooms, which is a 2022-23 Capital Improvement Project.

Termination of the Florida Department of State (DOS), Division of Historical Resources Special Category Grant is in the City's best interests for the following reasons:

1. The State's new Restrictive Covenants agreement forbids any substantive alterations to the farmhouse for 10 years (the former Preservation Agreement listed five years). If "violations" are made during the first five years, a 100% refund is due and in descending amounts for the following five years. Our DOS Grant Manager states that unless there was a 1,500 sq. ft. structure behind the farmhouse originally, that addition would likely be considered a violation and not approved.

2. DOS requires that a separately procured architect submit design drawings of the restoration work of the windows, even if the elements are unchanged, which the Construction Project Manager estimates to easily be $15,000. This is an expense we have only due to the grant, which would reduce the grant's impact to $35,000.

For background on the Simpson Farmhouse Expansion project CIP, the 2022 Children's Library Expansion project converted two meeting rooms into children's spaces. This reduced meeting room capacity and placed greater strains on the library's two remaining meeting rooms, the Archives Room (15 capacity) and the Community Room (160 capacity). The Archives Room is booked an average of 36 times per month and the Community Room is booked an average 42 times per month. Demand is particularly strong for meeting spaces that could seat 30-40 people and be available after hours. The Simpson Farmhouse is home to nearly 30 Mount Dora-based groups, clubs and workshops that meet there on a weekly or monthly basis and average 6-12 people each.

The original grant application included restoration of 16 windows, the original front door and a second exterior door, six 15-light fixed unit doors and one double French door. Due to cost increases since the 2021 application, and the extensive DOS approval process, the scope of the grant was reduced to just the restoration (not replacement) of the 16 windows and the front door. This work is able to be completed this summer without grant funds. The additional restoration work - fixed unit doors, bathroom, kitchen, etc. - can be managed on an annual basis using the Simpson Farmhouse's annual $30,000 Repair & Maintenance budget.

The grant agreement was approved by the City Council at its October 18, 2022 meeting and then again at the December 20, 2022 meeting due to language changes requested by the Dept. of State. The Library Advisory Board unanimously recommended termination of the DOS Simpson Farmhouse grant at its meeting on May 8, 2023.

Budget Impact:

With the elimination of the $50,000 grant, the funds needed for the Simpson Farmhouse Renovation Project will come from the City Manager contingency in the General Fund, so the project remains funded at $100,000 (GL#310-5555-580.63.01-LB2205). If needed, the Budget Amendment will be brought back to the Council at a later time.

The 2022-23 budget for the Simpson Farmhouse includes an additional $30,000 for repair and maintenance (GL #001-1330-571.46-11), in case repairs exceed $100,000.

The Simpson Farmhouse Expansion project will be funded by the Library Impact Fee fund (GL #310-5555-580.62-01-LI2303).

Strategic Impact:

As Mount Dora continues to experience strong growth, the City's infrastructure must be maintained and expanded in order to keep pace with that growth.

Recommendation:

City Council to approve terminating the Agreement with the Florida Department of State, Division of Historical Resources for the restoration of the Simpson Farmhouse.

Attachment(s):

1. ATTACHMENT #1 - SIGNED Agreement.Grant.State of Florida and the City of Mount Dora for theSimpson Farmhouse Project.12.20.2022
2. ATTACHMENT #2 - FY 2022-23 CIP - Simpson Farmhouse Expansion
3. ATTACHMENT #3 - Simpson Farmhouse survey 2023
4. DRAFT.Letter turning down DOS grant.SGS

Prepared by:	Cathy Lunday, Library Director	
Reviewed by:	Cathy Lunday, Library Director	Approved - 4/26/2023
	Aneta Barton, Budget Director	Approved - 4/27/2023
	Sherry Sutphen, City Attorney	Approved - 5/10/2023
	Jeanann Hand, City Clerk	Approved - 5/10/2023
	Patrick Comiskey, City Manager	Final Approval - 5/10/2023

ATTACHMENT #1

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Mount Dora
23.h.sc.100.090

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

The Grantee has been awarded a Special Category Grant by the Division, grant number 23.h.sc.100.090 for the Project "Simpson Farmhouse," in the amount of $50,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3165A, contained in the 2023 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

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 "Simpson Farmhouse," 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 repairs to the historic Simpson Farmhouse in Mt. Dora, Florida. Work items will include repair/restoration/replacement of sixteen (16) windows, two (2) first floor doors, six (6) fixed unit doors, and one (1) double French door; refinishing plaster, refinishing floors, and refinishing molding; repair kitchen area including remove/replacement of VCT floor and repairing areas associated with water intrusion/rot and other damage; Repairing bathroom including remove/replacement of VCT floor and repairing areas associated with water intrusion/rot and other damage; replacement of non-historic light fixtures and repairing interior and exterior lighting/wiring. Grant funds will also be used for architectural/engineering services and permitting fees.

All window and/or door repair/restoration/replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

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

1	Fixed Price	Provide a copy of the professional architectural/engineering consultant's credentials and a project timeline to the Division for review and approval.	One (1) digital copy of professional architectural/engineering consultant credentials; One (1) project timeline.	$12,500
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 to the Division for review and approval.	One (1) electronic 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.	$12,500
3	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 sixty percent (60%) of the project completed to the Division for review and approval.	One (1) electronic 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.	$12,500
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, to the Division for review and approval. In addition, a new/updated FMSF form for the property and executed Restrictive Covenants filed with the County Clerk shall be submitted prior to final payment. Furthermore, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.	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; One (1) copy of the executed Restrictive Covenants filed with the County Clerk; One (1) Single Audit Form.	$12,500
Totals				**$50,000**

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.

2. **Length of Agreement.** This Agreement shall begin on 07/01/22 and shall end 06/30/24, 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 Division approves such extension. The Grantee's written request for such extension must be submitted to the Division 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 Division of Historical Resources:
Nicole Hu
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6355
Email: Nicole.Hu@dos.myflorida.com

For the Grantee:
Contact: Cathy Lunday
Address: 510 N Baker Street Mount Dora Florida 32757
Phone: 352.735.7180
Email:LundayC@ci.mount-dora.fl.us

4. **Grant Payments.** All grant payments are requested online via www.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 Division 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 Division 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. 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 http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (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 https://flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreeme**nt.

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division 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 Division'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) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.

   b) 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 funds.

   c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.

   d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

   The Division shall reduce total grant funding for the Project in direct proportion to 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 Division any excess funds paid out prior to a reduction of total grant funding.

9. **Additional Special Conditions.**

   Development Projects

   a) All project work must be in compliance with the ***Secretary of the Interior's Standards and Guidelines*** available online at www.nps.gov/tps/standards.htm.

b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at https://dos.myflorida.com/historical/grants/special-category-grants/.

c) The Grantee and the Property Owner(s), if not the same, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to final release of grant funds and close-out of the project. This Restrictive Covenants form is available on the Division's website http://www.dos.myflorida.com/historical/grants/special-category-grants/.

d) Architectural Services

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

e) 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:

1. Upon completion of **schematic design**;
2. Upon completion of **design development and outline specifications**; and
3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

f) 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.

g) 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:

1. 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.
2. 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.
3. 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.

4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department'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.*

5. 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.*

h) Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

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, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.

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 Division 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 by September 30, except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division 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 Division. 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 www.dosgrants.com.

a) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).

b) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).

c) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).

d) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).

e) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).

f) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).

g) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second 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.

13. **Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a reduction of the match amount. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division 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 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 180 days, unless the Grantee can clearly demonstrate extenuating circumstances. 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 Division, 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 Division 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 shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf. 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 Chapter 287 of the *Florida Statutes*;

c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;

d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;

e) 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 or applicable industry standards;

f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, 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.;

g) Projects directed at activities or Historic 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;

h) Entertainment, food, beverages, plaques, awards, or gifts;

i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;

j) 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;

k) 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, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;

l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);

m) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);

n) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);

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) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));

r) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);

s) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);

t) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)

u) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;

v) Supplies that will not be consumed in use during the duration of this project;

w) 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);

x) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and

y) 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 financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

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: Grants Program Supervisor, Division of Historical Resources, 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.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to 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 Division 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 Division 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 Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than $100 within any quarter may be held until the next quarter when the accrued interest totals more than $100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or 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 Division.

    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 State 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 Division 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 Division 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 Division.

29. **Liability.** The Division 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 Division.

    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 Division 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 Division 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 Division 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, handicap 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 Division 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 Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division 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 Division 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 Division 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 Division 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 Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

b) Termination for convenience. The Division 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 Division. 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 Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division 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 Division 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. 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 Division for review and approval prior to execution of project contracts.

a) **Procurement of Goods and Services Not Exceeding $35,000.** The Grantee must use the applicable procurement method described below:

1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not

exceed $2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.

2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Rule 60A-1.002, *Florida Administrative Code*.

b) **Procurement of Goods and Services Exceeding $35,000.** Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.

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 Division of Historical Resources.

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. **Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.

44. **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)

ATTACHMENT #1

In acknowledgment of this grant, provided from funds appropriated in the 2023 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:

Division Director

Date

Grantee:

By: ____________________________________

Authorizing Official for the Grantee

Crissy Stile, Mayor

Typed name and title

12/21/22

Date

ATTACHMENT #1

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Architectural / Engineering Services & Permitting Fees	$2,500	$2,500	$0
Interior Wall and Flooring Repairs	$10,000	$10,000	$0
Bathroom Restoration	$3,000	$3,000	$0
Door and Window Repairs/Restorations/Replacements	$30,000	$30,000	$0
Kitchen Restoration	$4,500	$4,500	$0
Totals	**$50,000**	**$50,000**	**$0**

ATTACHMENT B
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 S750,000 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 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 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.

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. 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.

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:

Not Applicable

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

Not Applicable

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Acquisition, Restoration of Historic Properties Grants, CSFA Number 45.032. Award Amount is $50,000.

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT #2

CITY OF MOUNT DORA

Capital Improvement Project (CIP) Request Form

Priority #: ______

Department Division: ☐ Multiple	Fiscal Year:	GL#:
Library	2022-23	310-5555.63-01

Project Title:

Simpson Farmhouse Expansion

Type of Project: (Check all that apply)

☑ New Project ☐ Replacement ☐ Project Continuation **Project #:**______

Description, Objective and Benefits of Project:

To expand the Library's meeting room capabilities to meet the needs of Mount Dora residents, clubs and businesses, a 1,500 sq. ft. addition behind the Simpson Farmhouse is planned. This one-story space will match the historical appearance of the farmhouse and wll include two fully equipped meeting rooms, restroom facilities and separate entries for after-hours use. The addition will connect to the farmhouse by an enclosed breezeway, with casual outdoor seating and lighting. Parking will be constructed south of the buildings, alongside Jackson Avenue.

Needs Criteria: (Check all that apply and explain below)

☑ Building ☐ Imp. Other than Building ☐ Machinery & Equipment ☐ Land

Needs/Issues/Problems: What specific need, issue, or problem does this request address?

The Library's current 160-person Community Room and 15-person Archives Room are in high demand during peak hours, with the Simpson Farmhouse handling overflow for small group meetings. There are no library meeting rooms in the 15-50-person capacity, which is the size local business owners are most interested in. Also, as Library programs outgrow the farmhouse, there is no extra capacity other than the 160-person Community Room. Pre-COVID, the Community Room was routinely booked for two groups/events a day and the Archives Room was booked for approximately one group/event a day.

Alternatives: What alternative measures have been taken to address this need/issue/problem? Are there solutions other than adding a new project that have been utilized or considered?

The Library's current practice is to either decline reservations due to no vacancies or charge the established room rental fee of $75, which not all small businesses can afford nor do they need that much space. Small groups are occasionally booked into the Community Room, which is then unavailable for larger groups who inquire later. As Mount Dora has continued to grow, the community is increasingly underserved due to the library's short supply of adult meeting room spaces.

Outcomes / Measurable Results: What specific outcomes are expected with this project? Describe in detail what performance measures will be used to measure the impact of the new project. How do the proposed measures compare to current measures, if different?

The plan is to maximize the Simpson Farmhouse footprint with a 1,500 sq. ft. addition behind it, providing after-hours meeting room access scheduled by Library staff. This will eliminate the need to include meeting room space in the Library's 2030 expansion plans. One outcome includes offering business services for Mount Dora business owners, which entitles them to free access of the new meeting rooms with state-of-the-art technology. This building expansion project is a result of our community's growth and as a result, the Library's space planning needs to support increased demand from local businesses as well as providing additional capacity for Library programs.

ATTACHMENT #2

Funding Sources

Funding Sources: (Check all that apply)

- ☐ General Fund
- ☐ Water & WW Fund
- ☐ Stormwater Utility Fund
- ☐ Electric Utility Fund
- ☐ Northeast CRA
- ☐ Downtown CRA
- ☐ Debt (SRF loan, lease)
- ☐ Grant (federal, state, local)
- ☐ Other Funds
- ☐ FDOT
- ☐ Donation/Contribution

Impact Fees: ☐ Wastewater ☐ Water ☐ Parks ☐ Fire ☐ Police ☑ Library

Funding Sources	2021-22	2022-23	2023-24	2024-25	2025-26
Transfer between projects	$ -	$ -	$ -	$ -	$ -
Debt/Borrowed Funds	-	-	-	-	-
General Fund	-	-	-	-	-
Enterprise Fund	-	-	-	-	-
Library Impact Fee Fund	-	15,000	7,000	267,500	-
Lake County Library Impact Fee	-	-	-	100,000	-
Total	$ -	$ 15,000	$ 7,000	$ 367,500	$ -

Project Costs

Estimated Project Costs

Description	Five Year Schedule 2021-22	2022-23	2023-24	2024-25	2025-26	Total 5 Year Cost
Planning & Design	$ -	$ -	$ -	$ -	$ -	$ -
Concept Plan	-	-	5,000	-	-	5,000
Engineering	-	-	-	5,000	-	5,000
Construction	-	-	-	250,000	-	250,000
Furniture & Equipment	-	-	-	30,000	-	30,000
Survey, including topography	-	12,000	-	-	-	12,000
Contingency	-	2,000	1,000	43,000	-	46,000
Inflation	-	1,000	1,000	39,500	-	41,500
Total Capital Costs	$ -	$ 15,000	$ 7,000	$ 367,500	$ -	$ 389,500
Estimated Operating Costs [1]						
Equipment [2]	$ -	$ -	$ -	$ -	$ -	$ -
Utilities	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Additional Staff [3]	-	-	-	-	-	-
Other (describe below)	-	-	-	-	-	-
Total Operating Costs	$ -	$ -	$ -	$ -	$ -	$ -
Total Project Costs	$ -	$ 15,000	$ 7,000	$ 367,500	$ -	$ 389,500

Other Costs:

[1] Are the estimated operating costs listed above included in your budget?

[2] Machinery & Equipment requests require Request Justification.

[3] New Staff positions require Personnel Requisition Form and must be submitted to Human Resources.

Finance Department Use Only

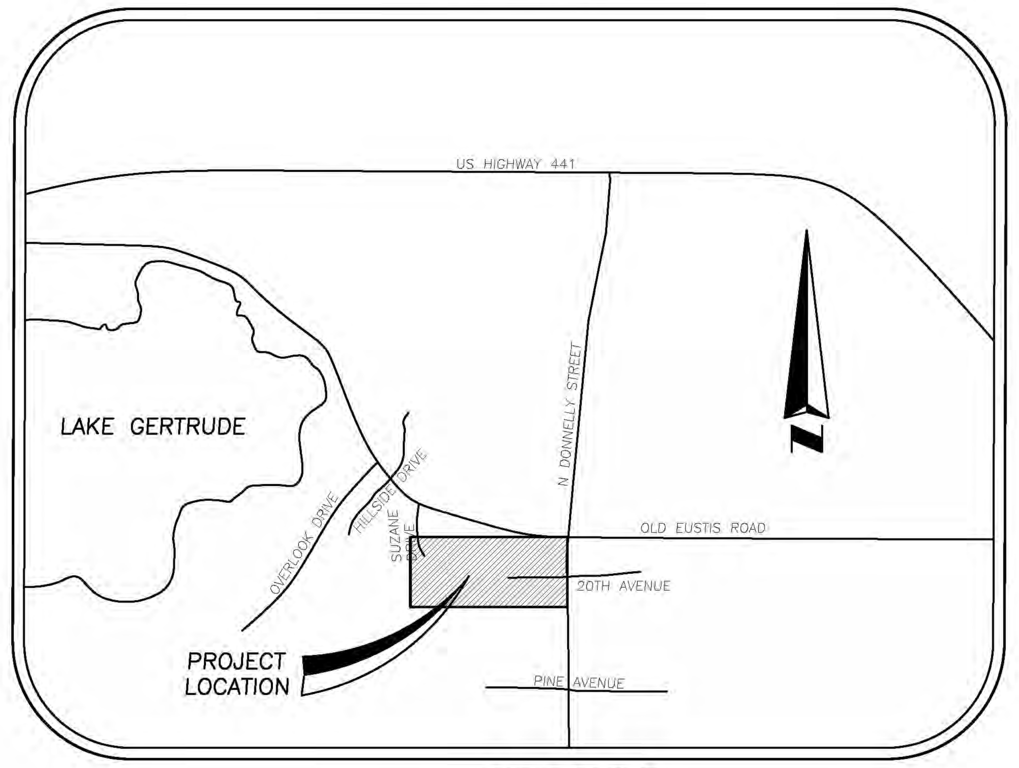
☐ Approved ☐ Denied

Comments:

SIMPSON FARMHOUSE EXPANSION

SECTION 30, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, MOUNT DORA, FLORIDA.

VICINITY MAP
NOT TO SCALE



SHEET LAYOUT
SHEET 1 COVER, KEY MAP
SHEET 2 BOUNDARY & TOPOGRAPHIC SURVEY

LEGEND & ABBREVIATIONS:

= AIR CONDITIONING UNIT	-O- = WOOD FENCE
= BENCH	-X- = CHAINLINK FENCE
= BUSH	-OHL- = OVERHEAD UTILITY LINE
= BURIED TELEPHONE PEDESTAL	-WL- = WATER LINE
= CONCRETE MONUMENT	VCP = VITRIFIED CLAY PIPE
= DRAINAGE MANHOLE	RCP = REINFORCED CONCRETE PIPE
= ELECTRIC FIXTURE	INV = INVERT
= ELECTRIC SERVICE METER	(F) = FIELD
= FLAT GRATE INLET	(P) = PLAT
= FIRE HYDRANT	RLS = REGISTERED LAND SURVEYOR
= FLAGPOLE	PLS = PROFESSIONAL LAND SURVEYOR
= DOWN GUY	PRM = PERMANENT REFERENCE MONUMENT
= HAND HOLE	LB = LICENSED BUSINESS
= IRON PIPE	PSM = PROFESSIONAL SURVEYOR AND MAPPER
= IRON ROD	NAD = NORTH AMERICAN DATUM
= LIGHT POLE	NAVD = NORTH AMERICAN VERTICAL DATUM
= MAILBOX	SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION
= NAIL W/DISC	
= UTILITY POLE	
= POST/BOLLARD	
= SANITARY MANHOLE	
= NON-TRAFFIC SIGN	
= TRAFFIC SIGN	
= UTILITY MARKER	
= VAULT	
= WATER METER	
= WATER VALVE	
= CROSS CUT	
= RAIL ROAD SPIKE	
= RAIL ROAD SPIKE	
= WETLAND FLAG WITH IDENTIFICATION NUMBER	
= TREE/HEDGE LINE	

SIZE SHOWN IS TRUNK DIAMETER IN INCHES MEASURED AT CHEST HEIGHT

= TREE
O = OAK
UK = UNKNOWN

DESCRIPTION: (Per Official Records Book 03682, Page 0484)

The NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) SECTION 30. TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 190 FEET OF THE NORTH 133 FEET THEREOF, AND LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN EXISTING RIGHTS OF WAY.

SURVEYOR'S REPORT:

1. Utility locations if shown hereon are based on field location of markings by utility company representatives, surface features and construction plans furnished to the surveyor. Additional sub-surface utilities may exist that have not been field located.
2. Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
3. Minimum Horizontal Accuracy for this survey is in accordance with the STANDARDS OF PRACTICE set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 requirements of Florida Administration Code. The map and measurement methods used for this survey meet or exceed this requirement. The dimensions shown hereon are in United States survey feet and decimals thereof.
4. This survey does not determine ownership of the lands shown hereon.
5. Underground foundations have not been located.
6. Survey map and report or the copies thereof are not valid without the original signature and seal or the electronic signature and seal of a Florida Licensed Surveyor and Mapper, and if shown hereon is in compliance with Florida Administrative Code 5J-17.062 and Florida Statute 472.025.
7. Features shown by symbol as indicated in the legend are not to scale.
8. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
9. Bearings shown hereon are based on West Right of way line of N Donnelly Street as being South 00°16'35" East. Bearings and distances shown hereon are measured unless otherwise noted.
10. Vertical information shown hereon refers to Lake County Control Point with designation "11 91 GPS 5" and PID# AK7074, and has a published elevation of 172.00 feet North American Vertical Datum of 1988 (NAVD88).
11. Horizontal positions for all features shown on the map are relative to North American Datum of 1983 (NAD83), 2011 adjustment, State Plane Coordinate System, Florida East Zone. Control point(s) used for this survey are National Geodetic Survey (NGS) point Designation "11 91 GPS 5" and PID# AK7074 distances shown are GRID distances.
12. Improvements and Topographic features shown hereon are limited to areas per specific instructions of the client.
13. Right of Way information shown hereon was determined by found monumentation, recorded plats, recorded Right of Way Maps, and information obtained on the Lake County Property Appraisers web site.
14. The above described parcel contains 4.25 acres, more or less.
15. Adjacent property information shown hereon was not furnished to this surveyor, and was compiled using latest available data. No attempt was made by this Surveyor to verify its accuracy.
16. Wetland areas depicted hereon were flagged or marked by Bowman and Blair Ecology and Design, Inc. and were field located by Southeastern Surveying & Mapping, Corp. on 03/14/2023.
17. Property is subject to a Peoples Gas system Easement described as 5 feet on each side of Gas line per Official Records Book 5781, Page 960-962, The Gas line appears to run along the South line of the property based on two Gas line markers shown on this survey. Not located by this surveyor.
18. Property is subject to a Cross-Access Easement per Official Records Book 5895, Page 766. shown on this survey.
19. I have reviewed the Stewart Title Property Information Report, File Number # 1888977, dated 12/12/2022. Items 5 and 6 have been addressed and are noted on survey.

NOTICE OF LIABILITY:
This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

JAMES M. DUNN II, PSM
Registered Land Surveyor
Number 4235

SSMC™ SUE • SURVEY • GIS
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
119 West Main Street
Tavares, Florida 32778-3809
(352) 343-4880
e-mail: info@southeasternsurveying.com
Certification Number LB2108

REVISION DATE	REVISION	BY

SHEET NUMBER 1 OF 2
NOT VALID WITHOUT SHEETS 1 THROUGH 2

Boundary and Topographic Survey
Project: Simpson Farmhouse Expansion
2015 Donnelly Street, Mount Dora, FL - 32757
Field Date: March 15, 2023 | Drawn By: JO | Scale: AS SHOWN

Certified to: City of Mount Dora

DRAWING NUMBER
69197001
SHEET NUMBER
1 OF 2

OLD EUSTIS ROAD (F)
30' RIGHT OF WAY PER PLAT BOOK 3, PAGE 34
COUNTY ROAD 4-4581 (P)
STEWART LANE
50' RIGHT OF WAY OFFICIAL RECORDS BOOK 668, PAGE 819
PART BLOCK C SUNSET HEIGHTS PLAT BOOK 3, PAGE 34
LOT 1 CROMER ESTATES PB 45 PG 26
CONSERVATION AREA CURLEY COVE PLAT BOOK 45, PAGE 62
N DONNELLY ST
LIMIT AVENUE
S89°52'20"E 1315.79'
S89°52'20"E 467.91'
190.00'
N89°52'20"W 847.90'
S00°09'33"E 2661.71'
NOT PLATTED PARCEL ID: 30-19-27-0001-000-03100 THE EAST 190 FEET OF NORTH 133 FEET SECTION 30, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LESS
S00°08'18"E 133.00'
S89°52'20"E 151.90'
SITE BENCHMARK SET NAIL & DISK "SSMC TRAV. PT." ELEVATION=143.82
NOT PLATTED PARCEL ID: 30-19-27-0001-000-0020
NOT PLATTED PARCEL ID: 30-19-27-0001-000-001
NOT PLATTED PARCEL ID: 30-19-27-0001-000-00101
FOREST RD 50' RIGHT OF WAY PER PLAT BOOK 15, PAGE 29
LOT 7 FOREST HEIGHTS PLAT BOOK 15, PAGE 29
LOT 8 FOREST HEIGHTS PLAT BOOK 15, PAGE 29
N00°04'36"W 332.42'
SITE BENCHMARK SET NAIL & DISK "SSMC TRAV. PT." ELEVATION=149.40
N 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 SECTION 30, TOWNSHIP 19 SOUTH, RANGE 27 EAST
POND
WATER ELEVATION=114.5 DATE 2023/03/15
WETLAND LINE
WETLAND FLAGS PLACED BY BOWMAN AND BLAIR ECOLOGY AND DESIGN, INC.
S89°55'24"W 620.64'
N DONNELLY ST (F)
DONNELLY AVENUE
RIGHT OF WAY VARIES PER FLORIDA DEPARTMENT OF TRANSPORTATION LOCATION MAP SECTION 11682-2604
S00°16'35"E 197.21'
TWO STORY FRAME BUILDING
W 20TH AVENUE
BAY STREET (P)
E 20TH AVENUE (F)
NOT PLATTED PARCEL ID: 30-19-27-0001-000-00400
LOT 5
LOT 4
FEARON SUBDIVISION PLAT BOOK 9, PAGE 53
1" = 30' GRAPHIC SCALE
SHEET NUMBER 2 OF 2 NOT VALID WITHOUT SHEETS 1 THROUGH 2
SSMC SUE • SURVEY • GIS
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
119 West Main Street Tavares, Florida 32778 (352) 358-3259
e-mail: info@southeasternsurveying.com Certification Number LB2108
Boundary and Topographic Survey
Project: Simpson Farmhouse Expansion 2015 Donnelly Street, Mount Dora, FL - 32757
Field Date: March 15, 2023 Drawn By: JO Scale: 1" = 30'
SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.
DRAWING NUMBER 69197001
SHEET NUMBER 2 OF 2

CITY OF™
MOUNT
DORA
CITY COUNCIL

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

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

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

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

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

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

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

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

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

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

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

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

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

Website:
www.cityofmountdora.com

May 16, 2023

VIA U.S. MAIL &
ELECTRONIC MAIL
Nicole.Hu@dos.myflorida.com

Nicole Hu
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Re: State of Florida, Division of Historical Resources
Agreement 23.h.sc.100.090 (Agreement)

Dear Ms. Hu:

The City approved the above referenced Agreement with the State of Florida, Division of Historic Resources on October 18, 2022; however, the first payment on the grant has not yet been made to the City. As such, please allow this correspondence to serve as notice of the City of Mount Dora's unilateral cancellation of the Agreement, pursuant to Section 33 thereof.

We appreciate the opportunity to work with the Division of Historic Resources and look forward to identifying and presenting other historic preservation projects for funding in the future.

Sincerely,

Crissy Stile
Mayor

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

DATE: May 16, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Authorization for Mayor to Execute Acceptance of Assignment between the City of Mount Dora and Raftelis Financial Consultants, Inc.

Introduction:

This is a request for City Council to authorize the Mayor to execute the Acceptance of Assignment between the City of Mount Dora and Raftelis Financial Consultants, Inc.

Discussion:

On June 5, 2018, the City entered into a professional services agreement with Public Resources Management Group, Inc. ("PRMG") related to RFP#18-GS-005 (Attachment #1). As of July 1, 2019, Raftelis Financial Consultants, Inc. ("Raftelis") acquired PRMG. Accordingly, Staff requests City Council to authorize the Mayor to execute the Acceptance of Assignment between the City of Mount Dora and Raftelis.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council authorize the Mayor to execute the Acceptance of Assignment between the City of Mount Dora and Raftelis Financial Consultants, Inc.

Attachment(s):

1. Attachment #1 - PRMG Contract-Approved.06.05.2018.exp06.05.2023
2. Mt Dora_Raftelis Assignment_5 2023_partially executed

Prepared by: Merry Lovern, Executive Assistant

Reviewed by:	Aneta Barton, Budget Director	Approved - 5/9/2023
	Sherry Sutphen, City Attorney	Approved - 5/10/2023
	Jeanann Hand, City Clerk	Approved - 5/10/2023
	Patrick Comiskey, City Manager	Final Approval - 5/10/2023

ATTACHMENT #1

PROFESSIONAL SERVICES AGREEMENT
MUNICIPAL IMPACT AND OPERATING FEE STUDY
Request for Proposals (RFP) #18-GS-005

THIS AGREEMENT is made and entered into this 5th day of June, 2018, by and between Public Resources Management Group, Inc. (PRMG), duly authorized to conduct business in the State of Florida and whose address is 341 North Maitland Avenue, Suite 300, Maitland FL 32751, hereinafter, called "CONSULTANT" and the **CITY OF MOUNT DORA,** a political subdivision of the State of Florida, whose address is 510 North Baker Street, Mount Dora, FL 32757, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposals (RFP #18-GS-005), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Gwen Johns, City Clerk
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757
(352)735-7126

For Contractor:
Henry L. Thomas, President (Name, Title)
Public Resources Management Group, Inc. (Company)
341 North Maitland Avenue, Suite 300 (Address)
Maitland FL 32751 (City, State, Zip)
407-628-2600 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in Lake County, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

SECTION 12. PUBLIC RECORDS NOTICE.

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

GWEN JOHNS 510 NORTH BAKER STREET MOUNT DORA, FL 32757, (352) 735-7126, JOHNSG@CITYOFMOUNTDORA.COM.

Vendor agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 13. CITY STANDARD TERMS/POLICIES/PROCEDURES.

All standard City of Mount Dora policies procedures and standard contract provisions shall apply to this RFP and its provisions contained therein, and to the extent of any conflict, the City's standard terms and conditions will supersede. These standard terms can be found on the City's website at: http://ci.mount-dora.fl.us/DocumentCenter/View/3564.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by City.

CITY OF MOUNT DORA

Nick Girone, Mayor

Date: June 5, 2018

Attest:

Gwen Keough-Johns, City Clerk

Approved as to form & legality as to City of Mount Dora only.

City Attorney

By: J. Cockcroft, Esq.

CONTRACTOR

By Henry L. Thomas

As: Senior Vice President

Date: 2/6/2018

State of Florida)
City of Maitland)

SUBSCRIBED AND SWORN to before me this 6th day of February, 2018, by Henry L. Thomas, who is personally known to me to be the Senior Vice President for the Firm, OR who produced the following identification:____________________.

STAMP OR SEAL:

LAURA E GOMEZ
MY COMMISSION # GG060906
EXPIRES January 09, 2021

Notary Public, State of Florida
My Commission Expires: January 9, 2021

Attachments: A. RFP #18-GS-005
B. Firm Response to RFP
C. Scope of Services

ACCEPTANCE OF ASSIGNMENT

THIS ACCEPTANCE OF ASSIGNMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY", and RAFTELIS FINANCIAL CONSULTANTS, INC., 341 N. Maitland Avenue, Suite 300, Maitland, FL 32751, herein after referred to as the "ASSUMING PARTY", as evidenced by the signatures affixed below.

WITNESSETH

WHEREAS, on June 5, 2018, the CITY entered into a Professional Services Agreement with Public Resources Management Group, Inc., related to RFP #18-GS-005 ("Agreement"); and

WHEREAS, as of July 1, 2019, the ASSUMING PARTY acquired the Public Resources Management Group, Inc.;

WHEREAS, the ASSUMING PARTY desires to accept all of the rights and obligations under said Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The ASSUMING PARTY does hereby agree to be bound by and accept all right, title, interest, obligation and responsibility as set forth in the Agreement.

2. The ASSUMING PARTY does hereby agree to the following as an amendment to the Agreement:

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.

3. It is declared to be the intent of the parties hereto that, if any section, sentence, clause, phrase, or portion of this Assignment, is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

4. This Assignment shall be governed by the laws of the State of Florida, both procedural and substantive, along with any applicable Federal statutes, rules and/or regulations. The venue for any and all litigation, arising under this Assignment, shall lie in Lake County, Florida.

5. The ASSUMING PARTY hereby represents that they have not entered into any other Agreements which would, in any way, conflict with the terms and conditions hereof or their ability to fully comply with any of the requirements set forth herein.

Signatures on following page

3rd **IN WITNESS WHEREOF**, this Acceptance of Assignment is hereby made effective this day of May, 2023.

RAFTELIS FINANCIAL CONSULTANTS, INC.
(Assuming Party)

By: Henry L. Thomas

Print: Henry L. Thomas

Title: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of HENRY L. THOMAS, as VICE PRESIDENT, of RAFTELIS, 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 3RD day of MAY, 2023.

(stamp)

DONNA L. COX
NOTARY PUBLIC
MY COMMISSION EXPIRES 4-16-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 383544

Donna L. Cox
NOTARY PUBLIC, State of Florida

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

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

DATE: **May 16, 2023**

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

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

SUBJECT: Request Approval of Meeting Minutes: May 2, 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. 05.02.2023 Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Jeanann Hand, City Clerk Final Approval - 5/5/2023

CITY OF
MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES

May 2, 2023
City Hall
510 N. Baker St.
Mount Dora, FL 3275

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Crissy called to order the May 2, 2023, Regular Session of the Mount Dora City Council.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A Moment of Silence and Pledge of Allegiance were led by Councilmember Rolfson.

ROLL CALL

Members Present

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

Also Present

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

PRESENTATIONS

1. **Mount Dora Fun Fact**
Mayor Stile announced recycling program statistics.

2. **2023 Building Safety Month Proclamation**
City of Mount Dora Building Official John Abner spoke about Building Safety Month. Mayor Stile read into the record the 2023 Building Safety Month Proclamation.

3. **2023 Mayor's State of the City Presentation**
Mayor Stile reviewed the status of several projects and a presented a video. The video is attached to the minutes as Exhibit A.

4. **Dark-Sky Advocate Presentation**
Martin Proctor from International Dark-Sky Association presented information related to the topic. He suggested the City enact a Dark Sky ordinance. Mr. Proctor's presentation is attached to the minutes as Exhibit B.

PUBLIC COMMENT

Mayor Stile opened public comment.

Josh Hemingway, 1177 East Fifth Avenue, spoke about the purpose of item two on the Consent Agenda as it relates to the pace of development.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

BOARD APPOINTMENTS

MOTION BY COUNCILMEMBER ROLFSON TO APPOINT BARBARA HENSINGER TO THE CRA ADVISORY COMMITTEE; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

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
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
3. Request Approval of Agreement Between the City of Mount Dora and Electric Power Systems Related to Substation and Generating Station Maintenance Services
4. Request Approval of Agreement Between the City of Mount Dora and Premier Power Maintenance Related to Substation and Generating Station Maintenance Services
5. Request Approval of Amendment 1 to Agreement with M.T. Causley, LLC for On- call Building Services
6. Request Approval of Amendment 3 to State Revolving Fund (SRF) Loan Agreement WW351470
7. Request Approval of Amendment 1 to the African American Cultural and Historical Grant Agreement
8. Request Approval of Meeting Minutes: April 18, 2023 Regular Session Minutes

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

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

City Attorney Sutphen read Ordinance No. 2023-06 by title only.

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.

Planning Director Vince Sandersfeld presented information about the content of the ordinance and its possible impact upon the City. Councilmembers discussed parking, the current regional regulations for golf carts and low-speed vehicles, and questions of liability. The definition of a golf cart was clarified. Registration procedures, operator licenses, vehicle equipment and offense citations were discussed, as were allowable areas for golf cart and low-speed vehicle operation. Vice-mayor Crail recommended a sunset review of the proposed ordinance if it were enacted.

The requirements for golf cart passage across US Highway 441 were explained. Councilmembers explored plans to disseminate information about the ordinance if it were to be adopted. A meeting at the County Club of Mount Dora was mentioned.

Mayor Stile opened public comment.

Harmon Massey, 215 Lake Margaret Circle, Unit101, spoke about his experience as a golf cart driver and about the character of the golf cart community at Waterman Village. He agreed with the idea of a sunset review.

Christine King Harris, 402 East Jackson Avenue, spoke about the age of drivers, safe highway crossings and fees.

Scott Alderman, 408 Lake Dora Road, spoke about the possibility of commercial operation of golf carts for passenger transport.

Mayor Stile closed public comment.

Speed limits, golf cart maps, and parking at the pedestrian mall were mentioned.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE 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, WITH CHANGES SUGGESTED AT THIS MEETING ADDED TO THE ORDINANCE FOR THE SECOND READING; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED UNANIMOUSLY BY A ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile

NO None

DISCUSSION ITEM

1. **Amendment to the City of Mount Dora Land Development Code 3.5.14.4 Related to Draft New Model Homes**
   Vice-mayor Crail and City of Mount Dora Planning Director Vince Sandersfeld provided background on the item. Councilmembers and staff discussed model home permitting in relation to possible remedies for developer transgressions, especially throughout development phases.

   Councilmembers agreed this topic would be part of an upcoming proposed amendment to the City's Land Development Code.

CITY MANAGER'S REPORT

Councilmember Rolfson provided a legislative update and spoke about the upcoming Lake County League of Cities Luncheon.

****Vice-mayor Crail left the meeting at 7:47 pm***

City Manager Comiskey reported on legislative appropriations.

CITY ATTORNEY'S REPORT

No report.

COMMUNICATIONS AND REPORTS

1. **Councilmember John Cataldo**
   No report.
2. **Councilmember Dennis Dawson**
   Councilmember Dawson reported the receipt of a petition regarding speeding and traffic on 11th Avenue, and the delivery of the petition to Public Works Director George Marek.
3. **Councilmember Cal Rolfson**
   Councilmember Rolfson commented on the Blueberry Festival, the pool opening and swim scholarships.
4. **Councilmember Nate Walker**
   Councilmember Walker asked for the cost of tree trimming over the past 20 years and the plan for underground infrastructure.
5. **Councilmember Doug Bryant**
   Councilmember Bryant spoke about an occupant recently acquired by the Osceola County Economic Development Park. Councilmember Bryant also spoke about Form 6.
6. **Vice-mayor Crail**
   Not present.
7. **Mayor Stile**
   No report.

ADJOURNMENT

MOTION BY COUNCILMEMBER DAWSON 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 7:59 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK

EXHIBIT A

The Mount Dora State of the City video is viewable at the following link:

https://files.ci.mount-dora.fl.us/?u=fcYz&p=zPa4&path=/Mount%20Dora%20State%20of%20the%20City%202023_FINAL.mp4

EXHIBIT B

DarkSky Advocate Presentation

DarkSky

Saving Dark Skies in Lake County FL

May 2023

Marty Proctor
Dr.DarkSky.IDA@gmail.com
352-429-3899

NASA

The Story I didn’t know: Light pollution is increasing at 2 % per year

Late 1950's

2001 Cinzano P., Falchi F., Elvidge C.D.

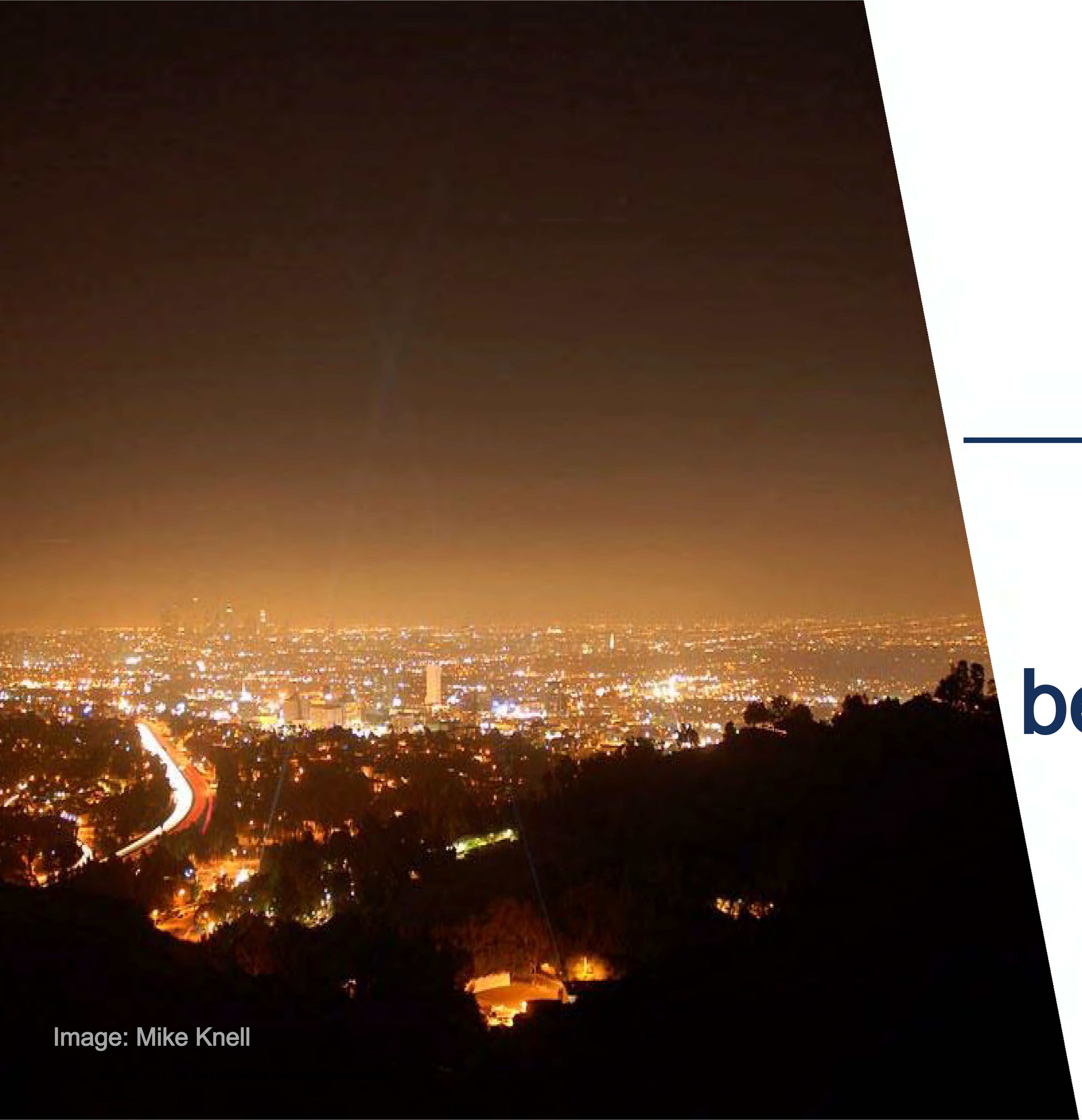


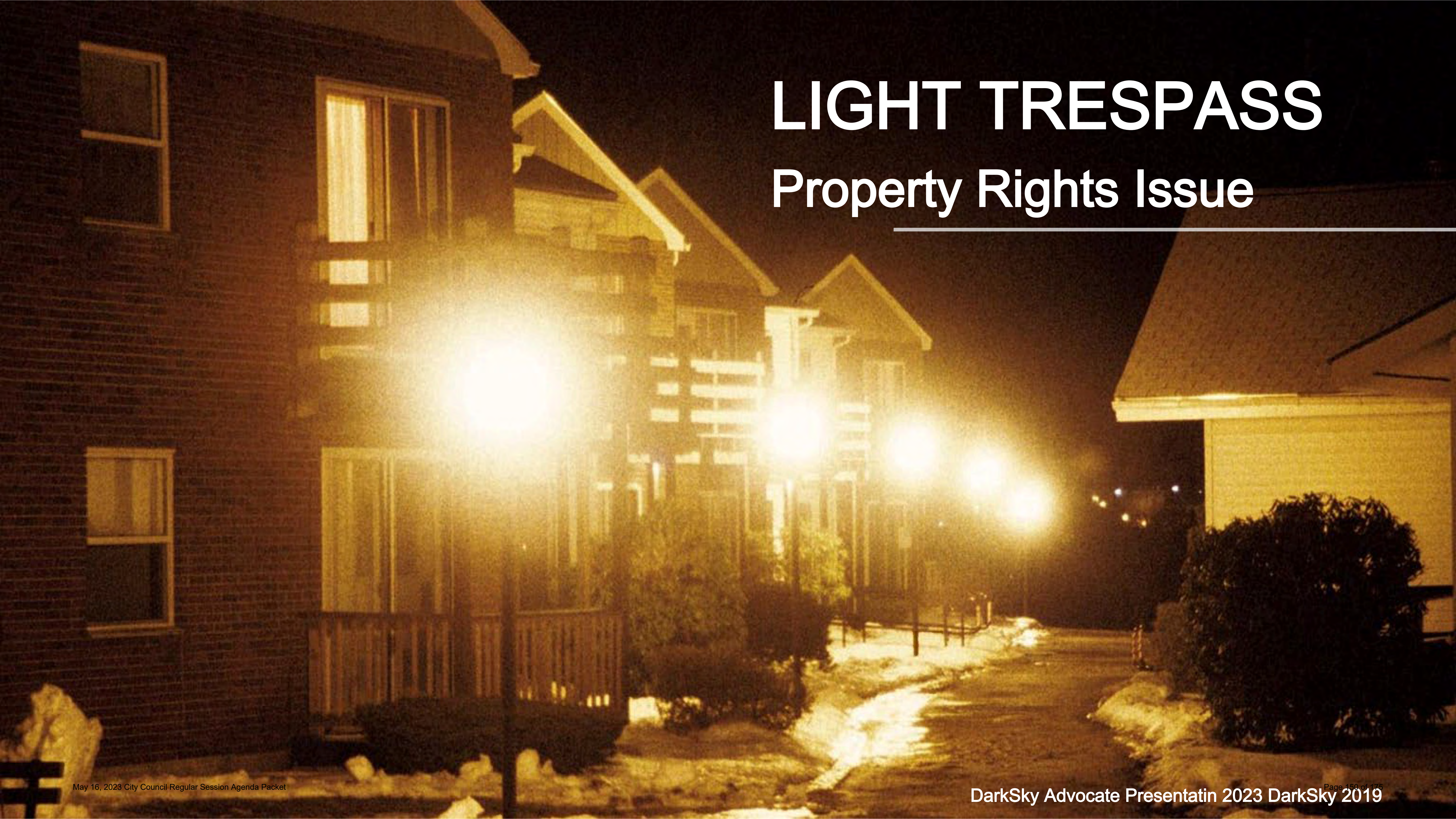
Image: Mike Knell

LIGHT POLLUTION is the source of the problems.

There are solutions, better lighting design and intelligent use.


SKYGLOW
Dome of Brightness
DarkSky Advocate Presentation 2023 DarkSky 2019


GLARE
Blinding Light
DarkSky Advocate Presentation 2023 DarkSky 2019



LIGHT TRESPASS

Property Rights Issue

DarkSky Advocate Presentatin 2023 DarkSky 2019

TREES bud earlier and lose their leaves later…

BIRDS migrate at night by starlight and are interrupted…

INSECTS are attracted so are their predators concentrating both...

ALL BY ARTIFICIAL LIGHT AT NIGHT

DarkSky Advocate Presentation 2023, DarkSky 2019

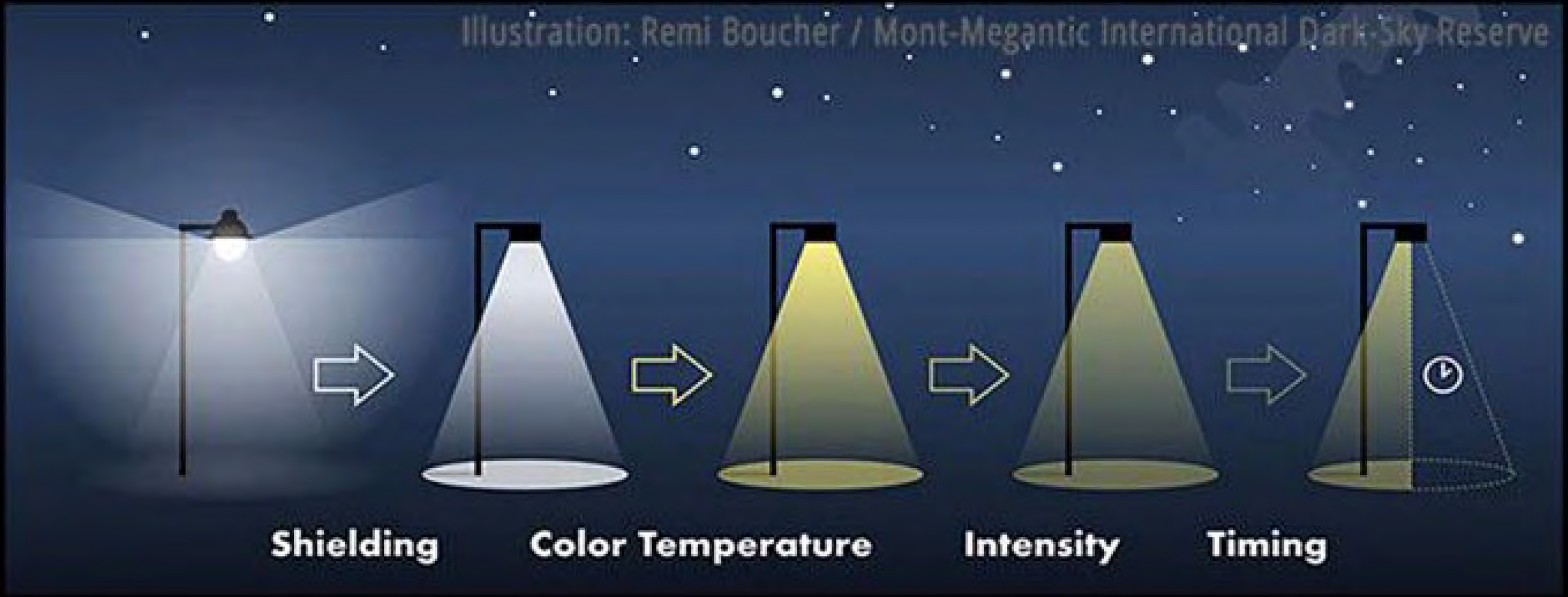
MYTH: MORE LIGHTING IS SAFER

REALITY:

WELL DESIGNED LIGHTING IS SAFER

DarkSky Advocate Presentation 2023 DarkSky 2019

Light Pollution Solutions



WHERE TO FIND THIS LIGHTING?

Home Improvement stores, Ace Hardware, and Amazon.

Choose lighting with the

IDA FIXTURE SEAL in the

darksky.org APPROVAL PROGRAM

Both new and old seal shown.

DarkSky Advocate Presentation 2023

LIGHTING ORDINANCE and Dark Sky Place Designation

Groveland Florida has written and approved

a legal and enforceable Dark Sky Lighting Ordinance.

A copy is available to provide your team with a template.

Groveland is on track to become a Dark Sky Community.

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

DATE: **May 16, 2023**

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

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

SUBJECT: Request approval of Final Reading (Adoption) 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 the final reading of Ordinance No. 2023-06.

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

Discussion:

Subsequent to the first reading at the May 2, 2023, City Council meeting, several edits were made to the proposed Ordinance No. 2023-06. Staff has highlighted these changes below (~~strikeout~~ and underlined text) and the attached ordinance document reflects the language in final form:

- *City Right of Way* shall mean the paved area of an improved street, road, ~~sidewalk~~, or designated golf cart trail, as applicable, located within the jurisdiction of the City of Mount Dora.
- *Golf Cart* Golf Cart shall mean a motor vehicle for personal, non-commercial use 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.

As announced at the May 2, 2023, First Reading of the proposed ordinance, a presentation was made on May 9, 2023 (2:00 pm) to the Country Club of Mount Dora homeowners.

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 Statues. 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. City roadway posted speed limits are illustrated on Attachment #4 (map).

The attached Ordinance No. 2023-06 amends the current golf cart regulations. The legal advertisement for the adoption hearing is provided in Attachment #5. The proposed 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:

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

<u>Budget Impact:</u>
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 Final Reading of Ordinance No. 2023-06.

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

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	Sherry Sutphen, City Attorney	Approved - 5/10/2023
	Jeanann Hand, City Clerk	Approved - 5/10/2023
	Patrick Comiskey, City Manager	Final Approval - 5/10/2023

Online Sunshine

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.

Online Sunshine

The 2022 Florida Statutes (including Special Session A)

Title XXIII	Chapter 316	View Entire Chapter
MOTOR VEHICLES	STATE UNIFORM TRAFFIC CONTROL	

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*:

- Manufacturer's Certificate of Origin;
- Form HSMV 82040 (Application for Title) *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*;
  - Title fee
  - Initial registration fee, if applicable
  - Plate fee
  - Registration fee (varies by weight of vehicle)

For more information, visit *flhsmv.gov/lowspeedvehicles*.

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)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)

flhsmv.gov/lowspeedvehicles

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

<u>ARTICLE V. GOLF CARTS AND LOW SPEED VEHICLES</u>

<u>Section 42.200. - Definitions.</u>

<u>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:</u>

<u>*City Right of Way* shall mean the paved area of an improved street, road, or designated golf cart trail, as applicable, located within the jurisdiction of the City of Mount Dora.</u>

Golf Cart Golf Cart shall mean a motor vehicle for personal, non-commercial use 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: May 2, 2023

PASSED AND ADOPTED this 16th day of May, 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 16, 2023**

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

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

SUBJECT: Lobbyist Update

Introduction:
Gray Robinson, P.A. represents the City of Mount Dora during the 2023 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:
Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the following:

- April 2023 Monthly Report

Budget Impact:
Lobbyist Activities are funded in account 421-1910-536.31-11 in the amount of $42,000.00.

Strategic Impact:
The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:
Data provided is informational.

Attachment(s):
1. Attachment #1 Mount Dora April 2023 Report

Prepared by:	Merry Lovern, Executive Assistant	
Reviewed by:	Jeanann Hand, City Clerk	Approved - 5/10/2023
	Patrick Comiskey, City Manager	Final Approval - 5/10/2023

ATTACHMENT #1

May 2, 2023

City of Mount Dora
April Activity Report

Communications

- Patrick Comiskey
    - Appropriations Updates
- Weekly Session Newsletters
- Meeting with Representative Truenow- Mount Dora Resource & Recreation Center and Donnelly Street Milling and Resurfacing Project
- Meeting with Representative Truenow's staff to discuss appropriations projects
- Meeting with House and Senate Subcommittee Appropriations Chairs and full Appropriations Chairs
- SB 102- Housing Summary
- Tallahassee Visit (April 4 & 5)

Next Steps

- Continue to update Mount Dora on grant opportunities
- Schedule meeting with Department of Health
- Mount Dora Commission Meeting
- Meet with Governor's office re Appropriations projects
- Post-session Report

Ryan Matthews/Angela Drzewiecki