



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
June 20, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact
2. Home Rule Hero Awards 5

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

CONSENT AGENDA

1. Request Approval of Amendment 1 Between the City of Mount Dora and Cathcart Construction Company - Florida LLC, Related to Public Works Projects Under Two Million Dollars 7

2. Request Approval of Amendment 4 to the Agreement Between the City of Mount Dora and Allied Universal Corporation 47
3. Request Approval of Agreement Between the City of Mount Dora and Lane Electronics and Alarm Systems, Inc (Lane) for Fire Protection Services for all City Facilities 53
4. Request Approval of Task Authorization with Neel-Schaffer for Donnelly Street Resurfacing Project from 5th Avenue to Limit Avenue 59
5. Request Approval of Task Authorization for Guardian Equipment, Inc.to Replace Chlorine Storage Tanks at Water Treatment Plant No. 1 71
6. Request for Authorization for the Mayor to Sign the Federally-funded State of Florida Division of Emergency Management Sub-Recipient Grant Agreement for Donnelly Street Stabilization, Erosion Control 78
7. Request Authorization for the Mayor to Sign the Award Agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG) Outfitting C.O.P. Vehicles 139
8. Request Approval to Apply for The General Program Support Grant and Request Authorization for the Mayor to Sign the Application Once Complete 166
9. Request Approval of the Task Authorization for and Change Order Price Increase to the AC Schultes Well No. 4 Rehabilitation Assignment 169
10. Request authorization to purchase playground equipment and installation for Summerview Park in the amount of \$150,000.00, in accordance with that Piggyback Agreement approved on February 7, 2023, between the City of Mount Dora and Rep Services, Inc. 179
11. Request Adoption of **Resolution No. 2023-24**, Approval of Aerial Fireworks Display at July 3, 2023, Freedom on the Waterfront Event 191
12. Request Adoption of **Resolution No. 2023-25**, Approval of Aerial Fireworks Display at the July 29, 2023, Last Call Mount Dora Summer Concert Event 195

- | | |
|---|-----|
| 13. Request Approval to Reschedule the September 5, 2023, City Council Regular Session to September 7, 2023, and to Reschedule the September 19, 2023, Regular Session to September 21, 2023, to Accommodate Lake County Public Hearing Dates | 199 |
| 14. Request Approval of Meeting Minutes | 201 |
| <ul style="list-style-type: none">• May 22, 2023, City Council Special Meeting Minutes• May 22, 2023, City Council Work Session: JPA Agreements Minutes• June 6, 2023, City Council Regular Session Minutes | |

ACTION ITEMS

- | | |
|--|-----|
| 1. Pursuant to City of Mount Dora Code of Ordinances, Section 2-2-271, Roland Williams is requesting a code enforcement lien reduction for fines incurred against 1326 North Orange Avenue | 286 |
| 2. City Manager Discussion Conclusion | 297 |

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

- | | |
|---|-----|
| 1. Request Final Reading and Adoption of Ordinance No. 2023-06 , Amendment to Chapter 42 of the Mount Dora Code of Ordinances to allow Golf Carts on Certain City Streets. | 299 |
| 2. Request Final Reading and Adoption of Ordinance No. 2023-10 , Amending Section 3.5 of the Land Development Code for model homes | 327 |
| 3. Request Adoption of Resolution No. 2023-17 Pertaining to Fiscal Year 22-23 Budget Amendment Related to the City Hall Expansion Project and Approval of the Task Authorization with CPH, LLC for Architectural and Engineering Design Services Associated with the City Hall Expansion Project | 334 |
| 4. Request Adoption of Resolution No. 2023-23 , Preliminary Fire Assessment Rate | 357 |

CITY MANAGER'S REPORT

- | | |
|--|-----|
| 1. Approve Designation of Acting City Manager for Future Leave | 369 |
| 2. Informational - Procurement Notification | 371 |
| 3. Lobbyist Update | 385 |

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- July 10, 2023, 6:00 PM, Budget Workshop:
Capital Outlay and CIP, Enterprise
- July 18, 2023, 6:00 PM, Regular Session
- July 24, 2023, 6:00 PM, Budget Workshop:
Governmental Funds, Internal Services

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: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Home Rule Hero Awards

Introduction:

This is an opportunity to recognize Mount Dora City Councilmembers honored by the Florida League of Cities with the Home Rule Hero Award.

Discussion:

Each year, the Florida League of Cities recognizes select municipal officials for their work during the legislative session. Home Rule Hero Award recipients are local government officials, both elected and non-elected, who consistently responded to the League's request to reach out to members of the legislature and help give a local perspective on an issue. They worked tirelessly throughout the legislative session to promote local voices making local choices, protect the Home Rule powers of Florida's municipalities and advance the League's legislative agenda.

This year, the Florida League of Cities recognizes Councilmember Doug Bryant and Councilmember Cal Rolfson as Home Rule Heroes.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council recognize the award winners.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 6/14/2023



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Amendment 1 between the City of Mount Dora and Cathcart Construction Company - Florida LLC, related to Public Works projects under two million dollars

Introduction:

This is a request for Council to extend until August 5, 2024 the term of the City agreement with Cathcart Construction Company which was approved in Resolution No. 2019-83.

Discussion:

Pursuant to the City's Purchasing Policy and ITB-1 8-PW-021, the CITY has competitively solicited for the continuing services of a contractor to complete Public Works related construction projects under two million dollars. The City entered into a two-year term agreement with Cathcart Construction Company on August 6, 2019 with the ability to extend the contract for up to three additional one-year terms. It is in the interest of the City to extend the agreement through August 5, 2024.

Budget Impact:

No budget impact.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve Amendment 1 between the City of Mount Dora and Cathcart Construction Company - Florida LLC, related to Public Works Projects Under Two Million Dollars.

Attachment(s):

1. Reso No. 2019-83 Agreement with Cathcart Under Two Million
2. Amendment 1.Cathcart.SGS.Executed

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

Approved - 6/14/2023
Approved - 6/14/2023
Approved - 6/14/2023
Approved - 6/14/2023
Approved - 6/14/2023
Final Approval - 6/14/2023

RESOLUTION NO. 2019-83

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT AGREEMENT WITH CATHCART CONSTRUCTION COMPANY – FLORIDA LLC FOR CONSTRUCTION SERVICES FOR PUBLIC WORKS PROJECTS UNDER TWO MILLION DOLLARS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the City's Purchasing Policy and ITB-18-PW-021, the CITY has competitively solicited for the continuing services of a contractor to complete Public Works related construction projects under Two Million Dollars; and

WHEREAS, during the selection process, Cathcart Construction Company – Florida LLC, submitted the lowest, responsive bid to perform the services contemplated by ITB-18-PW-021; and,

WHEREAS, the City has negotiated an Agreement with Cathcart Construction Company – Florida LLC, which is in the best interest of the City.

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

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Agreement. The Agreement with Cathcart Construction Company – Florida LLC, attached hereto as **Exhibit "A"** is hereby approved. The Mayor to authorized to execute the Agreement on behalf of the City.

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 ITB-18-PW-021 and the Agreement with Cathcart Construction Company – Florida LLC, as

Resolution No. 2019-83

1 of 3

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

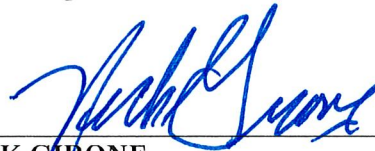
SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

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.

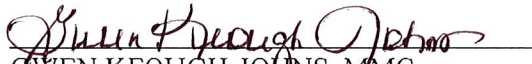
PASSED AND ADOPTED this 6th day of August, 2019.



NICK GIRONE

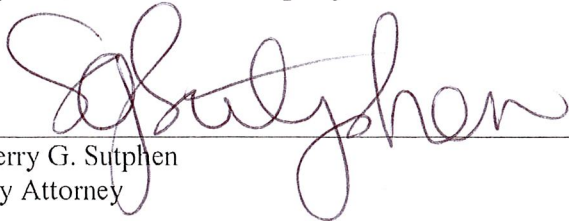
MAYOR of the City of Mount Dora, Florida

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

EXHIBIT “A”

Agreement with Cathcart Construction Company – Florida LLC
Construction Services for Public Works Projects under 2 Million Dollars

Resolution No. 2019-83
3 of 3

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and Cathcart Construction Company – Florida LLC, 2564 Connection Point, Oviedo, Florida 32765, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for a continuing services contractor, for emergency Public Works projects under Two Million Dollars, pursuant to the CITY's Purchasing Policy and ITB-18-PW-020; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the continuing services set forth in ITB-18-PW-020; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

- A. The term of this Agreement shall extend from the date of execution by the CITY for a period of two (2) years, and may be extended when in the best interest of the CITY, for up to three additional terms of one (1) year, so long as any such extension is agreed to in writing, executed by both parties prior to the expiration of the current term.
- B. A Task Authorization may be issued at any time during the Term of this Agreement so long as the same is accepted by the CONTRACTOR before the expiration of this Agreement or any extensions hereof. In the event that a Task Authorization is accepted prior to the expiration of the Term hereof, the

CONTRACTOR shall be bound by all of the terms and conditions set forth herein until all work is completed.

SECTION 3. **SCOPE OF SERVICES.**

- A. As assigned by the CITY from time to time through Task Authorization, in the form attached hereto as **Exhibit A**, the CONTRACTOR shall be responsible for performing emergency construction services for minor CITY projects, including but not limited to roadway work, sidewalk construction, slope stabilization, demolition and repair, replacement, restoration, stabilization, site management and/or necessary expansion of CITY facilities and infrastructure, wherein the total cost of the project does not exceed Two Million Dollars.
- B. The CITY shall issue a Task Authorization to the CONTRACTOR for each separate project the CONTRACTOR has been selected to undertake. Once the Task Authorization has been executed by the CONTRACTOR, the project will be considered accepted and the work may begin.

SECTION 4. **WARRANTY.**

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

SECTION 5. **OBLIGATIONS OF THE CONTRACTOR.**

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

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY.

- B. The CONTRACTOR shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement or a Task Authorization issued in accordance herewith.
- C. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- D. The CONTRACTOR shall provide administrative, management, supervision and related services as required to coordinate work of any subcontractors with each other to complete each project in accordance with the Task Authorization and this Agreement.
- E. The CONTRACTOR shall provide sufficient organization, personnel, management and supervision to carry out the requirements of all assigned projects.
- F. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in a Task Authorization issued in accordance herewith.
- G. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within Lake County and the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- H. The CONTRACTOR shall review, as applicable, all drawings, specifications, F.D.O.T. Design Standards, F.D.O.T. Standard Specifications for Road and Bridge Construction, details for all projects assigned and any and all modifications issued subsequent thereto and immediately bring discrepancies, errors and omissions to the attention of the CITY project manager
- I. The CONTRACTOR shall maintain accounting records for all authorized work.
- J. The CONTRACTOR shall provide a safety program prior to construction start for each project subject to the CITY review and coordinate the subcontractor's participation in the safety program.

- K. The CONTRACTOR shall consult with the CITY project manager for interpretations of the meaning and intent of any drawings, specifications and/or details. No claim for delay shall be allowed on the basis of uncertainty over contract terms or meanings so long as more definite interpretations of the documents are furnished with reasonable promptness after written request is made of them.
- L. To the extent required, product samples will be provided by the CONTRACTOR to the CITY project manager for approval.
- M. The CONTRACTOR shall maintain at a project site at least one record copy of all drawings, specifications, addenda, change orders and all other modifications, in good order and marked currently to record all changes made during construction, and approved product data and samples. These shall all be available to the CITY project manager at all times during the project and upon completion, all documents, product data and samples shall be delivered to the CITY.
- N. Any work to be performed under this Agreement shall commence with the fully executed Task Authorization submitted to the CONTRACTOR and, subject to authorized adjustments, substantial completion of each project shall be achieved by the time specified in the Task Authorization.
- O. If the CONTRACTOR is delayed at any time in the progress of a project by any act or neglect of the CITY, by changes ordered by the CITY, by labor disputes not caused by the CONTRACTOR or beyond the control of the CONTRACTOR, by fire, by unusual delay in transportation, by adverse weather conditions not reasonably anticipatable, by unavoidable casualties, by unforeseen soil, subsurface or other such conditions, by delay authorized by the CITY or by any other cause not the fault of the CONTRACTOR which the CITY determines may justify the delay, then the completion time shall be extended by change order for a reasonable time. Notwithstanding any other provision to the contrary, an extension of time shall be the sole and exclusive remedy for damages due to delay, including by way of illustration and not limitation, loss of profits, loss of use, home office overhead expenses, equipment rental and to all other claims including delays attributable to breach of contract or tort.
- P. Any claim, for extension of time shall be made in writing to the CITY not more than ten (10) days after the occurrence of the event giving rise to the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The CONTRACTOR shall provide an estimate of the probable effect of such delay on the progress of the project.

SECTION 6. **STANDARD OF CARE.**

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

SECTION 7. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under each Task Authorization for services rendered shall under no circumstances exceed Two Million Dollars and shall be in accordance with the pricing schedule set forth in **Exhibit "B"** attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. **TERMINATION.**

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

SECTION 9.

PAYMENT WHEN SERVICES ARE TERMINATED.

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

SECTION 10.

INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;
 - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 - 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 - 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 - 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 11. CITY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. **APPLICABLE LAW, VENUE, JURY TRIAL.**

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

SECTION 14. **PUBLIC RECORDS.**

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation

services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. **BANKRUPTCY OR INSOLVENCY.**

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

SECTION 20. **BINDING EFFECT.**

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

SECTION 21. **ASSIGNMENT.**

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

SECTION 22. **SEVERABILITY.**

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

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained,

shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

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

CONTRACTOR: Cathcart Construction Company – Florida LLC,
 2564 Connection Point
 Oviedo, Florida 32765

SECTION 25. **MODIFICATION.**

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

SECTION 26. **HEADINGS.**

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

SECTION 27. **ADMINISTRATIVE PROVISIONS.**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and

all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. **CONFLICT OF INTEREST.**

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

SECTION 29. **PUBLIC ENTITY CRIMES.**

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

SECTION 30. **JOINT AUTHORSHIP.**

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

SECTION 31. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. **AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR,

for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. USE OF CITY NAME, LOGO AND/OR SEAL

The CONTRACTOR may only use the CITY'S name, logo and/or seal with the express written permission of the City and consistent with any CITY policy related to the same.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 16 day of July, 2019.

CONTRACTOR

By: _____

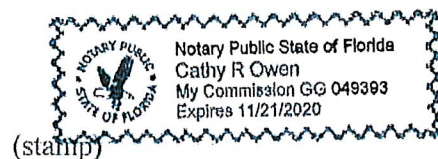
Print: Matt T. Blanton, President

Title: Matt T. Blanton, President

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 16th day of JULY, 2019 by MATT BLANTON, as PRESIDENT of Cathcart Construction Company – Florida LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced _____ as identification.



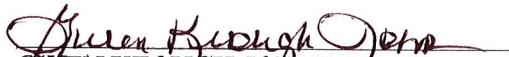
Cathy R. Owen
NOTARY PUBLIC, State of Florida

CITY OF MOUNT DORA



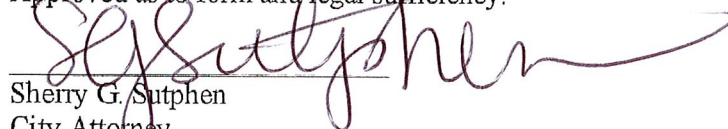
NICK GIRONI
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry G. Sutphen
City Attorney

Exhibit "A"
EMERGENCY TASK AUTHORIZATION FORM

**CITY OF MOUNT DORA
EMERGENCY TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between _____ (Contractor) and the City of Mount Dora, dated _____, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

City Project Manager:	
Date:	Number:
Contractor:	
Consultant Project Manager:	

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

SUMMARY OF WORK TO BE COMPLETED	
Recommended By: Print: _____ Date: _____ Signature: _____	
Reviewed By: Print: _____ Date: _____ Signature: _____	
Reviewed By: Print: _____ Date: _____ Signature: _____	
CONTRACTOR ACCEPTANCE	CITY MANAGER APPROVAL
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Exhibit "B"
PRICING SCHEDULE

Exhibit "B"

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See "Notes 1 & 2 Below")	LS	0	No Bid Item	
102-1	Maintenance of Traffic (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See "Notes 1 & 2 Below.")	LS	0	No Bid Item	
102-3	Commercial Material for Driveway Maintenance	CY	20	60	1,200
102-14	Traffic Control Officer	HR	40	50	2,000
102-22	Maintenance of Traffic- Temporary Bridge Closure (Both Ends of Bridge) (Monitoring)	ED	90	2,000	180,000
102-61	Business Sign	EA	10	300	3,000
102-71-11	Barrier Wall (Temporary) (Furnish & Install) (Concrete)	LF	400	50	20,000
102-71-13	Barrier Wall (Temporary) (Furnish & Install) (Low Profile) (Concrete)	LF	400	70	28,000
102-71-14	Barrier Wall (Temporary) (Furnish & Install) (Type K)	LF	400	50	20,000
102-71-21	Barrier Wall (Temporary) (Relocate) (Concrete)	LF	200	20	4,000
102-71-23	Barrier Wall (Temporary) (Relocate) (Low Profile) (Concrete)	LF	200	20	4,000
102-71-24	Barrier Wall (Temporary) (Relocate) (Type K)	LF	200	20	4,000
102-74-1	Channelizing Device (Types I, II, III, VP, Drum or I CD)	ED	180	1	180
102-74-2	Channelizing Device (Type III) (5')	ED	180	1	180
102-74-5	Channelizing Device (Pedestrian LCD) (Longitudinal Channelizing Device)	LF	500	1	500
102-76	Arrow Board / Advanced Warning Arrow Panel	ED	80	35	2,800
102-78	Temporary Retroreflective Pavement Marker	EA	400	5	2,000
102-89-1	Temporary Crash Cushion (Redirective Option)	LO	2	2,000	4,000
102-99	Changeable Variable Message Sign (Temporary)	ED	80	35	2,800
104-0-1	Prevention, Control and Abatement of Erosion & Water Pollution (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See "Notes 1 & 2 Below.")	LS	0	No Bid Item	
104-1	Artificial Coverings / Rolled Erosion Control Products	SY	10	20	200
104-5	Sandbagging	CY	50	200	10,000
104-10-2	Synthetic Bales	LF	50	5	250
104-11	Floating Turbidity Barrier	LF	100	15	1,500
104-12	Staked Turbidity Barrier (Nylon Reinforced PVC)	LF	100	7	700
104-13-1	Staked Silt Fence (Type III)	LF	800	4	3,200
104-15	Soil Tracking Prevention Device	EA	1	3,000	3,000
104-18	Inlet Protection System	EA	5	250	1,250
107-1	Litter Removal and Disposal	AC	5	100	500
PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
107-2	Mowing	AC	5	100	500
108-71-2	Field Office (600 SF)	DA	180	172	30,960

109-71-3	Field Office (900 SF)	DA	180	192	34,560
110-1-1	Clearing & Grubbing (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See *Notes 1 & 2 Below)	LS	0	No Bid Item	
110-4	Removal of Existing Concrete Pavement	SY	180	20	2,000
110-4-1	Removal of Existing Concrete Sidewalk, Driveways & Curb	SY	800	20	6,000
110-7-1	Mailbox (Furnish & Install) (Standard-Single)	EA	5	250	1,250
110-7-2	Mailbox (Relocate Existing) (Standard-Single)	EA	5	150	750
110-7-3	Mailbox (Relocate Existing) (Masonry-Single)	EA	2	2,000	4,000
120-1	Regular Excavation	CY	400	10	4,000
120-2-2	Borrow Excavation (Truck Measure)	CY	500	18	9,000
120-3	Lateral Ditch Excavation	CY	300	25	7,500
120-4	Subsoil Excavation	CY	300	11	3,300
120-6	Embankment	CY	300	18	5,400
120-71	Regular Excavation - Projects with Limited or no Cross Sections (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items. See *Notes 1 & 2 Below.)	LS	0	No Bid Item	
121-70	Flowable Fill	CY	10	250	2,500
145-1	Geosynthetic Reinforced Soil Slope	SF	500	10	5,000
160-4	Type B Stabilization (12")	SY	1,400	20	28,000
162-1-11	Prepared Soil Layer (Finish Soil Layer) (6")	SY	500	5	2,500
162-1-12	Prepared Soil Layer (Finish Soil Layer) (12")	SY	500	7	3,500
162-1-18	Prepared Soil Layer (Finish Soil Layer) (18")	SY	500	9	4,500
210-1-1	Reworking Limerock Base (6")	SY	500	20	10,000
210-2	Limerock (New Material for Reworking Base)	CY	50	40	2,000
285-701	Optional Base (Base Group 01)	SY	1,400	20	28,000
285-702	Optional Base (Base Group 02)	SY	1,400	22	30,800
285-704	Optional Base (Base Group 04)	SY	1,400	24	33,600
285-708	Optional Base (Base Group 08)	SY	1,400	26	36,400
285-709	Optional Base (Base Group 09)	SY	1,600	30	48,000
285-710	Optional Base (Base Group 10)	SY	1,400	32	44,800
285-711	Optional Base (Base Group 11)	SY	1,400	34	47,600
PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
285-712	Optional Base (Base Group 12)	SY	1,400	35	49,000
285-715	Optional Base (Base Group 15)	SY	1,400	70	98,000
327-70-1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	4,000	4	16,000
327-70-4	Milling Existing Asphalt Pavement (3" Avg. Depth)	SY	4,000	5	20,000
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	4,000	5	20,000

327-70-0	Milling Existing Asphalt Pavement (1 1/2" Avg. Depth)	SY	4,000	4	16,000
327-70-1	Milling Existing Asphalt Pavement (4" Avg. Depth)	SY	2,000	8	16,000
327-70-2	Milling Existing Asphalt Pavement (2-1/2" Avg. Depth)	SY	2,000	5	10,000
334-1-12	Superpave Asphaltic Concrete (Traffic B)	TN	400	150	60,000
334-1-13	Superpave Asphaltic Concrete (Traffic C)	TN	800	150	120,000
334-1-22	Superpave Asphaltic Concrete (Traffic B) (PG 76-22) (PMA)	TN	400	150	60,000
334-1-23	Superpave Asphaltic Concrete (Traffic C) (PG 76-22) (PMA)	TN	800	150	120,000
334-1-24	Superpave Asphaltic Concrete (Traffic D) (PG 76-22) (PMA)	TN	600	150	90,000
334-1-33	Superpave Asphaltic Concrete (Traffic C) (PG 82-22) (PMA)	TN	600	150	90,000
334-2	Type S-III 9.5 Asphaltic Concrete (Parking Lots)	TN	200	150	30,000
337-7-40	Asphaltic Concrete Friction Course (Traffic B) (FC-9.5) (PG 76-22) (PMA)	TN	400	150	60,000
337-7-41	Asphaltic Concrete Friction Course (Traffic B) (FC-12.5) (PG 76-22) (PMA)	TN	400	150	60,000
337-7-42	Asphaltic Concrete Friction Course (Traffic C) (FC-9.5) (PG 76-22) (PMA)	TN	600	150	90,000
337-7-43	Asphaltic Concrete Friction Course (Traffic C) (FC-12.5) (PG 76-22) (PMA)	TN	800	150	120,000
337-7-45	Asphaltic Concrete Friction Course (Traffic D) (FC-12.5) (PG 76-22) (PMA)	TN	800	150	120,000
339-1	Miscellaneous Asphalt Pavement	TN	10	250	2,500
339-2	Asphaltic Concrete (Cold Patch)	TN	4	250	1,000
350-3-5	Plain Cement Concrete Pavement (8")	SY	350	80	28,000
350-3-9	Plain Cement Concrete Pavement (10")	SY	300	100	30,000
350-4-5	Reinforced Cement Concrete Pavement (8")	SY	300	95	28,500
350-4-9	Reinforced Cement Concrete Pavement (10")	SY	300	125	37,500
400-0-11	Concrete Class NS (Gravity Wall)	CY	50	2,000	100,000
400-1-2	Concrete Class I (Endwalls)	CY	40	2,000	80,000
400-1-11	Concrete Class I (Retaining Walls)	CY	30	2,000	60,000
400-1-15	Concrete Class I (Miscellaneous)	CY	5	2,000	10,000
400-2-1	Concrete Class II (Culverts)	CY	60	2,000	120,000
400-2-2	Concrete Class II (Endwalls)	CY	40	2,000	80,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
400-2-10	Concrete Class II (Approach Slabs / Abutments)	CY	20	2,000	40,000
400-4-1	Concrete Class IV (Culverts)	CY	60	2,000	120,000
400-4-2	Concrete Class IV (Endwalls)	CY	40	2,000	80,000
400-153	Non Shrink Grout (F&I) (Misc) (Structures Rehab.)	CF	50	350	17,500
415-1-1	Reinforcing Steel (Roadway)	LB	10,000	2	20,000
415-1-3	Reinforcing Steel (Retaining Wall)	LB	10,000	2	20,000
415-1-6	Reinforcing Steel (Miscellaneous)	LB	1,000	6	6,000
415-1-9	Reinforcing Steel (Approach Slabs)	LB	10,000	2	20,000

425-1-311	Inlets (Curb) (Type P-1) (<10')	EA	2	7,500	15,000
425-1-312	Inlets (Curb) (Type P-1) (>10')	EA	1	10,000	10,000
425-1-315	Inlets (Curb) (Type P-1) (Partial)	EA	2	5,000	10,000
425-1-321	Inlets (Curb) (Type P-2) (<10')	EA	2	7,500	15,000
425-1-322	Inlets (Curb) (Type P-2) (>10')	EA	1	10,000	10,000
425-1-325	Inlets (Curb) (Type P-2) (Partial)	EA	1	5,000	5,000
425-1-331	Inlets (Curb) (Type P-3) (<10')	EA	2	9,000	18,000
425-1-332	Inlets (Curb) (Type P-3) (>10')	EA	1	11,000	11,000
425-1-335	Inlets (Curb) (Type P-3) (Partial)	EA	1	5,000	5,000
425-1-341	Inlets (Curb) (Type P-4) (<10')	EA	2	7,500	15,000
425-1-342	Inlets (Curb) (Type P-4) (>10')	EA	1	10,000	10,000
425-1-345	Inlets (Curb) (Type P-4) (Partial)	EA	1	5,000	5,000
425-1-351	Inlets (Curb) (Type P-5) (<10')	EA	6	7,500	45,000
425-1-352	Inlets (Curb) (Type P-5) (>10')	EA	2	10,000	20,000
425-1-355	Inlets (Curb) (Type P-5) (Partial)	EA	1	5,000	5,000
425-1-361	Inlets (Curb) (Type P-6) (<10')	EA	4	7,500	30,000
425-1-362	Inlets (Curb) (Type P-6) (>10')	EA	2	10,000	20,000
425-1-365	Inlets (Curb) (Type P-6) (Partial)	EA	1	5,000	5,000
425-1-411	Inlets (Curb) (Type J-1) (<10')	EA	1	9,000	9,000
425-1-412	Inlets (Curb) (Type J-1) (>10')	EA	1	12,000	12,000
425-1-421	Inlets (Curb) (Type J-2) (<10')	EA	1	9,000	9,000
425-1-422	Inlets (Curb) (Type J-2) (>10')	EA	1	12,000	12,000
425-1-431	Inlets (Curb) (Type J-3) (<10')	EA	1	11,000	11,000
425-1-432	Inlets (Curb) (Type J-3) (>10')	EA	1	15,000	15,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
425-1-441	Inlets (Curb) (Type J-4) (<10')	EA	1	11,000	11,000
425-1-442	Inlets (Curb) (Type J-4) (>10')	EA	1	15,000	15,000
425-1-451	Inlets (Curb) (Type J-5) (<10')	EA	1	11,000	11,000
425-1-452	Inlets (Curb) (Type J-5) (>10')	EA	1	15,000	15,000
425-1-461	Inlets (Curb) (Type J-6) (<10')	EA	1	10,000	10,000
425-1-462	Inlets (Curb) (Type J-6) (>10')	EA	1	15,000	15,000
425-1-471	Inlets (Curb) (Type 7) (<10')	EA	2	7,500	15,000
425-1-472	Inlets (Curb) (Type 7) (>10')	EA	1	10,000	10,000
425-1-473	Inlets (Curb) (Type 7) (J Box) (<10')	EA	1	7,500	7,500
425-1-474	Inlets (Curb) (Type 7) (J Box) (>10')	EA	1	10,000	10,000
425-1-475	Inlets (Curb) (Type 7) (Partial)	EA	2	5,000	10,000

425-1-481	Inlets (Curb) (Type B) (<10')	EA	2	7,500	15,000
425-1-482	Inlets (Curb) (Type B) (>10')	EA	1	10,000	10,000
425-1-483	Inlets (Curb) (Type B) (J Bot) (<10')	EA	1	9,000	9,000
425-1-484	Inlets (Curb) (Type B) (J Bot) (>10')	EA	1	12,000	12,000
425-1-485	Inlets (Curb) (Type B) (Partial)	EA	2	5,000	10,000
425-1-521	Inlets (DT Bot) (Type C) (<10')	EA	4	5,000	20,000
425-1-522	Inlets (DT Bot) (Type C) (>10')	EA	1	8,000	8,000
425-1-523	Inlets (DT Bot) (Type C) (J Bot) (<10')	EA	2	8,000	16,000
425-1-524	Inlets (DT Bot) (Type C) (J Bot) (>10')	EA	1	15,000	15,000
425-1-525	Inlets (DT Bot) (Type C) (Partial)	EA	1	3,500	3,500
425-1-531	Inlets (DT Bot) (Type C) (Modified) (Back of Sidewalk) (<10')	EA	2	5,000	10,000
425-1-532	Inlets (DT Bot) (Type C) (Modified) (Back of Sidewalk) (>10')	EA	1	8,000	8,000
425-1-533	Inlets (DT Bot) (Type C) (Modified) (Back of Sidewalk) (J Bot) (<10')	EA	1	6,000	6,000
425-1-534	Inlets (DT Bot) (Type C) (Modified) (Back of Sidewalk) (J Bot) (>10')	EA	1	11,000	11,000
425-1-535	Inlets (DT Bot) (Type C) (Modified) (Back of Sidewalk) (Partial)	EA	2	5,000	10,000
425-1-541	Inlets (DT Bot) (Type D) (<10')	EA	2	5,000	10,000
425-1-542	Inlets (DT Bot) (Type D) (>10')	EA	1	8,000	8,000
425-1-543	Inlets (DT Bot) (Type D) (J Bot) (<10')	EA	2	8,500	17,000
425-1-544	Inlets (DT Bot) (Type D) (J Bot) (>10')	EA	1	13,000	13,000
425-1-545	Inlets (DT Bot) (Type D) (Partial)	EA	1	5,000	5,000
425-1-551	Inlets (DT Bot) (Type E) (<10')	EA	2	5,000	10,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
425-1-552	Inlets (DT Bot) (Type E) (>10')	EA	1	7,500	7,500
425-1-553	Inlets (DT Bot) (Type E) (J Bot) (<10')	EA	2	5,000	10,000
425-1-554	Inlets (DT Bot) (Type E) (J Bot) (>10')	EA	1	10,000	10,000
425-1-555	Inlets (DT Bot) (Type E) (Partial)	EA	1	5,000	5,000
425-1-561	Inlets (DT Bot) (Type F) (<10')	EA	2	5,000	10,000
425-1-562	Inlets (DT Bot) (Type F) (>10')	EA	1	7,500	7,500
425-1-563	Inlets (DT Bot) (Type F) (J Bot) (<10')	EA	2	6,000	12,000
425-1-564	Inlets (DT Bot) (Type F) (J Bot) (>10')	EA	1	9,000	9,000
425-1-565	Inlets (DT Bot) (Type F) (Partial)	EA	1	4,000	4,000
425-1-581	Inlets (DT Bot) (Type H) (<10')	EA	2	9,000	18,000
425-1-582	Inlets (DT Bot) (Type H) (>10')	EA	1	13,000	13,000
425-1-583	Inlets (DT Bot) (Type H) (J Bot) (<10')	EA	1	5,000	5,000
425-1-585	Inlets (DT Bot) (Type H) (Partial)	EA	1	4,000	4,000
425-1-701	Inlets (Curb) (Type S) (<10')	EA	2	6,000	12,000

425-1-702	Inlets (Gutter) (Type S) (>10')	EA	1	10,000	10,000
425-1-703	Inlets (Gutter) (Type S) (J Bot.) (<10')	EA	2	7,000	14,000
425-1-704	Inlets (Gutter) (Type S) (J Bot.) (>10')	EA	1	10,000	10,000
425-1-710	Inlets (Gutter) (Type S) (Partial)	EA	1	5,000	5,000
425-1-711	Inlets (Gutter) (Type V) (<10')	EA	2	6,000	12,000
425-1-712	Inlets (Gutter) (Type V) (>10')	EA	1	11,000	11,000
425-1-713	Inlets (Gutter) (Type V) (J Bot.) (<10')	EA	2	9,000	18,000
425-1-714	Inlets (Gutter) (Type V) (J Bot.) (>10')	EA	1	13,000	13,000
425-1-715	Inlets (Gutter) (Type V) (Partial)	EA	1	5,000	5,000
425-1-910	Inlets (Closed Flume)	EA	2	10,000	20,000
425-2-41	Manholes (P-7) (<10')	EA	4	6,500	26,000
425-2-42	Manholes (P-7) (>10')	EA	2	9,000	18,000
425-2-43	Manholes (P-7) (Partial)	EA	2	5,500	11,000
425-2-61	Manholes (P-8) (<10')	EA	4	6,500	26,000
425-2-62	Manholes (P-8) (>10')	EA	2	9,000	18,000
425-2-63	Manholes (P-8) (Partial)	EA	2	5,500	11,000
425-2-71	Manholes (J-7) (<10')	EA	2	9,000	18,000
425-2-72	Manholes (J-7) (>10')	EA	1	12,000	12,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
425-2-73	Manholes (J-7) (Partial)	EA	2	5,500	11,000
425-2-91	Manholes (J-8) (<10')	EA	2	8,000	16,000
425-2-92	Manholes (J-8) (>10')	EA	1	12,000	12,000
425-2-93	Manholes (J-8) (Partial)	EA	2	5,500	11,000
425-2-110	Manholes (Repair)	EA	2	2,000	4,000
425-3-41	Junction Box (Drainage) (P-7) (<10')	EA	1	8,000	8,000
425-3-42	Junction Boxes (P-7) (>10')	EA	1	12,000	12,000
425-3-43	Junction Box (Drainage) (P-7) (Partial)	EA	1	5,000	5,000
425-3-50	Junction Box (Drainage) (Repair)	EA	1	2,000	2,000
425-3-61	Junction Boxes (J-7) (<10')	EA	1	8,000	8,000
425-3-63	Junction Box (Drainage) (J-7) (Partial)	EA	1	5,000	5,000
425-3-91	Junction Box (Drainage) (Utility) (<10')	EA	1	8,000	8,000
425-3-92	Junction Box (Drainage) (Utility) (>10')	EA	1	12,000	12,000
425-4	Inset (Adjust)	EA	2	2,000	4,000
425-5	Manhole (Adjust)	EA	2	2,000	4,000
425-6	Valve Boxes (Adjust)	EA	4	500	2,000
425-7	Manhole Cover (Replace)	EA	1	1,500	1,500

425-10	Yard Drain	EA	4	2,500	10,000
425-15-41	Inlet Top (Repair) (Curb Inlet)	EA	1	3,000	3,000
425-15-42	Inlet Top (Repair) (Ditch Bottom Inlet)	EA	1	2,000	2,000
425-74-1	Manholes & Inlets (Cleaning & Sealing) (<10')	EA	5	2,000	10,000
425-82	Replace Grate (Cast Iron with Steel)	SF	15	1,500	22,500
430-1-323	Concrete Pipe Culvert (Class III) (15")	LF	72	100	7,200
430-1-325	Concrete Pipe Culvert (Class III) (18")	LF	200	105	21,000
430-1-329	Concrete Pipe Culvert (Class III) (24")	LF	96	130	12,480
430-1-333	Concrete Pipe Culvert (Class III) (30")	LF	72	175	12,600
430-1-338	Concrete Pipe Culvert (Class III) (36")	LF	96	200	19,200
430-1-340	Concrete Pipe Culvert (Class III) (42")	LF	72	230	16,560
430-1-341	Concrete Pipe Culvert (Class III) (48")	LF	72	275	19,800
430-1-342	Concrete Pipe Culvert (Class III) (54")	LF	72	375	27,000
430-1-343	Concrete Pipe Culvert (Class III) (60")	LF	72	500	36,000
430-14-101	Elliptical Concrete Pipe Culvert (Class HE-III) (12"x 18")	LF	72	125	9,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
430-14-102	Elliptical Concrete Pipe Culvert (Class HE-III) (14"x 23")	LF	96	150	14,400
430-14-103	Elliptical Concrete Pipe Culvert (Class HE-III) (19"x 30")	LF	96	200	19,200
430-14-104	Elliptical Concrete Pipe Culvert (Class HE-III) (24"x 38")	LF	72	230	16,560
430-14-105	Elliptical Concrete Pipe Culvert (Class HE-III) (29"x 45")	LF	96	275	26,400
430-14-108	Elliptical Concrete Pipe Culvert (Class HE-III) (34"x 53")	LF	72	400	28,800
430-14-109	Elliptical Concrete Pipe Culvert (Class HE-III) (38"x 60")	LF	72	550	39,600
430-14-111	Elliptical Concrete Pipe Culvert (Class HE-III) (43"x 68")	LF	72	650	46,800
430-14-112	Elliptical Concrete Pipe Culvert (Class HE-III) (48"x 76")	LF	72	800	57,600
430-94-1	Desilting Pipe (0 - 24")	LF	72	7	504
430-94-2	Desilting Pipe (25 - 36")	LF	72	9	648
430-94-3	Desilting Pipe (37 - 48")	LF	72	12	864
430-94-4	Desilting Pipe (49 - 60")	LF	72	22	1,584
430-602-125	U-Endwall (w/Grate) (Std. 260) (1:4 Slope) (18")	EA	2	3,000	6,000
430-602-129	U-Endwall (w/Grate) (Std. 260) (1:4 Slope) (24")	EA	2	4,500	9,000
430-830	Pipe Filling & Plugging (Place Out of Service)	CY	20	350	7,000
430-950	Desilting Concrete Box Culvert	CY	50	160	8,000
430-861-213	PVC Pipe Culvert (Schedule 40) (Not Encased) (4")	LF	40	30	1,200
430-861-216	PVC Pipe Culvert (Schedule 40) (Not Encased) (6")	LF	40	32	1,280
430-861-218	PVC Pipe Culvert (Schedule 40) (Not Encased) (8")	LF	40	36	1,440
430-861-221	PVC Pipe Culvert (Schedule 40) (Not Encased) (12")	LF	40	55	2,200

430-98-121	Mitered End Section (Polyethylene Pipe) (12")	EA	2	1,500	3,000
430-98-123	Mitered End Section (Polyethylene Pipe) (15")	EA	4	1,500	6,000
430-98-125	Mitered End Section (Polyethylene Pipe) (18")	EA	4	1,500	6,000
430-98-129	Mitered End Section (Polyethylene Pipe) (24")	EA	4	2,000	8,000
430-98-133	Mitered End Section (Polyethylene Pipe) (30")	EA	2	2,600	5,200
430-98-138	Mitered End Section (Polyethylene Pipe) (36")	EA	2	3,200	6,400
430-98-140	Mitered End Section (Polyethylene Pipe) (42")	EA	2	3,800	7,600
430-98-141	Mitered End Section (Polyethylene Pipe) (48")	EA	2	5,000	10,000
430-98-142	Mitered End Section (Polyethylene Pipe) (54")	EA	2	5,000	10,000
430-98-143	Mitered End Section (Polyethylene Pipe) (60")	EA	2	6,000	12,000
430-98-223	Mitered End Section (Concrete Pipe Round) (15")	EA	4	1,500	6,000
430-98-225	Mitered End Section (Concrete Pipe Round) (18")	EA	4	1,500	6,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
430-98-226	Mitered End Section (Concrete Pipe Round) (24")	EA	4	2,000	8,000
430-98-233	Mitered End Section (Concrete Pipe Round) (30")	EA	2	2,600	5,200
430-98-238	Mitered End Section (Concrete Pipe Round) (36")	EA	2	3,200	6,400
430-98-240	Mitered End Section (Concrete Pipe Round) (42")	EA	2	3,800	7,600
430-98-241	Mitered End Section (Concrete Pipe Round) (48")	EA	2	5,000	10,000
430-98-242	Mitered End Section (Concrete Pipe Round) (54")	EA	2	5,000	10,000
430-98-243	Mitered End Section (Concrete Pipe Round) (60")	EA	2	6,000	12,000
430-98-401	Mitered End Section (Concrete Pipe Elliptical) (12"x 18")	EA	4	1,600	6,400
430-98-402	Mitered End Section (Concrete Pipe Elliptical) (14"x 23")	EA	4	2,000	8,000
430-98-403	Mitered End Section (Concrete Pipe Elliptical) (18"x 30")	EA	4	2,500	10,000
430-98-404	Mitered End Section (Concrete Pipe Elliptical) (24"x 36")	EA	2	3,500	7,000
430-98-405	Mitered End Section (Concrete Pipe Elliptical) (28"x 45")	EA	2	4,000	8,000
430-98-408	Mitered End Section (Concrete Pipe Elliptical) (34"x 53")	EA	2	5,000	10,000
430-98-409	Mitered End Section (Concrete Pipe Elliptical) (38"x 60")	EA	2	6,000	12,000
430-98-411	Mitered End Section (Concrete Pipe Elliptical) (43"x 68")	EA	2	8,000	16,000
430-98-412	Mitered End Section (Concrete Pipe Elliptical) (48"x 76")	EA	2	10,000	20,000
430-99-21	Polyethylene Pipe Culvert (Smooth Wall) (12")	LF	48	75	3,600
430-99-23	Polyethylene Pipe Culvert (Smooth Wall) (15")	LF	72	100	7,200
430-99-25	Polyethylene Pipe Culvert (Smooth Wall) (18")	LF	96	150	14,400
430-99-29	Polyethylene Pipe Culvert (Smooth Wall) (24")	LF	96	175	16,800
430-99-33	Polyethylene Pipe Culvert (Smooth Wall) (30")	LF	72	200	14,400
430-99-38	Polyethylene Pipe Culvert (Smooth Wall) (36")	LF	96	250	24,000
430-99-40	Polyethylene Pipe Culvert (Smooth Wall) (42")	LF	72	300	21,600

430-9B-41	Polyethylene Pipe Culvert (Smooth Wall) (44")	LF	72	360	26,200
430-9B-42	Polyethylene Pipe Culvert (Smooth Wall) (54")	LF	72	400	28,600
430-9B-43	Polyethylene Pipe Culvert (Smooth Wall) (60")	LF	72	500	36,000
430-9B-1	Mitred End Section (Repiece Station)	CY	1	1,500	1,500
431-1-1	Pipe Liner (Resin Impregnated Cured In Place Pipe (RICIPP) Lining) (0-24")	LF	150	100	15,000
431-1-2	Pipe Liner (Resin Impregnated Cured In Place Pipe (RICIPP) Lining) (24"-36")	LF	150	150	22,500
431-1-3	Pipe Liner (Resin Impregnated Cured In Place Pipe (RICIPP) Lining) (37"-48")	LF	150	300	45,000
431-1-4	Pipe Liner (Resin Impregnated Cured In Place Pipe (RICIPP) Lining) (49"-60")	LF	150	600	90,000
436-1-1	Trench Drain (Standard)	LF	50	400	20,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.		
440-2-20	Underdrain (6") (Type II)	LF	600	75	37,500
440-2-30	Underdrain (6") (Type III)	LF	600	75	37,500
440-2-50	Underdrain (6") (Type V)	LF	800	75	60,000
440-3-20	Underdrain (8") (Type II)	LF	500	75	37,500
440-3-30	Underdrain (8") (Type III)	LF	500	90	45,000
440-3-50	Underdrain (8") (Type V)	LF	800	90	72,000
440-70	Underdrain Inspection Box	EA	4	2,000	8,000
440-73-2	Underdrain Outlet Pipe (6")	LF	40	50	2,000
440-73-3	Underdrain Outlet Pipe (8")	LF	40	55	2,200
443-70-3	French Drain (18")	LF	250	150	37,500
443-70-4	French Drain (24")	LF	250	165	41,250
455-88-1	Drilled Shaft (24" Dia)	LF	60	1,500	90,000
455-88-2	Drilled Shaft (30" Dia)	LF	60	2,000	120,000
455-88-3	Drilled Shaft (36" Dia)	LF	60	2,500	150,000
455-88-4	Drilled Shaft (42" Dia)	LF	60	3,000	180,000
455-88-5	Drilled Shaft (48" Dia)	LF	60	4,000	240,000
455-133-2	Sheet Piling (Steel) (Temporary - Critical) (SKZ 25 or Equivalent)	SF	1,500	50	75,000
455-133-3	Sheet Piling (Steel) (F & I Permanent) (SKZ 25 or Equivalent)	SF	1,500	100	150,000
514-71-1	Plastic Filter Fabric (Subsurface)	SY	50	5	250
514-71-2	Plastic Filter Fabric (Stabilization)	SY	50	5	250
515-1-2	Pipe Handrail/Guidesail (42" Double Rail) (Alum. Mill Finish)	LF	150	90	13,500
515-1-6	Pipe Handrail/Guidesail (42" Double Rail) (Alum. Black Powder Coat Finish)	LF	150	125	18,750
515-2-311	Pedestrian/Bicycle Railing (Alum. Mill Finish) (42" Type 1) (Picket Infill)	LF	150	125	18,750
515-2-312	Pedestrian/Bicycle Railing (Alum. Mill Finish) (42" Type 2) (Chain Link Continuous Infill)	LF	150	130	19,500
515-2-321	Pedestrian/Bicycle Railing (Alum. Mill Finish) (54" Type 1) (Picket Infill)	LF	50	175	8,750
515-6-311	Pedestrian/Bicycle Railing (Alum. Black Powder Coat Finish) (42" Type 1) (Picket Infill)	LF	150	200	30,000

515-1-3-12	Pedestrian/Bicycle Railing (Alum. Black Powder Coat Finish) (42" Type 2) (Picket Link)	LF	150	175	26,250
515-1-3-1	Pedestrian/Bicycle Railing (Alum. Black Powder Coat Finish) (54" Type 1) (Picket Link)	LF	50	250	12,500
515-7-1	Bollards (6" Painted Steel Casing Filled with Concrete)	LF	30	450	13,500
520-1-7	Concrete Curb & Gutter (Type E)	LF	300	30	9,000
520-1-8	Concrete Curb & Gutter (Miami)	LF	300	30	9,000
520-1-10	Concrete Curb & Gutter (Type F)	LF	500	30	15,000
PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT BID PRICE	TOTAL BID PRICE
520-2-1	Concrete Curb (Type A)	LF	300	30	9,000
520-2-2	Concrete Curb (Type B)	LF	300	30	9,000
520-2-4	Concrete Curb (Type D)	LF	300	30	9,000
520-2-5	Concrete Curb (Ribbon Curb) (20" W x 8" D)	LF	80	30	2,400
520-2-8	Concrete Curb (Type RA)	LF	400	30	12,000
520-3	Concrete Valley Gutter	LF	80	30	2,400
520-5-11	Concrete Traffic Separator (Type I) (4' Wide)	LF	100	25	2,500
520-5-12	Concrete Traffic Separator (Type I) (6' Wide)	LF	100	40	4,000
520-5-16	Concrete Traffic Separator (Type I) (8.5' Wide)	LF	100	50	5,000
520-5-41	Concrete Traffic Separator (Type IV) (4' Wide)	LF	100	25	2,500
520-5-42	Concrete Traffic Separator (Type IV) (6' Wide)	LF	100	40	4,000
520-5-46	Concrete Traffic Separator (Type IV) (8.5' Wide)	LF	100	50	5,000
520-6	Shoulder Gutter (Concrete)	LF	100	30	3,000
520-70	Concrete Traffic Separator (Special-Variable Width)	SY	60	60	3,600
522-1	Sidewalk & Driveways (Concrete) (4" Thick)	SY	1,600	50	80,000
522-2	Sidewalk & Driveways (Concrete) (6" Thick)	SY	400	60	24,000
522-10	Sidewalk & Driveways (Rubberized Porous Pavement) (2" Thick) (Black)	SY	100	300	30,000
522-11	Sidewalk & Driveways (Rubberized Porous Pavement) (4" Thick) (Black)	SY	100	500	50,000
522-15	Sidewalk Curb (Monolithic Cast)	LF	100	30	3,000
522-16	Sidewalk Curb (Separately Cast)	LF	100	30	3,000
522-20	Sidewalk (Grinding Concrete) (Trip Hazards)	SF	100	25	2,500
522-30-1	Sidewalk (Articulated Joint System) ('TripStop' or Approved Alternative) (4" Thick)	LF	50	15	750
522-30-2	Sidewalk (Articulated Joint System) ('TripStop' or Approved Alternative) (6" Thick)	LF	50	25	1,250
524-1-2	Concrete Ditch Pavement (Non Reinforced) (4" Thick)	SY	80	60	4,800
524-1-4	Concrete Ditch Pavement (Non Reinforced) (6" Thick)	SY	80	70	5,600
527-2	Detectable Warnings (Preformed Thermoplastic)	SF	200	25	5,000
530-1	RipRap (Sand Cement)	CY	40	450	18,000
530-3-3	RipRap (Rubble) (Jard & Shore)	TN	200	200	40,000
530-3-4	RipRap (Rubble) (Furnish & Install) (Ditch Lining)	TN	100	200	20,000

530-4-4	Articulating Concrete Block Retention System (4" Thick)	SY	200	250	50,000
530-4-6	Articulating Concrete Block Retention System (6" Thick)	SY	200	275	55,000
530-4-9	Articulating Concrete Block Retention System (9" Thick)	SY	200	300	60,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
530-74	Bedding Stone	TN	20	90	1,800
530-76-2	Gabion Mat (9" Thick) (Natural Stone) (Bulk Specific Gravity ≥ 2.90)	SY	500	200	100,000
530-77-2	Gabion Basket (36" Thick) (Natural Stone) (Bulk Specific Gravity ≥ 2.90)	SY	1,000	400	400,000
536-1-1	Guardrail (Roadway)	LF	400	25	10,000
536-1-3	Guardrail (Roadway) (Double Face)	LF	300	32	9,600
536-2	Guardrail (Shop-Bent Panels)	LF	50	40	2,000
536-6	Pipe Rail for Guardrail	LF	150	20	3,000
536-7	Guardrail Post (Special)	EA	6	250	1,500
536-73	Guardrail Removal	LF	400	5	2,000
536-85-22	Guardrail End Anchorage Assembly (Flared)	EA	4	3,000	12,000
536-85-24	Guardrail End Anchorage Assembly (Parallel)	EA	2	3,100	6,200
536-85-25	Guardrail End Anchorage Assembly (Type II)	EA	2	1,000	2,000
536-85-26	Guardrail End Anchorage Assembly (Type CRT)	EA	2	2,000	4,000
536-85-27	Guardrail End Anchorage Assembly (Double Face Terminal)	EA	2	4,500	9,000
536-1	Guardrail Reset	LF	125	15	1,875
542-70	Concrete Bumper Guard	EA	10	70	700
546-71	Rumble Strips	PS	2	750	1,500
547-70-1	RipRap (Fabric-Formed Concrete) (8" Filter Points)	SY	50	75	3,750
550-10-110	Fencing (Type A) (0.0' - 5.0' Height) (Standard)	LF	300	15	4,500
550-10-210	Fencing (Type B) (0.0' - 5.0' Height) (Standard)	LF	300	15	4,500
550-10-212	Fencing (Type B) (0.0' - 5.0' Height) (with Vinyl Coating)	LF	300	30	9,000
550-10-218	Fencing (Type B) (0.0' - 5.0' Height) (Reset Existing)	LF	300	25	7,500
550-10-220	Fencing (Type B) (5.1' - 6.0' Height) (Standard)	LF	300	20	6,000
550-10-222	Fencing (Type B) (5.1' - 6.0' Height) (w/ Vinyl Coating)	LF	300	25	7,500
550-10-228	Fencing (Type B) (5.1' - 6.0' Height) (Reset Existing)	LF	300	15	4,500
550-60-111	Fence Gate (Type A) (Single) (0' - 6' Opening)	EA	1	1,500	1,500
550-60-123	Fence Gate (Type A) (Double) (12.1' - 18.0' Opening)	EA	1	3,000	3,000
550-60-223	Fence Gate (Type B) (Double) (12.1' - 18.0' Opening)	EA	1	1,500	1,500
550-60-234	Fence Gate (Type B) (Sliding/Cantilever) (18.1' - 20.0' Opening)	EA	1	3,000	3,000
550-60-235	Fence Gate (Type B) (Sliding/Cantilever) (20.1' - 24.0' Opening)	EA	1	3,500	3,500
550-60-323	Fence Gate (Type B) (w/ Vinyl Coating) (Double) (12.1' - 18.0' Opening)	EA	1	4,000	4,000
550-60-334	Fence Gate (Type B) (w/ vinyl Coating) (Sliding/Cantilever) (18.1' - 20.0' Opening)	EA	1	5,000	5,000

PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT BID PRICE	TOTAL BID PRICE
554-1-15	Fence Gate (Type B) (w/ Vinyl Coating) (Sliding/Cantilever) (26' - 24' Opening)	EA	1	8,000	8,000
555-1-1	Directional Bore (Less Than 6")	LF	200	75	15,000
555-1-2	Directional Bore (6" To <12")	LF	200	85	17,000
555-1-3	Directional Bore (12" To <18")	LF	200	125	25,000
556-1-1	Jack & Bore (Casing Dia. <8")	LF	60	150	9,000
556-1-2	Jack & Bore (Casing Dia. 6" To <12")	LF	60	200	12,000
556-1-3	Jack & Bore (Casing Dia. 12" To <18")	LF	60	300	18,000
556-1-4	Jack & Bore (Casing Dia. 18" To <24")	LF	60	400	24,000
570-1-1	Performance Turf (Seeding & Mulching, Hydroseeding, or Bonded Fiber Matrix)	SY	3,000	1	3,000
570-1-2	Performance Turf (Sod)	SY	3,000	4	12,000
571-1-11	Plastic Erosion Mat (Turf Reinforced Mat) (Type 1)	SY	250	10	2,500
591-1-2	Irrigation Sleeve (4" Dia.)	LF	200	25	5,000
620-1-1	Grounding Electrode (F&I)	LF	300	10	3,000
630-1-13	Conduit (2") - Signals (F&I) (Sawcut & Under Exist. Pavement)	LF	150	50	7,500
630-2-11	Conduit (2") (Furnish & Install) (Open Trench)	LF	200	30	6,000
630-2-12	Conduit (2") (Furnish & Install) (Directional Bore)	LF	200	50	10,000
630-2-14	Conduit (2") (Furnish & Install) (Aboveground)	LF	200	10	2,000
632-7-1	Signal Cable (New or Reconstructed Intersection) (Furnish & Install)	LF	400	50	20,000
632-7-2	Signal Cable (Repair / Replace / Other) (Furnish & Install)	LF	200	50	10,000
632-7-4	Signal Cable (Adjust)	LF	200	40	8,000
632-7-6	Signal Cable (Remove)	LF	300	10	3,000
633-1-113	Fiber Optic Cable (F&I) (Overhead) (49-96 Fibers)	LF	200	5	1,000
633-1-122	Fiber Optic Cable (F&I) (Underground) (13-48 Fibers)	LF	200	5	1,000
633-1-123	Fiber Optic Cable (F&I) (Underground) (49-96 Fibers)	LF	200	5	1,000
633-1-610	Fiber Optic Cable (Remove) (Overhead)	LF	200	4	800
633-1-620	Fiber Optic Cable (Remove) (Underground)	LF	200	2	400
633-2-31	Fiber Optic Connection (Install) (Splice)	EA	4	75	300
633-2-32	Fiber Optic Connection (Install) (Termination)	EA	4	150	600
633-3-11	Fiber Optic Connection Hardware (F&I) (Splice Enclosure)	EA	4	1,500	6,000
634-4-152	Span Wire Assembly (F&I) (Two Point) (Diagonal)	LF	300	-	
634-4-153	Span Wire Assembly (F&I) (Two Point) (Box)	LF	600		
634-4-600	Span Wire Assembly (Remove) (Poles Remain)	LF	400	-	

PROJECTS LESS THAN \$2,000,000

Bid Form

PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
NUMBER					

635-2-11	Pull & Splice Box (F&I) (13' x 24" Cover Size w/Concrete Apron)	EA	10	750	7,500
635-2-12	Pull & Splice Box (F&I) (24' x 36" Cover Size w/Concrete Apron)	EA	10	1,600	16,000
635-2-13	Pull & Splice Box (F&I) (30' x 60" Rect. or 36" Round Cover Size w/Concrete Apron)	EA	3	2,700	8,100
635-3-11	Junction Box (F&I) (Aerial)	EA	4	750	3,000
635-3-12	Junction Box (F&I) (Mounted)	EA	4	400	1,600
635-3-40	Junction Box (F&I) (Relocate)	EA	4	375	1,500
641-2-15	Pre-stressed Concrete Pole (F&I) (Type P-V)	EA	4	10,000	40,000
641-2-16	Pre-stressed Concrete Pole (F&I) (Type P-VI)	EA	4	13,000	52,000
641-2-17	Pre-stressed Concrete Pole (F&I) (Type P-VII)	EA	4	14,000	56,000
641-2-18	Pre-stressed Concrete Pole (F&I) (Type P-VIII)	EA	4	15,000	60,000
641-2-70	Pre-stressed Concrete Pole (Shallow Pole Removal - Pole 30' & Greater)	EA	4	3,000	12,000
641-2-80	Pre-stressed Concrete Pole (Complete Pole Removal - Pole 30' & Greater)	EA	4	3,500	14,000
646-1-11	Aluminum Signals Pole (F&I) (Pedestal)	EA	2	1,300	2,600
646-1-60	Aluminum Signals Pole (Remove)	EA	2	250	500
647-B	Geotechnical for Foundations	EA	2	2,500	5,000
647-C	Pre-Excavation (Per Foundation) (4ft. Depth)	EA	2	1,000	2,000
647-D	Vacuum Excavation (Soft Dig)	EA	8	2,000	16,000
648-1A	48" Foundation (Strain Poles)	LF	60	500	30,000
648-1B	48" Foundation (Mast Arm)	LF	60	500	30,000
649-31-201	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (36' Single Arm) (w/o Lum.) (per Sem. Co. Spec)	EA	1	25,000	25,000
649-31-202	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (46' Single Arm) (w/o Lum.) (per Sem. Co. Spec)	EA	1	28,000	28,000
649-31-203	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (60' Single Arm) (w/o Lum.) (per Sem. Co. Spec)	EA	1	35,000	35,000
649-31-204	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (70.5' Single Arm) (w/o Lum.) (per Sem. Co. Spec)	EA	1	40,000	40,000
649-31-205	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (78' Single Arm) (w/o Lum.) (per Sem. Co. Spec)	EA	1	40,000	40,000
PAY ITEM	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
649-31-206	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (36' Single Arm) (w/ Lum.) (per Sem. Co. Spec)	EA	1	36,000	36,000
649-31-207	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (46' Single Arm) (w/ Lum.) (per Sem. Co. Spec)	EA	1	36,000	36,000
649-31-208	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (60' Single Arm) (w/ Lum.) (per Sem. Co. Spec)	EA	1	45,000	45,000
649-31-209	Mast Arm (F&I) (Wind Sp.-130 w/Bkpl.) (70.5' Single Arm) (w/ Lum.) (per Sem. Co. Spec)	EA	1	50,000	50,000
649-33-000	Mast Arm (Install)	EA	1	15,000	15,000
649-34-000	Mast Arm (Relocate)	EA	1	15,000	15,000
649-36-300	Mast Arm (Remove Shallow Foundation) (Bolt on Attachment)	EA	1	3,000	3,000
649-36-500	Mast Arm (Remove Deep/Complete Foundation) (Bolt on Attachment)	EA	1	5,000	5,000
649-40-1	Steel Mast Arm Assembly - Recalling (Complete Single Arm Assembly)	EA	4	8,000	32,000
649-40-2	Steel Mast Arm Assembly - Recalling (Complete Double Arm Assembly)	EA	2	10,000	20,000
650-1-14	Traffic Signal (F&I) (Aluminum) (3 Section) (1 Way)	AS	8	1,100	8,800

650-1-15	Traffic Signal (F&I) (Aluminum) (3 Section) (2 Way)	AS	4	2,000	8,000
650-1-16	Traffic Signal (F&I) (Aluminum) (4 Section) (1 Way)	AS	2	1,800	3,600
650-1-19	Traffic Signal (F&I) (Aluminum) (5 Section-Cluster) (1 Way)	AS	2	2,000	4,000
650-1-20	Traffic Signal (Remove - Poles to Remain)	AS	2	200	400
650-1-20	Traffic Signal (Relocate)	AS	2	500	1,000
650-1-80	Traffic Signal (Adjust)	AS	2	350	700
650-2-102	Vehicular Signal Auxiliaries (Repair/Replace/Retrofit - F&I) (Backplate - Black w/ Retroreflective Border)	EA	6	300	1,800
653-1-11	Pedestrian Signal (F&I) (LED Countdown) (1 Way)	AS	2	900	1,800
653-1-12	Pedestrian Signal (F&I) (LED Countdown) (2 Ways)	AS	2	1,500	3,000
653-1-40	Pedestrian Signal (Relocate)	AS	2	600	1,200
653-1-60	Pedestrian Signal (Remove Ped. Signal) (Pole/Pedestal to Remain)	AS	2	200	400
654-2-1	Rect. Rapid Flashing Beacon (F&I) (AC Powered) (Complete Assembly) (Single Direction)	AS	2	8,000	16,000
660-1-110	Loop Detector Inductive (Furnish & Install) (Type 10, 2 Ch, SS, RM, TD)	EA	1	500	500
660-2-101	Loop Assembly, (Furnish & Install) (Type A)	AS	8	1,100	8,800
660-2-102	Loop Assembly, (Furnish & Install) (Type B)	AS	4	900	3,600
660-2-106	Loop Assembly, (Furnish & Install) (Type F)	AS	6	1,100	6,600
660-3-10	Vehicle Detection System-Microwave (F&I) (Complete System)	EA	1	-	-
660-3-00	Vehicle Detection System-Microwave (Remove) (Complete System)	EA	1	700	700
660-4-4	Loop Material, (AWG #14 Lead-in Cable)	LF	450	-	-
665-1-11	Pedestrian Detector (F & I) (Standard)	EA	2	400	800
665-1-40	Pedestrian Detector (Relocate)	EA	2	150	300
PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
665-1-60	Pedestrian Detector (Remove) (Pole/Pedestal to Remain)	EA	1	75	75
670-5-110	Traffic Controller Assembly (F&I) (NEMA)	AS	1	36,000	36,000
670-5-112	Traffic Controller Assembly (F&I) (NEMA) (2 Preemption)	AS	1	29,000	29,000
670-5-400	Traffic Controller Assembly (Modify)	AS	2	2,000	4,000
670-5-600	Traffic Controller Assembly (Remove Controller and Cabinet)	AS	1	600	600
682-1-400	ITS CCTV Camera (Relocate)	EA	1	3,000	3,000
700-1-11	Single Post Sign (Furnish & Install) (Ground Mount) (Up to 12 SF)	AS	4	400	1,600
700-1-12	Single Post Sign (Furnish & Install) (Ground Mount) (12-20 SF)	AS	2	1,000	2,000
700-1-13	Single Post Sign (Furnish & Install) (Ground Mount) (21-30 SF)	AS	1	1,500	1,500
700-1-50	Single Post Sign (Relocate)	AS	6	250	1,500
700-1-60	Single Post Sign (Remove)	AS	3	30	90
700-2-50	Multi-Post Sign (Ground Mount) (Relocate)	AS	1	3,000	3,000
700-3-101	Sign Panel (Furnish & Install) (Ground Mount) (Up to 12 SF)	EA	4	300	1,200
700-3-102	Sign Panel (Furnish & Install) (Ground Mount) (12-30 SF)	EA	4	450	1,800

700-3-104	Sign Panel (Furnish & Install) (Ground Mount) (21-30 SF)	EA	1	900	900
700-3-505	Sign Panel (Relocate) (51-100 SF)	EA	2	1,500	3,000
700-3-506	Sign Panel (Relocate) (101 - 200 SF)	EA	2	1,500	3,000
700-5-21	Internally Illuminated Sign (FSI Overhead Mount) (Up to 12 SF)	EA	2	3,000	6,000
701-16-111	Audible & Vibratory Pavmt. Markings (Standard - Other Surfaces) (White) (6")	LF	5,000		
701-16-121	Audible & Vibratory Pavmt. Markings (Standard - Other Surfaces) (White) (Skip) (6")	LF	2,000		
701-16-211	Audible & Vibratory Pavmt. Markings (Standard - Other Surfaces) (Yellow) (6")	LF	5,000		
701-16-221	Audible & Vibratory Pavmt. Markings (Standard - Other Surfaces) (Yellow) (Skip) (6")	LF	2,000		
705-10-1	Object Marker (Type 1)	EA	6	200	1,200
705-10-2	Object Marker (Type 2)	EA	6	150	900
705-10-4	Object Marker (Type 4)	EA	6	200	1,200
705-11-1	Delineator (Flexible Tubular)	EA	20	75	1,500
705-11-2	Delineator (Non-Flexible)	EA	20	75	1,500
705-11-3	Delineator (Flexible High Visibility Median)	EA	4	125	500
705-11-4	Delineator (Flexible High Performance 48")	EA	4	120	480
708-3	Retro-Reflective Pavement Markers	EA	100	5	500
710-11-121	Painted Pavt. Markings (Std.) (White) (Solid) (6")	LF	2,000	1	2,000
710-11-122	Painted Pavt. Markings (Std.) (White) (Solid) (8")	LF	100	1	100
PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.		
710-11-123	Painted Pavt. Markings (Std.) (White) (Solid) (12")	LF	400	2	800
710-11-124	Painted Pavt. Markings (Std.) (White) (Solid) (18")	LF	100	3	300
710-11-125	Painted Pavt. Markings (Std.) (White) (Solid) (24")	LF	200	4	800
710-11-131	Painted Pavt. Markings (Std.) (White) (10-30 Skip or 3-9 Skip) (6")	LF	2,000	1	2,000
710-11-141	Painted Pavt. Markings (Std.) (White) (2-4 Dotted Guideline/6-10 Dotted Ext.) (6")	LF	100	1	100
710-11-160	Painted Pavt. Markings (Std.) (White) (Message or Symbol)	EA	4	50	200
710-11-170	Painted Pavt. Markings (Std.) (White) (Arrows)	EA	8	50	400
710-11-190	Painted Pavt. Markings (Std.) (White) (Island Nose)	SF	50	2	100
710-11-221	Painted Pavt. Markings (Std.) (Yellow) (Solid) (6")	LF	2,000	1	2,000
710-11-222	Painted Pavt. Markings (Std.) (Yellow) (Solid) (8")	LF	100	2	200
710-11-224	Painted Pavt. Markings (Std.) (Yellow) (Solid) (18")	LF	200	3	600
710-11-231	Painted Pavt. Markings (Std.) (Yellow) (10-30 Skip or 3-9 Skip) (6")	LF	2,000	1	2,000
710-11-241	Painted Pavt. Markings (Std.) (Yellow) (2-4 Dotted Guideline/6-10 Dotted Ext.) (6")	LF	100	1	100
710-11-260	Painted Pavt. Markings (Std.) (Yellow) (Message or Symbol)	EA	4	75	300
710-11-290	Painted Pavt. Markings (Std.) (Yellow) (Island Nose)	SF	50	2	100
710-17	Painted Pavt. Markings (Remove)	SF	250	5	1,250
711-11-121	Thermoplastic (Std.) (White) (Solid) (6")	LF	2,000	1	2,000

711-11-123	Thermoplastic (Std) (White) (Solid) (6")	LF	100	2	200
711-11-124	Thermoplastic (Std) (White) (Solid) (12")	LF	400	3	1,200
711-11-124	Thermoplastic (Std) (White) (Solid) (18")	LF	100	3	300
711-11-125	Thermoplastic (Std) (White) (Solid) (24")	LF	100	4	400
711-11-131	Thermoplastic (Std) (White) (10-30 Skip or 3-9 Skip) (6")	LF	2,000	1	2,000
711-11-141	Thermoplastic (Std) (White) (2-4 Dotted Guideline/6-10 Dotted Ext) (6")	LF	100	1	100
711-11-160	Thermoplastic (Std) (White) (Message or Symbol)	EA	4	75	300
711-11-170	Thermoplastic (Std) (White) (Arrows)	EA	6	75	600
711-11-221	Thermoplastic (Std) (Yellow) (Solid) (6")	LF	2,000	1	2,000
711-11-222	Thermoplastic (Std) (Yellow) (Solid) (8")	LF	100	2	200
711-11-224	Thermoplastic (Std) (Yellow) (Solid) (18")	LF	200	3	600
711-11-231	Thermoplastic (Std) (Yellow) (10-30 Skip or 3-9 Skip) (6")	LF	2,000	1	2,000
711-11-241	Thermoplastic (Std) (Yellow) (2-4 Dotted Guideline/6-10 Dotted Ext) (6")	LF	100	1	100
711-14-160	Thermoplastic (Preformed) (White) (Message or Symbol)	EA	4	75	300
711-17	Thermoplastic (Remove Existing Markings)	SF	250	6	1,500
PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QTY.		
715-5-11	Luminaire & Bracket Arm (F&I) (Aluminum) (LED Shoe Box or LED Cobra Head)	EA	2	1,500	3,000
906-550-111	Fencing (Vinyl) (3-Rail) (5')	LF	300	20	6,000
906-550-122	Fencing (Vinyl) (Privacy) (6')	LF	300	40	12,000
906-550-211	Fencing (Wood) (Split 2-Rail) (5')	LF	300	40	12,000
906-550-222	Fencing (Wood) (Privacy) (6')	LF	300	40	12,000
906-700-1	Sign Post (Powder Coated Aluminum) (4" x 4") (6 - 9' Length) (Trail Signage)	EA	6	1,000	6,000
906-700-2	Mile Marker Post (Powder Coated Aluminum) (6" x 6") (3 - 6' Length) (Trail Signage)	EA	6	1,000	6,000
909-104	Maintenance of By-Pass Flow (Percentage of Project Bid Price Subtotal, Excluding Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items See 'Notes 1 & 2 Below.)	LS	0	No Bid Item	
1644-800	Fire Hydrant (Ratcatcher)	EA	1	2,000	2,000
1644-900	Fire Hydrant (Remove)	EA	1	2,000	2,000
TOTAL BID PRICE					9262970

*Note 1 Maximum Allowable Percentages for Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items to be Determined by Project Manager on a Per Project Basis, Prior to Bid Solicitation for Individual Work Order.

*Note 2 Project Bid Price for Mobilization, Maintenance of Traffic, Prevention Control and Abatement of Erosion & Water Pollution, Clearing & Grubbing, Regular Excavation, and Maintenance of By-Pass Flow Pay Items to be Calculated by Multiplying Subtotal of All Other Pay Items in Bid Solicitation by a Percentage Determined by Contractor, not to Exceed the Maximum Allowable Established for Each Pay Item in Bid Solicitation for Individual Work Order.

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA
CATHCART CONSTRUCTION COMPANY – FLORIDA LLC**

THIS AMENDMENT 1 is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY” and Cathcart Construction Company – Florida LLC, 2564 Connection Point, Oviedo, Florida 32765, hereinafter referred to as the “CONTRACTOR”.

WHEREAS, on August 6, 2019, the CITY adopted Resolution 2019-83, which authorized the Agreement between the CITY and the CONTRACTOR related to continuing services of a contractor to complete Public Works related construction projects under Two Million Dollars (“Agreement”); and

WHEREAS, the initial Term of the Agreement expired on August 6, 2021, and although the Agreement contemplated three (3) additional one (1) year options to extend the Term and the parties never exercised the extensions through a written instrument, the parties desire to amend the Agreement to extend the Term accordingly.

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

1. Section 2, Term, is hereby amended to extend the Term hereof retroactively from August 6, 2021, through and including August 6, 2024, with no additional renewal periods.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this _____ day of _____ 2023.

CITY OF MOUNT DORA

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

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney

CONTRACTOR

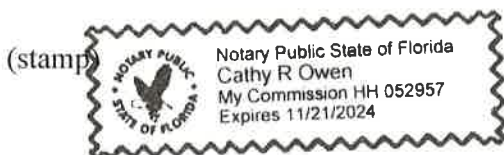
By: _____

Print: John Cathcart

Title: CEO, SEC, MM

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of JOHN CATHCART, as CEO/MM, of Cathcart Construction Company – Florida LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 12TH day of JUNE, 2023.



Cathy R. Owen
NOTARY PUBLIC, State of Florida



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Amendment 4 to the Agreement between the City of Mount Dora and Allied Universal Corporation

Introduction:

This is a request for City Council to approve Amendment 4 to the piggyback agreement with Allied Universal Corp via Martin County Florida.

Discussion:

The City of Mount Dora's Water Treatment Plants (WTPs) and Wastewater Treatment Facilities (WWTFs) must utilize certain chemical(s) for the proper treatment of potable water and wastewater flows. The use of these chemicals is indispensable to ensure the safety of use for the end products of the treatment processes (potable water and reclaimed water). The City water treatment facilities currently use Liquid Sodium Hypochlorite to disinfect drinking water and reclaimed irrigation for public use. Each treatment operation is required to undergo a disinfectant process to maintain compliance with its Florida Department of Environmental Protection (FDEP) operational permit.

The Martin County Agreement with Allied Universal Corporation is to provide both sodium hydroxide and sodium hypochlorite for water and wastewater treatment needs. The City of Mount Dora piggybacks the Martin County contract for procurement and delivery of Liquid Sodium Hypochlorite chemical only for its WTP and WWTP facilities. The City of Mount Dora does not currently utilize Sodium Hydroxide (Caustic Soda) at any plant facilities. The Agreement between Allied Chemical and Martin County was renewed, per attached Amendment 4, on July 3, 2023.

The proposed City of Mount Dora Amendment 4 to the piggyback agreement extends the piggyback Agreement for one year and sets the unit cost for Liquid Sodium Hypochlorite at \$1.38 per gallon and the unit cost of Sodium Hydroxide (Caustic Soda- not currently used) at \$1.99 per gallon. These prices will remain in effect for this one-year term extension. In the event of a de-escalation of the price prior to the expiration, the City of Mount Dora shall be offered

reduced pricing.

Budget Impact:

These chemicals are required to meet sanitary disinfection and are budgeted annually based on anticipated price and historical volume used.

Strategic Impact:

Maintain a safe and reliable water and sewer treatment service for the health and well-being of the Mount Dora Community.

Recommendation:

City Council approve Amendment 4 to the piggyback agreement via Martin County, Florida with Allied Universal Corporation for Sodium Hypochlorite.

Attachment(s):

1. Martin County RFB2019-3133_Amendment4_Allied_Renewal FullyExecuted
2. Amendment 4 4549_001

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Marilyn Douglas, Purchasing Manager
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Patrick Comiskey, City Manager

Approved - 6/14/2023
Approved - 6/14/2023
Approved - 6/14/2023
Final Approval - 6/14/2023

ATTACHMENT #1

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES RFB2019-3133

THIS AMENDMENT #4 made and entered into this 3rd day of July in the year 2023, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **ALLIED UNIVERSAL CORPORATION** (Hereinafter "Contractor"), 3901 NW 115 Avenue, Miami, FL 33178.

WITNESSETH

WHEREAS, the **County** and **Contractor** entered into an Agreement for CHEMICALS FOR WATER AND WASTEWATER TREATMENT on July 3, 2019; and

WHEREAS, the **County** and **Contractor** desire to amend the Agreement to increase the cost of Liquid Sodium Hypochlorite (12%) from \$1.049/gal to \$1.38/gal and Caustic Soda (Sodium Hydroxide 25%) from \$1.61/gal to \$1.99/gal. These increases are due to the rising cost of Bleach and Caustic over the past year.

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

1. A price increase of \$0.331 per gallon for Liquid Sodium Hypochlorite will be applied bringing the total unit cost to \$1.38 per gallon and a price increase of \$0.38 per gallon for Caustic Soda will be applied bring the total unit cost to \$1.99 per gallon. These price increases will remain in effect for this 1-year term and will be reevaluated annually. In the event that there is a de-escalation of the price prior to the 2024 contract end date, then Martin County shall be offered the reduced pricing pursuant to Page 9, Item #15 of the Request for Bid (RFB) 2019-3133.
2. All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

REVIEWED BY



Sam Amerson
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA



Don G. Donaldson, P.E.
County Administrator

ALLIED UNIVERSAL CORPORATION



James Palmer
President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Sarah W. Woods
County Attorney

**AMENDMENT 4 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND ALLIED UNIVERSAL CORPORATION**

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as CITY and ALLIED UNIVERSAL CORPORATION, 3901 NW 115 Avenue, Miami, Florida 33178, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, on August 6, 2019, the CITY executed a Piggyback Agreement with the CONTRACTOR to provide Chemicals for Water and Wastewater Treatment based on that Agreement competitively solicited by Martin County, Florida, through RFB2019-3133, on August 18, 2020, approved Amendment 1, on August 4, 2021, approved Amendment 2, and on July 19, 2022, approved Amendment 3, hereinafter collectively referred to as “Agreement”; and

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

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the CITY and the CONTRACTOR is amended as follows:

1. Section 1, Term, is hereby amended to extend the term of the Agreement from July 1, 2023, through July 1, 2024.
2. Section 2, Products and Pricing, is hereby deleted in its entirety and replaced with the following:

The CONTRACTOR will provide products to the CITY as set forth in the Cooperative Contract attached hereto. The CONTRACTOR will provide pricing for Liquid Sodium Hypochlorite at a unit cost of \$1.38 per gallon and Caustic Soda (Sodium Hydroxide) at a unit cost of \$1.99 per gallon. This price will remain in effect for this 1-year term extension. In the event that there is a de-escalation of the price prior to the expiration, the City of Mount Dora shall be offered the reduced pricing pursuant to Page 9, Item #15 of the Martin County Request for Bid (RFB) 2019-3133.

2. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

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

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney

CONTRACTOR

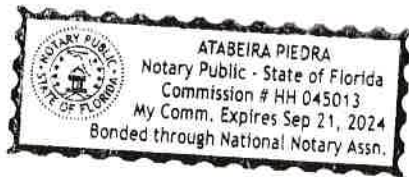
By: [Signature]
Print: Jim Palmer
Title: President & CEO

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Jim Palmer, as President/CEO, of Allied Universal Corp., 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 14 day of June, 2023.

(stamp)

[Signature]
NOTARY PUBLIC, State of Florida





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

DATE: June 20, 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 Lane Electronics and Alarm Systems, Inc (Lane) for fire protection services for all City facilities

Introduction:

This is a request for Council to approve the agreement between the City of Mount Dora and Lane Electronics and Alarm Systems, Inc (Lane) for fire protection services for all City facilities

Discussion:

The transfer of Mount Dora Police Dispatchers to the Lake County Sheriff's Office led the City to seek an alternative method for fire monitoring of City facilities. Three quotes were solicited and Lane Electronics and Alarm Systems, Inc. was chosen to be the City's vendor for this service. The proposed agreement has a three year initial term with one year terms thereafter. All city facilities listed in Schedule B will be monitored with this service.

Budget Impact:

First year of service and installation for fire and security monitoring: \$12,370.00.

Annual fee for subsequent years: \$9,594.00 per year.

This service has been budgeted for. If a budget amendment is required, it will be brought back for Council approval.

Strategic Impact:

Public Safety.

Recommendation:

Council approve the agreement.

Attachment(s):

1. Lane Agreement.Fire Monitoring.06142023145818

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 6/14/2023



Agreement

Account No. _____
Password _____
Verbal Duress _____

1891 W. Fairbanks Avenue Winter Park, FL 32789 Agreements@LaneElectronics.com

This agreement made as of this 20 day of June, 2023 by and between Lane Electronics & Alarm Systems, Inc., (herein "Lane Electronics & Alarm Systems, Inc.") and City of Mount Dora (herein "Subscriber")

1.Lane Electronics & Alarm Systems, Inc. agrees to install or cause to be installed, during the term of this Agreement the protection, (hereinafter sometimes referred to as the "System") described in the Schedule of Protection set forth (or in a separately attached Schedule of Protection). at the premises of Subscriber at: Please see Exhibit A

Street	City	St	Zip Code	XST	Subd
--------	------	----	----------	-----	------

SCHEDULE OF PROTECTION: Police Department:_____

- ☐ Master Control Panel: Type _____

- ☐ Transformer
- ☐ Battery
- ☐ Siren
- ☐ Keypad Control
- ☐ Door Contacts # _____
- ☐ Window Contacts # _____
- ☐ Security Screens # _____
- ☐ Glass Break Detectors # _____
- ☐ Motion Detectors # _____
- ☐ Panic/Holdup Button
- ☐ Two-Way Voice
- ☒ Monitoring Service
- ☐ App Service
- ☐ Extended Warranty
- ☐ Cellular / Wireless Backup / Network
- ☐ Fire Alarm Testing & Inspection
- ☐ Repair & Maintenance Services
- Phone Line Panel is on _____
- ☐ Some or All Equipment Pre-existing, and not covered by any warranty

NOTES: Includes Exhibit A and Schedule B

EMERGENCY CALL LIST:	NAME	TELEPHONE NUMBER

2.It is understood and agreed by and between the parties hereto that Lane Electronics & Alarm Systems, Inc. is not an insurer, nor is the agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any will be obtained by the Subscriber. Charges are based solely upon the value of the services provided and are unrelated to the value of the Subscriber's property or the property premises. The amounts payable by the Subscriber are not sufficient to warrant Lane Electronics & Alarm Systems, Inc. assuming any risk of consequential or other damages to the subscriber due to Lane Electronics & Alarm Systems, Inc. negligence or failure to perform except as specifically provided for in this Agreement. Subscriber does not desire this Agreement to provide for the liability to Lane Electronics & Alarm Systems, Inc. and Subscriber agrees that Lane Electronics & Alarm Systems, Inc. shall not be liable for loss of damage due directly or indirectly to any occurrence or consequences therefrom, which the service is designed to detect or avert. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any which may proximately result from a failure on the part of Lane Electronics & Alarm Systems, Inc. to perform any of it's obligation hereunder, or the failure of the System to properly operate. If Lane Electronics & Alarm Systems, Inc. should be found liable for loss or damage due to failure on the part of Lane Electronics & Alarm Systems, Inc., or it's system, in any respect, such liability shall be limited to an amount equal to ten percent of one year's recurring service charge or the amount of \$250.00, whichever is greater, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage. Irrespective of cause or origin, results directly or indirectly to persons or property from the performance or non-performance of the obligation set forth by the terms of this agreement or from negligence, active or otherwise, of Lane Electronics & Alarm Systems, Inc. it's agents or employees. In the event that Subscriber desires Lane Electronics & Alarm Systems, Inc. to assume greater liability for the performance of it's services under this agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount proportioned to the amount of liability Lane Electronics & Alarm Systems, Inc. will assume. If this option is chosen, an additional rider shall be attached setting forth the additional liability of Lane Electronics & Alarm Systems, Inc., and the additional charges.

3.Subscriber agrees to pay to Lane Electronics & Alarm Systems, Inc. the installation charges indicated by paying an amount equal to 50% of the total installation charges at the time of signing this agreement and by paying the amount of the BALANCE DUE upon completion of the installation. Further, the Subscriber agrees to pay to Lane Electronics & Alarm Systems, Inc. the amount of the RECURRING SERVICE CHARGE indicated below, in advanced during the term of this Agreement and any automatic renewal thereof. IN ADDITION, IN THE EVENT OF TERMINATION BY THE SUBSCRIBER PRIOR TO THE END OF THE TERM OF THE AGREEMENT. THE AGREED UPON DAMAGE PAYMENT SET FORTH SECTION 15 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

4.Subscriber acknowledges that security representative has advised the subscriber of additional equipment available for the protection of the subscriber and the subscribers premise and the charge associated with these items. (Customer Initials _____)

<u>Installation Charges:</u>		<u>Monthly Charges:</u>		*See Schedule B	
Installation Price	\$ _____	Central Station Monitoring Service		\$ _____	
Cellular/Radio Backup	\$ _____	Cellular/Radio/Network		\$ _____	
Other	\$ _____	App Service		\$ _____	
Use or Sales Tax (if applicable)	\$ _____	Time Test, Open/Close, Inspection		\$ _____	
	Total \$ _____	Extended Warranty, Repair & Maintenance		\$ _____	
Deposit Received:	\$ _____	Sales Tax		\$ _____	
(50% of Total Installment Charges)		Total Monthly Service Charge		\$ _____	
Balance Due	\$ _____	<u>Billing Cycle:</u>	☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual		
Lane Electronics & Alarm Systems, Inc.		Social Security #	_____		
State License EF0000563					
Approved _____		_____			

Approved _____	Authorized Representative	Subscriber Signature _____	Date _____
Date _____		Please Print Name _____	Phone Number _____

The terms and conditions contained on the second page of this agreement are incorporated herein and by reference made a part hereof.

5. Lane Electronics & Alarm Systems, Inc. does not represent or warrant that the System may not be compromised or circumvented. Subscriber acknowledges that Lane Electronics & Alarm Systems, Inc. is not an insurer, that Subscriber assumes all risk for loss or damage to Subscriber's premises or to its contents, whether belonging to Subscriber or others; that Lane Electronics & Alarm Systems, Inc. has made no representations or warranties, express or implied, except as which sets forth Lane Electronics & Alarm Systems, Inc. obligations and maximum liability in the event of any loss or damage to Subscriber.
6. The terms of this Agreement shall be three (3) years from the date service is first operative under this Agreement and shall automatically renew at the end of each term, for an additional three-year term. At the end of this term, the Agreement is terminable by either party upon the **giving** of a thirty (30) days prior written notice to that effect to the other party, provided however, that the Subscriber shall pay all charges due for services rendered prior to the termination date. Due to the investment of time, discounting of equipment, Lane Electronics & Alarm Systems, Inc., will not release the Subscriber from this contract, for any reason whatsoever, including Sale of home, unless the balance of the contract is paid in full, or the new homebuyer resigns with Lane Electronics & Alarm Systems, Inc. for the minimum term of remaining contract.
7. Testing: It shall be the responsibility of the Subscriber to test the operation of the alarm system to assume its operation. Further, it shall be the responsibility of the Subscriber to authorize and request repairs when needed.
8. It is understood by Subscriber that the security system is dependent on operational communication, including, but not limited to, phone line, cellular network, or internet communications. Lane Electronics & Alarm Systems, Inc. is not responsible, ***Nor will be held liable, for any loss **due to loss of communication or service from any communication path or their third-party providers. Nor will Lane Electronics & Alarm Systems, Inc., be liable for communication from the Subscriber's premise to the central station if communication is cut, disabled, placed on vacation service, out of order or for any other type of interruption of service. It is also understood that backup communications may be available, and it's the customer's sole responsibility to request and pay for a backup communication source.
9. The Subscriber agrees to furnish Lane Electronics & Alarm Systems, Inc. in writing and on a continuing basis, a list of names and phone numbers of persons (responders) to be notified upon receipt of a signal and to take full responsibility for the accuracy of such information. Subscriber hereby authorizes and directs Lane Electronics & Alarm Systems, Inc. as its agent to detain and cause the arrest of every person found in and about the premises without authorization and to hold every such person until released by a representative of Subscriber set forth in the list pursuant to this Agreement or delivered into police custody; in all such cases the Subscriber agrees to indemnify and hold Lane Electronics & Alarm Systems, Inc., its employees and agents harmless against all liability, cost, damage or expense (including reasonable attorney's fees) in consequence of such arrest and /or detention.
10. Subscriber acknowledges that whatever permission is necessary has been obtained from local law enforcement agencies for the monitoring of the security system. Subscriber shall accept responsibility for any registration, fees, fines or levies imposed by local governmental bodies with regard to the alarm system, false alarms or dispatch of fire or police resulting from a signal received at the central station.
11. In the event any person not a party to this Agreement shall file any claim against Lane Electronics & Alarm Systems, Inc. for any reason whatsoever related to the service furnished hereunder including without limitation the installation, repair, monitoring, operation, mis-operation or non-operation of the system. Subscriber agrees to indemnify, defend and hold Lane Electronics & Alarm Systems, Inc. its employees and agents from any and all claims, including payment of all damages, expenses and cost (including reasonable attorney's fees).
12. In the event any taxes, fees and charges related to the system, the installation or the service, are increased, or if additional taxes, fees, charges or utility charges are imposed, then Lane Electronics & Alarm Systems, Inc. shall have the right, at any time, to pass on to the Subscriber the amount of any such charges. Notwithstanding any other terms and conditions set forth herein, after the expiration of one (1) year of the completion of installation, Lane Electronics & Alarm Systems, Inc. may increase the recurring service charge upon giving the Subscriber notice in writing within thirty (30) days after receipt of the company's notice, subscriber may exercise its right to cancel, provided the Subscriber shall not then be in default of any of the terms and conditions of this Agreement. Failure to notify Lane Electronics & Alarm Systems, Inc. within thirty (30) days will constitute the Subscriber consent to the increase and all of the other terms and conditions of this Agreement shall remain in full force and effect.
13. This Agreement may be assigned by Lane Electronics & Alarm Systems, Inc. without the consent of the Subscriber and Lane Electronics & Alarm Systems, Inc. shall have the further right to subcontract any services which it is obligated to perform hereunder.
14. This Agreement is not binding unless approved in writing by authorized representative of Lane Electronics & Alarm Systems, Inc. If such approval is not obtained, the only liability of Lane Electronics & Alarm Systems, Inc. shall be to return Subscriber the amount, if any, paid to Lane Electronics & Alarm Systems, Inc. upon signing of this Agreement by its Sales Representative.
15. Customer agrees that monitoring shall commence three (3) business days following installation and only after receipt of 1st monitoring billing cycle and final installation balance.
16. Central station signal receiving and notification service shall be provided if the first page of this Agreement includes a **charge** for Central Station Signal Receiving. And in the event an alarm signal registers at Central Station, Central Station shall endeavor to notify the appropriate Police or Fire department and the designated representative of Subscriber. In the event a supervisory signal registers a Central Station, Central Station shall endeavor to notify the designated representative of the Subscriber.
17. In the event Subscriber defaults in the performance of any of the terms or conditions of this Agreement, including the failure to make any payment as agreed herein, the balance of the moneys due for the unexpired term of this Agreement shall immediately become due and payable. In addition, Subscriber agrees to pay to Lane Electronics & Alarm Systems, Inc. all sums to which Lane Electronics & Alarm Systems, Inc. may be entitled under the law by virtue of said default, including reasonable attorney's fees and or collection fees.
18. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
19. At Lane Electronics & Alarm Systems, Inc.'s option, the Subscriber may be charged for any false alarm caused by the Subscriber or for any unnecessary service run. The Subscriber also agrees to pay additional service calls during the fire marshal inspections and agrees to pay for any additional required devices by the fire marshal.
20. Warranty: If direct sale is indicated on the reverse side, there is a one-year warranty parts & labor. Conditions not included by warranty are: Damage resulting from accidents, act of God, alteration, misuse, tampering, abuse or failure of the Subscriber to properly follow operating instructions. Subscriber shall notify Lane Electronics & Alarm Systems, Inc. for warranty service. Upon inspection by Lane Electronics & Alarm Systems, Inc. representative, should it be found necessary to make repairs to the system due to one of the "conditions" not covered by warranty, an assessment and repair charge will be made for such repair by Lane Electronics & Alarm Systems, Inc. then applicable rates for labor and material. Service will be furnished by Lane Electronics & Alarm Systems, Inc. during normal working hours 8:30 AM. to 5:00 P.M. , Monday through Friday, except holidays. Repair after said schedule must be approved by Lane Electronics & Alarm Systems, Inc. and will be charged at Lane Electronics & Alarm Systems, Inc. after hours applicable rates.

EXHIBIT “A”

Alarm Monitoring Contractor: Lane Electronics & Alarm Systems, Inc. (“Lane”)

Subscriber: City of Mount Dora (“City”)

Properties listing:

1. Mount Dora WTP – 1600 Niles Rd, Mount Dora 32757
2. Mount Dora Old Fire Station 35 – 4300 Hwy 19A, Mount Dora 32757
3. Mount Dora Community Center – 520 N. Baker St, Mount Dora 32757
4. Mount Dora City Hall – 510 N. Baker St, Mount Dora 32757
5. Mount Dora MLK Center – 803 Florida Ave, Mount Dora 32757
6. Mount Dora Annex Building – 900 Donnelly St, Mount Dora 32757
7. Mount Dora FD/PD – 1300 Donnelly St, Mount Dora 32757
8. Mount Dora Library – 1995 Donnelly St, Mount Dora 32757
9. Mount Dora Frank Brown Park – 1245 E. Pine Ave, Mount Dora 32757
10. Mount Dora New Fire Station 35 – 3200 North Hwy 19A, Mount Dora 32757
11. Mount Dora Simpson Farmhouse
12. Mount Dora Evidence Trailer

SCHEDULE B

Lane Electronics & Alarm Systems

Number of Buildings	9	6
	<u>Fire</u>	<u>Security</u>
Initial Inspection, Installation, Programming	\$	6,640.50 Proposal 242067
Cell communicator (8) as fire station already has one installed	\$ 395.00	\$ 295.00 One time fee
Monthly Charge	\$ 67.50	\$ 32.00
Cell communicators and 1st monthly fee	\$	5,729.50 Proposal 243127
		Annual fee \$ 9,594.00
Total Initial Cost	\$ 12,370.00	



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

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

Introduction:

This is a request for Council to approve a scope of work revision to a previous task authorization for Neel-Schaffer to produce construction plans for the Donnelly Street Resurfacing Project.

Discussion:

The revised scope of services includes a change in project limits and removal of landscape and streetscape design elements. The City contract with continuing services consultants does not allow for landscape related design. The new project limits are Donnelly Street between W. 5th Avenue and Limit Avenue. The section of Donnelly Street between Limit Avenue and US 441 will be addressed by means of our regular resurfacing program and other planned projects along the road section.

Budget Impact:

The FY 2022-23 budget is not impacted.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve the attached task authorization for design by Neel-Schaffer of the Donnelly Street Resurfacing Project from 5th Avenue to Limit Avenue.

Attachment(s):

1. TA_230608_gm_sc

Prepared by: Jeanann Hand, City Clerk

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

Approved - 6/12/2023
Approved - 6/12/2023
Approved - 6/14/2023
Approved - 6/14/2023
Final Approval - 6/14/2023

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

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

Project Amount: \$285,333.50

Budget Account Number:
310-5555-580.63-01-R2310

City Project Manager: George Marek

Contractor: Neel-Schaffer

Contractor Project Manager: Steven Cockerham

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

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

Recommended By:

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

Signature: George Marek

Digitally signed by George Marek
Date: 2023.06.08 08:04:00 -04'00'

Date: 6/08/2023

Reviewed By:

Print: _____

Date: _____

Signature: _____

CONTRACTOR ACCEPTANCE

Print Name:

Steven Cockerham, P.E., Vice President

Signature:

Digitally signed by steven r
cockerham

Date:

Date: 2023.06.13 08:35:55-04'00'

CITY APPROVAL

Print Name:

Signature:

Date:

Exhibit A

Scope of Work

The City of Mount Dora (the “City”) has requested Neel-Schaffer, Inc. (the “Engineer”) provide Engineering design services, prepare construction plans and apply for required permits for the construction of roadway, sidewalk and landscaping improvements for a 1.0 mile portion of North Donnelly Street, see Figure 1. Elements of work shall include roadway and sidewalk improvement design including addition of turn lanes and traffic circle or other entrance feature, drainage design, construction plans preparation, permitting, utility coordination, cost estimates, erosion control plans, landscaping improvements, public meetings, and all necessary incidental items for a complete project. Optional Post-Design services including bidding phase services are not included in the attached scope and fee.

SECTION I. PURPOSE

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

SECTION II. PROJECT OBJECTIVE

A. General Objective:

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

B. Specific Project Objective:

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

1. Section 1: Donnelly Street from West 5th Avenue to West 7th Avenue (700 l.f.). Resurface and rehabilitate roadway, including existing curbs, drainage inlets, and sidewalk improvements.
2. Section 2: Donnelly Street from West 7th Avenue to West 13th Avenue/Lincoln Avenue (2,000 l.f.). Resurface and rehabilitate roadway, including existing curbs, drainage inlets, sidewalks, and landscaping.
3. Section 3: Donnelly Street from West 13th Avenue/Lincoln Avenue to Old Eustis Road/Limit Avenue (2,700 l.f.). Resurface and rehabilitate roadway, including existing curbs, drainage inlets, and sidewalk improvements; Add turn lanes at Jackson Avenue.

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

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

C. Professional Services Required:

1. Design Survey (To be performed by the CONSULTANT)
All required topographic survey data collection, including trees, utilities, and significant environmental features, will be completed by the CONSULTANT. Apparent Right of Way will be included based on records research. The CONSULTANT will provide a signed and sealed hard copy of the survey along with electronic data, including property lines, right of way lines, contours, and/or DTM. The CONSULTANT will be responsible for identifying all right of way / easement needs and temporary construction easements (TCEs) needed for construction of sidewalks, turn lanes, and ditches. *(See exhibit C for subconsultant scope and fees)*
2. Engineering Analysis and Design (To be performed by the CONSULTANT)
Design analysis and construction documents will be completed by the CONSULTANT and will include plans, special provisions, estimates, and all other elements expressed or implied necessary to accomplish construction of the project.
3. Utility Coordination (To be performed by the CONSULTANT)
During design, the CONSULTANT shall provide the CITY with plans and other necessary information to assist utility owners with determining impacts to their facilities. Coordination efforts shall include participation in meetings with utility owners, phone calls, mailings, and faxes. The CITY shall conduct a design review and utility coordination meeting following the Phase II (60%) submittal. The meeting will be at City Hall and a record of the minutes of this meeting will be made for dissemination to all affected utility companies. It will be the CONSULTANT's responsibility to avoid conflicts with CITY-owned and privately owned utility facilities to the extent economically and technically feasible. The CONSULTANT shall prepare and maintain a utility conflict matrix to aid the utility owners in identifying horizontal and vertical conflicts created by the proposed improvements. The utility agencies are responsible for the design and relocation of their respective utility. The CONSULTANT is responsible for incorporating proposed utility adjustments into the construction document.
4. Cost Estimating (To be performed by the CONSULTANT)
The CONSULTANT will provide detailed construction cost estimates at the Phase III (90%) submittal. The CONSULTANT will be required to obtain the most recent and applicable unit cost data available from the CITY in order to provide realistic estimates.
5. Geotechnical Investigations (To be performed by the CONSULTANT.)

6. Public Involvement (To be performed by the CITY)

SECTION III. CONSTRUCTION PLANS PACKAGE

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

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

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

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

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

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

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

D. Permits:

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

5. **Tree Permits:** (To be performed by the CITY)

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

SECTION V. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

A. Meetings and Presentations:

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

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

B. Schedule and Deliverables

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

Final Construction Plans and Design Documentation

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

SECTION VI. SERVICES TO BE PERFORMED BY THE CITY

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

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

6. If required, the City shall prepare and obtain tree permits.

SECTION VII. PROVISIONS FOR WORK (CONTROL DOCUMENTS)

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

SECTION VIII. OPTIONAL SERVICES

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

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

Exhibit B

Sub-Contractors

1. Southeastern Survey and Mapping Corp.
2. Ardaman & Associates, Inc.

Exhibit C Schedule

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

Exhibit D Compensation

We propose to provide these services for a total lump sum fee of \$285,333.50 based on the above tasks as described in Exhibit A. The total fee is comprised of the following components:

- Neel-Schaffer: \$216,919.50
- Southeastern Survey and Mapping (Topographic survey): \$56,602.00
- Ardaman and Associates (Pavement coring): \$11,812.00

The summary of fees and man-hour estimates follows.

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

Exhibit D Cont.

**SUMMARY OF FEES
TABLE 1**

Staff Classification	Total Staff Hours From Table 2	Sr Project Manager	Sr Engineer	Engineer VI	Engineer IV	Sr Designer	\$H By Activity	Salary Cost By Activity	Average Rate Per Task
1. North Donnelly Street	1,533	215	383	383	153	399	1,533	\$216,919.50	\$141.50
Total Staff Hours	1,533	215	383	383	153	399	1,533		
Total Staff Cost		\$38,631.60	\$61,320.00	\$57,487.50	\$17,629.50	\$41,850.90		\$216,919.50	\$141.50

SALARY RELATED COSTS:

\$216,919.50

NEEL-SCHAFFER SUBTOTAL ESTIMATED FEE:

\$216,919.50

Subconsultant: Surveying Services (Southeastern Survey and Mapping)

\$56,602.00

Subconsultant: Geotechnical Services (Ardaman and Associates)

\$11,812.00

SUBTOTAL ESTIMATED FEE:

\$285,333.50

Optional Services (Post Design)

\$0.00

GRAND TOTAL ESTIMATED FEE:

\$285,333.50

**NEEL-SCHAFFER ESTIMATE OF MAN-HOUR WORK EFFORT
TABLE 2**

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
1.0	Key Sheet		Sheet	1	4		4	
2.0	Summary of Pay Items Including Quantities		Sheet	1	16		16	Includes back up calcs
3.0	Summary of Drainage Structures		Sheet	1	4		4	
4.0	Typical Sections Package and Plans Shts		Sheet	4	4		16	1 typical xsect x 4 hrs/ea x 4 (Section 1-4)
5.0	General Notes/Pay Item Notes		Sheet	1	4		4	City to provide their std notes and details
6.0	Project Layout		Sheet	4	4		16	1" = 100' Scale
7.0	Survey Reference Points		Sheet	1	4		4	By Southeastern Survey
8.0	Roadway Analysis and Design		LS	1	240		240	Includes proposed turnlanes, roundabout, and access management improvements at shopping center connections near US 441 includes traffic counts
9.0	Sidewalk Profile/ADA Analysis		LS	1	100		100	Review/design sidewalk, crosswalk, and driveway improvements for ADA; Design new sidewalk on south side of road to US 441
10.0	Roadway Plan Sheets		Sheet	22	8		176	1" = 20' Scale
11.0	Roadway Cross Sections		EA	128	1.5		192	1 per 50 lf
12.0	Drainage Structure Sheets (Per Structure)		EA	30	2		60	Assume 30 (new or modified)
13.0	Traffic Control Plan Sheets		Sheet	22	4		88	
14.0	Utility Adjustment Shts and Coordination		Sheet	22	4		88	
15.0	Erosion Control and SWPPP Sheets		Sheet	22	2		44	
16.0	Miscellaneous Detail Sheets		Sheet	4	8		32	Assume 4 sheets w/ various misc. details
17.0	TCE/TCA for Slopes and D/W Connections		EA	20	2		40	Provide sketches to City for prop owners. (Assume 20)
18.0	Signing and Pavement Markings Plan Sheets		LS	22	4		88	Includes analysis and design
19.0	Traffic Signal Analysis and Design		LS	1	80		80	Assume replacement of signal loops and pedestrian crossing signal analysis and required improvements and traffic counts
20.0	Geotechnical Services		LS	0	0		0	By Ardaman and Associates
21.0	FDOT Permit Services		LS	1	0		0	Assume roadway, utility, and/or drainage connection permits required by FDOT at US 441; City to pay permit fees.
22.0	City Permit Services		LS	0	40		40	No state/federal permits anticipated.
23.0	Cost Estimate		LS	1	32		32	1 Estimate at final plans per section x 3 sections
24.0	Field Reviews, Meetings, and Coordination		LS	1	96		96	Assume 12 month design schedule x 8 hrs/mo
Roadway Plans Technical Subtotal							1460	
25.0	Quality Control and Supervision		LS	%	5%		73	
5. Roadway Plans Total							1533	



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization for Guardian Equipment, Inc. to Replace Chlorine Storage Tanks at Water Treatment Plant No. 1

Introduction:

This is a request to approve a task authorization for Guardian Equipment, Inc. to replace chlorine storage tanks at Water Treatment Plant No. 1 (WTP#1).

Discussion:

The two existing storage tanks are at the end of their service life and one tank has failed. One of the chlorine storage tanks at WTP#1 has begun to leak internally. The leak is contained within the secondary containment chamber, but that chamber also has a crack. Both tanks show evidence of material degradation and are in need of replacement.

Budget Impact:

The \$68,488.00 was not part of the FY2022-23 budget, however at this time we do not foresee a need for a budget amendment.

Strategic Impact:

Objective 2.4: Sustain City Infrastructure

Recommendation:

City Council approve the task authorization.

Attachment(s):

1. TaskAuthorization_WTP1ChlorineTanks

Prepared by: Jeanann Hand, City Clerk

Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney

Approved - 6/12/2023

Approved - 6/12/2023

Approved - 6/14/2023

Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 6/14/2023
Final Approval - 6/14/2023

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Guardian Equipment, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2020-159, dated October 20, 2020, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$68,488.00

Budget Account Number: 421-5555-580.64-01

City Project Manager: James Klein

Contractor: Guardian Equipment, Inc.

Contractor Project Manager:

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

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

Recommended By:

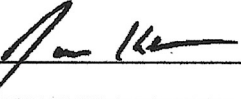
Print: George Marek, P.E. Director of Public Works

Signature: 

Date: 6/9/2023

Reviewed By:

Print: James Klein, Chief Water Operator

Signature: 

Date: 6/9/2023

CONTRACTOR ACCEPTANCE

CITY MANAGER APPROVAL

Print Name:

Mark A Cliburn Jr

Signature:



Date:

6-9-23

Print Name:

Signature:

Date:

Exhibit A

Scope of Work

Furnish and install:

TWO (2) – 2,000 Gallon Full Capacity Polypropylene Double Wall Storage Tank for Sodium Hypochlorite

Primary Tank: 7' I.D. X 7' X 8" tall (primary tank), 6" Freeboard, 1.7 specific gravity High density polyethylene tank construction with UV-inhibitor Tank natural in color, Fittings are black in color *Color Disclaimer: The extruder can release one or more pellets of other colorant trapped in the screw at any time resulting in occasional strips of different color within the cylinder and sheet. Polyethylene fittings are 150# rated with polypropylene encapsulated steel backing rings Tank will share a common flat bottom floor Tank will share a common flat top lid

Secondary Tank: 7' 9" I.D. X 7' 9.5" tall (Secondary Tank) 1.5 specific gravity High density polyethylene tank construction with UV-inhibitor Tank will be natural in color; Fittings are black in color, Polyethylene fittings are 150# rated with polypropylene encapsulated steel backing rings Tank designed for ambient temperature; maximum 100°F Tank designed for atmospheric pressure

- 1 – 4" welded ANSI flange (vent-primary tank)**
- 1 – 2" welded ANSI flange (fill-primary tank)**
- 1 – 3" welded ANSI flange (suction-primary tank)**
- 1 – 6" emergency vent**
- 1 – 22" threaded top manway**
- 1 – 2" welded ANSI flange (drain-secondary tank)**
- 1 – 3" welded ANSI flange (vent-secondary tank)**
- 1 – Set of 3 lifting lugs**
- 1 – Set of ladder brackets**
- 1 – Hayward Bag Filter**

PE Nameplate Tank

Hydro tested for 24 hours

Customer to approve line drawings

5-year warranty on material and workmanship

1- lot of installation and removal of existing tank

Exhibit B Sub-Contractors

1. None.

Exhibit C Schedule

Schedule is subject to supplier lead time to be determined at the time the equipment is purchased.

Exhibit D Compensation

PRICE: \$ 68,488.00 which includes freight cost.



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request for Authorization for the Mayor to Sign the Federally-funded State of Florida Division of Emergency Management Sub-Recipient Grant Agreement for Donnelly Street Stabilization, Erosion Control

Introduction:

This is a request for Council to approve an agreement with the Florida Division of Emergency Management (FDEM) for their grant of \$151,012.80.

Discussion:

The grant supports the first phase project management costs for our erosion prevention project related to the Donnelly Street boardwalk. A decision from FDEM for funding the second phase construction project is pending their final review of our construction plans and environmental permit.

Budget Impact:

No budget impact.

Strategic Impact:

2.4 Sustain City Infrastructure

Recommendation:

City Council authorize the Mayor to sign the attached Federally-Funded Subaward and Grant Agreement No. H0923, Project Number: 4486-070-R.

Attachment(s):

1. 4486-070-R-City of Mount Dora -For Sub-Recipient Signature 02-15-2023 (004)

Prepared by: GEORGE MAREK, Interim Public Works Director
Reviewed by: GEORGE MAREK, Interim Public Works Director

Approved - 5/25/2023

Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 6/6/2023
Approved - 6/13/2023
Approved - 6/13/2023
Final Approval - 6/14/2023

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Mount Dora
PROJECT #:	4486-070-R
PROJECT TITLE:	City of Mount Dora, Donnelly Street Stabilization, Erosion Control
CONTRACT #:	H0923
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Patrick C. Comiskey City Manager 900 North Donnelly Street Mount Dora, Florida 32757

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

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

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

Agreement Number: H0923
Project Number: 4486-070-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	<u>City of Mount Dora</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>KRYJPNM9B9M7 / 59-6000380</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4486-FL</u>
Federal Award Date:	<u>October 25, 2022</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through October 31, 2023</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$151,012.80</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$151,012.80</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$151,012.80</u>
Federal award project description (see FFATA):	<u>Erosion Control</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Maria.Kimball@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

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

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

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

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

Patrick C. Comiskey
City Manager
900 North Donnelly Street
Mount Dora, Florida 32757
Telephone: (352) 735-7151
Email: comiskeyp@cityofmountdora.com

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on October 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

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

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

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$151,012.80**.

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

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

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

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

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

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

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

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

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

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

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

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

(10) RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11) AUDITS

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

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

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

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

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

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

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

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

a) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

b) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF MOUNT DORA

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 150,012.80**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Other projects that reduce future disaster losses (Erosion Control)
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve erosion control of Donnelly Street in Mount Dora, Lake County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-070-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Mount Dora, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes erosion control improvements to mitigate Donnelly Street, located in Mount Dora, Florida 32757. Coordinates (28.818708, -81.644513).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall protect from erosion this section of the road by strengthening the embankment against a subsidence or slippage failure due to excessive loss of support. The project shall include the improvement of the eroded sections of the embankment, including the installation of a hybrid geogrid reinforced soil slope Mechanically Stabilized Earth (MSE) structure and an in-situ anchoring system to allow the development of the necessary horizontal reinforcement capacity to the embankment, required for the design without having to over-excavate. Two feet of shoulder to the west of the sidewalk shall be built to ensure longevity of the installation. The proposal shall include the installation of additional inlets along the west side of the roadway consisting of closed flume structures under the sidewalk. These flumes shall extend downhill towards the west, emptying to the base of the embankment with energy dissipation and/or riprap treatments to lower velocities and reduce the possibility of scour. Additionally, the project shall include the necessary road pavement restoration and sidewalk replacement, concrete barrier installation, and handrails. Currently, Donnelly Street presents significant longitudinal cracking on different sections of the road pavement due to the substantial erosion to the embankment and consequential settlement along the west edge; the storm water runoff overtops the roadway curb, bypasses the inlets, and travels directly over the slope face of the embankment increasing the risk of erosion to the roadway. The project shall substantially reduce future downtime to the road, risks to the safety of the drivers and pedestrians in the area and costly repetitive repair costs.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division

and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, erosion control/flooding study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the erosion control for stability. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and any study and/or completed information to identify the risk of total failure if the project is not implemented and the effects, in terms of damage reduction, at the level of protection the project is designed to protect. Losses before and after mitigation may include structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented.
- b) Construction Plans / bid documents.
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

- e) Color maps including topographical, aerial, and ground disturbance.
 - f) Color photographs of the project area and areas of ground disturbance.
 - g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
 - i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the erosion control to mitigate Donnelly Street, Mount Dora, Florida 32757.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The City shall submit any study and/or completed information to identify the risk of total failure if the project is not implemented and the effects, in terms of damage reduction, at the level of protection the project is designed to protect. Losses before and after mitigation may include structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - b) Previous and current use of proposed project area.
 - c) Any known site work or historic uses for the proposed location.
 - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Special Conditions required on implementation of project:
 - a) **NHPA CONDITION:** Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

This is FEMA project number **4486-070-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on October 25, 2022; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **October 31, 2023**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	2	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	4	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	12	Months

BUDGET**Line Item Budget***

Phase I	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$167,792.00	\$151,012.80	\$16,779.20
Initial Agreement Amount:	\$167,792.00	\$151,012.80	\$16,779.20
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$167,792.00	\$151,012.80	\$16,779.20

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.**

Project Management costs are included for this project in the amount of \$0.00

Funding Summary Totals

Federal Share:	\$151,012.80	(90.00%)
Non-Federal Share:	\$16,779.20	(10.00%)
Total Project Cost:	\$167,792.00	(100.00%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Mount Dora

REMIT ADDRESS: 900 N. Donnelly Street

CITY: Mount Dora STATE: FL ZIP CODE: 32757

PROJECT TYPE: Erosion Control PROJECT #: 4486-070-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0923

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90%	Obligated Local Non-Federal 10%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Mount Dora PAYMENT #: _____
PROJECT TYPE: Erosion Control PROJECT #: 4486-070-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0923

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					<i>TOTAL</i>

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF MOUNT DORA

If you are requesting an advance, indicate same by checking the box below.

[] ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20____-20____ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Mount Dora **PROJECT #:** 4486-070-R
PROJECT TYPE: Erosion Control **CONTRACT #:** H0923
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Mount Dora

Sub-Recipient's Name
H0923

DEM Contract Number
4486-070-R

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4486-070-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 150,012.80

OBLIGATION/ACTION DATE: October 25, 2022

SUBAWARD DATE (if applicable): _____

UEID/SAM#: KRYJPNM9B9M7

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes erosion control improvements to mitigate Donnelly Street, located in Mount Dora, Florida 32757. Coordinates (28.818708, - 81.644513).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall protect from erosion this section of the road by strengthening the embankment against a subsidence or slippage failure due to excessive loss of support. The project shall include the improvement of the eroded sections of the embankment, including the installation of a hybrid geogrid reinforced soil slope Mechanically Stabilized Earth (MSE) structure and an in-situ anchoring system to allow the development of the necessary horizontal reinforcement capacity to the embankment, required for the design without having to over-excavate. Two feet of shoulder to the west of the sidewalk shall be built to ensure longevity of the installation. The proposal shall include the installation of additional inlets along the west side of the roadway consisting of closed flume structures under the sidewalk. These flumes shall extend downhill towards the west, emptying to the base of the embankment with energy dissipation and/or riprap treatments to lower velocities and reduce the possibility of scour. Additionally, the project shall include the necessary road pavement restoration and sidewalk replacement, concrete barrier installation, and handrails. Currently, Donnelly Street presents significant longitudinal cracking on different sections of the road pavement due to the substantial erosion to the embankment and consequential settlement along the west edge; the storm water runoff overtops the roadway curb, bypasses the inlets, and travels directly over the slope face of the embankment increasing the risk of erosion to the roadway. The project shall substantially reduce future downtime to the road, risks to the safety of the drivers and pedestrians in the area and costly repetitive repair costs.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Authorization for the Mayor to Sign the Award Agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG) Outfitting C.O.P. Vehicles

Introduction:

This is a request for City Council to discuss the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Discussion:

Edward Byrne Memorial Justice Assistance Grant Summary:

The Mount Dora Police Department has applied for and received a grant that requires no matching funds from the City. The grant has been awarded and we are ready to purchase the submitted items. The award amount is \$4,639 and will be used to equip the Citizens on Patrol vehicles. The last step is that the City of Mount Dora Mayor sign the Award Agreement. Staff would like to request that the council approve the Mayor's signing of this document and any future Byrne Grant documents as has been done in the past. Should the grant requirements change and matching funds are required, the grant will be brought to council for approval.

Budget Impact:

The grant has been budgeted as part of Fiscal Year 2022-2023. The grant will not require matching funds from the City.

Strategic Impact:

Fiscal Sustainability

Recommendation:

City Council authorize the Mayor to sign all Edward Byrne Memorial Justice Assistant Grant documents.

Attachment(s):

1. 8C061 - Federal Award - Agreement

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Michael Gibson, Interim Chief of Police
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Patrick Comiskey, City Manager

Approved - 5/31/2023

Approved - 6/9/2023

Approved - 6/13/2023

Final Approval - 6/14/2023

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Mount Dora

Recipient SAM UEI: KRYJPNM9B9M7

Award Number: 8C061

Award Period: 10/01/2022 – 09/30/2023

Award Title: D-8C061: OUTFITTING C.O.P. VEHICLES

Federal Funds: \$4,639.00

Matching Funds: \$0.00

CFDA: 16.738

Federal Award Number: 15PBJA-21-GG-00241-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Mount Dora (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 8C061
Award Title: D-8C061: OUTFITTING C.O.P. VEHICLES
Award Period: 10/01/2022 – 09/30/2023

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient City of Mount Dora

Signature: _____

Typed Name and Title: Crissy Stile, Mayor

Date: _____

***** If using a designee, sign in the “Chief Official Designee” section below. *****

Chief Official Designee (optional) City of Mount Dora

Signature: _____

Printed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	8C061
Recipient:	City of Mount Dora
Award Title:	D-8C061: OUTFITTING C.O.P. VEHICLES
Award Period:	10/01/2022 - 09/30/2023

Problem Identification

The Mount Dora Police Department is in the process of starting a Citizens on Patrol (C.O.P.) program. This program seeks to use decommissioned patrol cars for civilian volunteer use. Since this is a new program, there was no money budgeted for the cost of outfitting these vehicles. Having C.O.P.s will give the Mount Dora Police Department an extra set of eyes and ears on the street. They will be able to handle traffic control issues, and minor complaints when officers are busy.

It is important for us to have a C.O.P. program to get the community involved in crime prevention. C.O.P. vehicles are an important part of the process. We are utilizing decommissioned patrol vehicles that will require significant work to get them ready for the new program. Without the funding, we will not be able to outfit their vehicles. Without vehicles, we will not be able to have a successful C.O.P. program.

The Mount Dora's C.O.P. program aligns with both federal and state priorities for law enforcement equipment because community involvement in basic enforcement matters will assist our agency in improving the quality of life by incorporating trained citizens to help educate and reduce crime.

Scope of Work

The City of Mount Dora Police Department will use grant funds to outfit C.O.P. vehicles with new lights/lightbars and running board lights to get the vehicles ready for the street. The expected outcome will be roadworthy vehicles that can be used by our Mount Dora Police Department citizen volunteers for basic patrol purposes. This project will greatly benefit the citizens, visitors, and officers of Mount Dora, as this program aims to help reduce and prevent crime by allowing the police department to have a greater visual presence in our community.

Deliverables will be completed in accordance with the contractual agreements between the City of Mount Dora and our vendor/provider. The minimum performance required for the drawdown of funds includes the completion of at least one activity described above, as attested to on the financial expenditure report. We will maintain procurement records, purchase orders if needed, packing slips, delivery/receivable documents, invoices, and proof of payment.

Appendix B - Deliverables

Award Number: 8C061
Recipient: City of Mount Dora
Award Title: D-8C061: OUTFITTING C.O.P. VEHICLES
Award Period: 10/01/2022 - 09/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure lights/lightbars and running board lights for C.O.P.s program
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$4,639.00

Appendix C - Approved Budget

Award Number:	8C061		
Recipient:	City of Mount Dora		
Award Title:	D-8C061: OUTFITTING C.O.P. VEHICLES		
Award Period:	10/01/2022-09/30/2023		
Award Amount:	\$4,639.00	\$0.00	\$4,639.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Lights/Lightbars,	3 Exterior lightbars @ \$800.00 each	\$4,639.00	\$0.00	\$4,639.00
Running board	3 Interior lightbars @ \$220.00 each			
lights	6 running board lights @ \$300.00 each			
	Total \$ 4860.00			
	The City of Mount Dora will cover all costs over the grant allocation.			
D. Equipment Subtotal:				\$4,639.00

Appendix D: Award Contacts

Award Number: 8C061
Recipient: City of Mount Dora
Award Title: D-8C061: OUTFITTING C.O.P. VEHICLES
Award Period: 10/01/2022 - 09/30/2023

Recipient Grant Manager (GM)

Name: Andreano, Jack
Title: Corporal
Address: 1300 N Donnelly Street
Mount Dora, FL 32757
Phone: 3522500959
Email: andreanoj@cityofmounddora.com

Recipient Chief Official (CO)

Name: Crissy Stile
Title: Mayor
Address: 510 N Baker St
Mount Dora, FL 32757
Phone: 3527357100
Email: stilec@cityofmounddora.com

Recipient Chief Financial Officer (CFO)

Name: Rita Meade
Title: Interim Finance Director
Address: Mount Dora, FL 32757
Phone: 3527357118
Email: meader@cityofmounddora.com

Appendix E: Special Conditions

Award Number: 8C061
Recipient: City of Mount Dora
Award Title: D-8C061: OUTFITTING C.O.P. VEHICLES
Award Period: 10/01/2022 - 09/30/2023

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 The recipient's accounting system does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, specifically: tracking match funds (200.306(b)(1)). Financial management under a federal award must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0002 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0003 A risk assessment completed at the time of application review determined this project is low-risk &; As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0004 WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2023. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>)

(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf)

FY2021 NICS Act Record Improvement Program (NARIP) guidance

(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf)

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

- 8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.
- Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.
- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/gsl-sl-2020.pdf>.
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 CFR Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A recipient that is eligible to use the “de minimis” indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program’s authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient’s written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization’s written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and

state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term “contractor” is used rather than the term “vendor” and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

“This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component.”

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

16.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

18.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

19.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

20.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

21.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness

as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

22.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

23.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict

of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Should any provision of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval to Apply for The General Program Support Grant and Request Authorization for the Mayor to Sign the Application Once Complete

Introduction:

This is a request for authorization to apply for The General Program Support Grant.

Discussion:

The General Program Support Grant is a 100% matching grant providing funding to organizations that further the State's cultural objectives through conducting, creating, producing, presenting, staging or sponsoring cultural exhibits, performances, educational programs, or events. Organizations may apply for up to \$150,000.00 in state funds to support their arts and cultural programming.

Funding from this grant will supplement the City's vibrant Special Event and Cultural programming, including assisting with performance fees, event promotion, sound equipment and lighting rental, among other necessities for existing and new events yet to be established. The City will benefit from this funding by using this resource to maintain, strengthen, and continue to solidify our identity as a destination and hometown providing cultural and special events of an extraordinarily high quality.

Budget Impact:

The General Program Support Grant requires a 1 to 1 match with up to \$150,000 in available funding.

Strategic Impact:

- Objective 1.4 Promoting tourism by enhancing Mount Dora as a destination
- Objective 3.1 Identify and seek funding sources

Recommendation:

City Council approve the request to apply for The General Program Support Grant.

Attachment(s):

1. Attachment #1 General Program Support Grant Spec Sheet

Prepared by: Jeanann Hand, City Clerk

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

Approved - 6/9/2023

Approved - 6/9/2023

Approved - 6/12/2023

Approved - 6/13/2023

Final Approval - 6/14/2023



2023 General Program Support Grant

General Program Support (GPS) funding is designed to support the general program activities of an organization that is realizing its stated mission and furthering the state's cultural objectives by:

- Conducting, creating, producing, presenting, staging, or sponsoring cultural exhibits, performances, educational programs, or events or
- Providing professional services as a State Service Organization or Local Arts Agency.

Application Deadline: June 2023

Matching Requirements: 100%

The Division offers three types of General Program Support:

- Discipline-Based program support for cultural and artistic programming
- Local Arts Agency program support for designated Local Arts Agencies
- State Service Organization program support for cultural organizations that meet the definition of State Service Organization.

To request more than \$25,000

- Have at least one completed grant from the Division of Cultural Affairs. A grant is completed (closed) after the cycle is concluded and the final report has been approved.

To request more than \$50,000

- Have at least three years of completed programming; and
- Have at least one paid, full-time staff member in a management position.



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of a Change Order Price Increase to the AC Schultes' Well No. 4 Rehabilitation Assignment

Introduction:

This is a request for Council to approve a task authorization and change order increase in price for the AC Schultes' Well No. 4 rehabilitation assignment.

Discussion:

During inspection of Well No. 4, AC Schultes discovered a problem with the Well No. 4 shafts and couplers that were found damaged beyond repair. The well will remain out of service until the shafts and couplings can be replaced.

Budget Impact:

The additional expense to replace Well No. 4 shafts and couplings will be \$7,841.00. This item is being presented to Council because the purchase exceeds the 10% price escalation mentioned in the City's Purchasing Policy.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve the \$7,841.00 change order price increase for rehabilitation of Well No. 4. and the related task authorization.

Attachment(s):

1. Attachment #1 Quote New Shafting WTP1 Well#4
2. Attachment #2 AC Schultes Purchase Order-Well No. 4
3. PO# 23-00585 CO#1 Revised-Change Order 01-20-2021
4. Task Authorization

Prepared by: GEORGE MAREK, Interim Public Works Director

Reviewed by: Jeanann Hand, City Clerk
 Patrick Comiskey, City Manager

Approved - 6/14/2023
Final Approval - 6/14/2023



A. C. Schultes of Florida, Inc.
11865 US Highway 41 South
Gibsonton, FL 33534

24 Hour Service
(813) 741-3010
Fax (813) 741-3170

June 12, 2023

City of Mount Dora
Attn: Mr. Dan Ortiz
900 N. Donnelly Street
Mount Dora, FL 32757

RE: WTP-1 Well #4 Line shafting & couplings

Dear Mr. Ortiz;

In accordance with your request, A.C. Schultes of Florida, Inc. (ACS) is pleased to present the following proposal based on all the information you have provided:

Scope of Work:

Furnish all new 416 SS line shafts & couplings

(15) 1.50" x 10'

(1) 1.50" x 5'

(16) 1.50" Couplings

Total Estimated Cost	\$	7,841.00
----------------------	----	----------

Bid Clarifications:

All other services, except noted above, are excluded

This quote is valid for 60 days

Sincerely,

Gregory Schultes

Gregory Schultes

James Klein 6/14/2023

ATTACHMENT #2



**CITY OF
MOUNT
DORA**

510 N Baker St
Mount Dora, Florida 32757
Phone: (352) 735-7176 Fax: (352) 735-1406
Email: purchasing@cityofmountdora.com

PURCHASE ORDER

NO.: 23-00585

DATE: 03/17/23

VENDOR NO.: 006479

Issued To:

A.C. SCHULTES, INC.
11865 HWY 41 SOUTH
GIBSONTOWN FL 33534

Ship To:

WTP #1
LEY VEDDER
1501 ROBIE AVENUE
Mount Dora, FL 32757

PO Description: WTP 1 - PULL, VIDEO LOG AND REHAB WELL #4- PER TASK AUTHORIZATION SCOPE OF WORK

Quantity	Unit	Description	Unit Cost	Amount
1	EA	WTP 1, WELL #4 REHAB	\$59,527.00000	\$59,527.00000

421-1920-536.46-01

TOTAL: \$59,527.00000

Notes:

The Purchase Order Number MUST appear on all Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or cancel this Purchase Order or any part thereof without recourse from the vendor shown. This Purchase Order is void 180 days after the listed delivery date above unless extended by written permission of the City.

Patricia Conner
Authorized Signature



**CITY OF
MOUNT
DORA**

Marilyn Douglas – Purchasing Manager
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7179
douglasm@cityofmountdora.com

Purchasing Division

CHANGE ORDER – PURCHASE ORDERS

Today's Date: 6/20/2023

Original PO Number: 23-00585

Original PO Amount: \$ 59,527.00

Change Order Number: 1

PO issued to: A.C. Schultes, Inc.
(Vendor Name)

The following change(s) are requested to the purchase order amount per the attached documentation:

☒ - line # 1 by 1 (qty) @ \$7,841.00 /unit GL #: 421-1920-536.46-01
+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____
+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____

Reason for Purchase Order Change: Addition of shafts and couplers that were found to be damaged beyond repair.

New Purchase Order Total with Change Order: \$ 67,368.00

Cancel Entire PO: YES or ☒ (circle one)

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing the change does not exceed 10% (not to exceed \$50,000 in total in cumulative) of the latest approved contract value for the contract. Amendments to contracts greater than these amounts must be approved by City Council.

All change orders issued which modify a contract, the original and revised total cost of which exceeds 10% (not to exceed \$50,000 in total in cumulative), shall require Council approval, unless otherwise specified in the Purchasing Policy.

SIGNATURE APPROVALS

Division Manager

Department Head

Finance Director

City Manager (Not to Exceed 10% of latest approved value
up to a cumulative total of \$50,000)

City Council (Over a total value of \$50,000)

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between A.C. Schultes of Florida, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2020-43, dated March 17, 2020, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$67,368.00

Budget Account Number: 421-1920-536.46-01

City Project Manager: James Klein

Contractor: A.C. Schultes of Florida, Inc.

Contractor Project Manager: Gary Schultes

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

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

Recommended By:

Print: George Marek

Date: 6/15/2023

Signature: 

Reviewed By:

Print: James Klein

Date: 6/15/2023

Signature: 

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name: Gregory Schultes

Print Name:

Signature:

Signature:

Date:

Date:

Exhibit A

Scope of Work



A. C. Schultes of Florida, Inc.
11865 US Highway 41 South
Gibsonton, FL 33634

24 Hour Service
(813) 741-3010
Fax (813) 741-3170

June 14, 2023

City of Mount Dora
Attn: Mr. Dan Ortiz
800 N. Donnelly Street
Mount Dora, FL 32757

RE: WTP-1 Well #4 REVISED

Dear Mr. Ortiz:

In accordance with your request, A.C. Schultes of Florida, Inc. (ACS) is pleased to present the following proposal based on all the information you have provided:

Scope of Work:

- Mobilize to site with crane truck and crew
- Remove existing motor and leave with City
- Remove VTP assembly
- Conduct static video log of the well from surface to total depth
- Remobilize after repairs/replacement and re-install pump assembly

Total Estimated Cost	\$ 8,800.00
-----------------------------	--------------------

- Furnish Peerless 14MD-2 stage bowl assembly / 12" straight thread outlet & 10" threaded suction
- Do not mobilize to pull the pump until the Peerless Bowl is received
- Then pull the pump and refurbish some components, then install
- New top shaft and motor shaft (estimated at 1-1/2" diameter)
- Clean spider brackets and install new inserts
- Clean and straighten existing shafting (assuming existing shafts are 1-1/2")
- New 10" 304 stainless steel cone strainer
- Refurbish existing stuffing box
- Blast and paint existing discharge head for re-use
- Provide all new column pipe (15) 12" x 10' & (2) 12" x 5'

Total Estimated Cost	\$ 50,727.00
-----------------------------	---------------------

Adder: Furnish all new 416 SS line shafts & couplings	\$ 7,841.00
(15) 1.5" x 10' & (1) 1.5" x 5' line shafting (10) 1.5" couplings	

Total Cost	\$ 67,368.00
-------------------	---------------------

Bid Clarifications:

- City of Mount Dora shall provide access to the site for ACS equipment and crew
- The Peerless 14MD-2 stage bowl is a 12 - 14 week lead time
- Peerless datasheet is attached with conditions of service
- City of Mount Dora will be responsible for the 150 HP VHS motor
- If anything additional is required after ACS receives/inspects the pump, Mt. Dora will be notified immediately
- Water quality sampling is not included
- Pump pricing is only valid with pump removal & installation
- Epoxy coating can be added for an additional cost if requested
- All other services, except noted above, are excluded
- This quote is valid for 30 days

Sincerely,

Gregory Schultes
Gregory Schultes

Exhibit B

Sub-Contractors

1. None.

Exhibit C Schedule

Upon issue notice to proceed, the estimated completion time is 180 business days.

Exhibit D Compensation

Scope of Work:

Mobilize to site with crane truck and crew

Remove existing motor and leave with City

Remove VTP assembly

Conduct static video log of the well from surface to total depth

Remobilize after repairs/replacement and re-install pump assembly

Total Estimated Cost	\$ 8,800.00
-----------------------------	--------------------

Furnish Peerless 14MD-2 stage bowl assembly / 12" straight thread outlet & 10" threaded suction

Do not mobilize to pull the pump until the Peerless Bowl is received

Then pull the pump and refurbish some components, then install

New top shaft and motor shaft (estimated at 1-1/2" diameter)

Clean spider brackets and install new inserts

Clean and straighten existing shafting (assuming existing shafts are 1-1/2")

New 10" 304 stainless steel cone strainer

Refurbish existing stuffing box

Blast and paint existing discharge head for re-use

Provide all new column pipe (15) 12" x 10' & (2) 12" x 5'

Total Estimated Cost	\$ 50,727.00
-----------------------------	---------------------

Adder: Furnish all new 416 SS line shafts & couplings

(15) 1.5" x 10' & (1) 1.5" x 6" line shafting
(10) 1.5" couplings

\$	7,841.00
-----------	-----------------

Total Cost	\$ 67,368.00
-------------------	---------------------



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request authorization to purchase playground equipment and installation for Summerview Park in the amount of \$150,000.00, in accordance with that Piggyback Agreement approved on February 7, 2023, between the City of Mount Dora and Rep Services, Inc.

Introduction:

This is a request for City Council to approve the proposal for the Playground Equipment at Summerview Park with Rep Services, Inc.

Discussion:

Request approval of proposal from Rep Services for new playground equipment at Summerview Park. This project addresses the replacement of the current equipment identified as a safety concern by the City's Certified Playground Inspector. The design separates the two age groups by offering one area for 2-5 year olds and another area for 5-12 year olds. The Summerview project has a City Council approved budget of \$600,000. With the pickleball item at \$366,900 and the playground equipment at \$150,000; the project still comes in under budget.

The Summerview Community has expressed interest in more playground equipment and a future basketball court. These new additions are in line with the Parks and Recreation Master Plan and adds to the amenities expected in a community park.

Budget Impact:

Funding in the amount of \$226,000 is available for this project in GL# 310-5555-580.63-01-PK2221.

Strategic Impact:

Objective 2.3 - Develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan.

Recommendation:

City Council to authorize the purchase of playground equipment and installation for Summerview Park in the amount of \$150,000.00.

Attachment(s):

1. Summerview Park Playground Proposal

Prepared by:	Jennifer Schwarz, Operations Manager	
Reviewed by:	Troy Shonk, Parks & Recreation Director	Approved - 5/19/2023
	Rita Meade, Interim Finance Director	Approved - 5/22/2023
	Aneta Barton, Budget Director	Approved - 5/22/2023
	Jeanann Hand, City Clerk	Approved - 5/23/2023
	Sherry Sutphen, City Attorney	Approved - 6/13/2023
	Jeanann Hand, City Clerk	Approved - 6/13/2023
	Patrick Comiskey, City Manager	Final Approval - 6/14/2023



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repsservices.com

CGC1508223

Page 1 of 3

Please mail POs, contracts and checks to:

Rep Services, Inc.

165 W. Jessup Ave.

Longwood, FL 32750-4146

Proposed To: City of Mount Dora 510 N. Baker St Mount Dora, FL 32757	Ship To: TBD at a later date	Bill To: City of Mount Dora 510 N. Baker St Mount Dora, FL 32757
Attn: Troy Shonk	Attn:	Attn: Troy Shonk

Project No: 19734	Project Name: Summerview Park	Project Contact: Troy Shonk
Proposal No: 19734.04	Proposal Name: Summerview Park Opt 1-3	Project Location: 1600 Niles Road Mount Dora, FL 32757 Project County: Lake
Proposal Date: 3/31/2023	Proposal Expires: 4/30/2023	
For Questions Contact: Shela Brown	☎ 407-853-3558	✉ shela@repsservices.com
Consultant: Mary Langley	☎ 407-853-3563	✉ mary@repsservices.com
	Opt/Rev: B/1	3/31/23 - SA

Vendor: Landscape Structures	Proj Drawings: 17934-1-3 2023.1	587958
-------------------------------------	--	--------

Class	Part No	Qty	Description	Unit Price	Ext Price
Play Area Ages 2-5					
Ages 2-5 Yrs	SP197057C-001	1 EA	Motion W/play Table DB	20,805.00	20,805.00
Signs	IP182503A-001	1 EA	Welcome Sign (Isi Provided) - Ages 2-5 Years Direct Bury	0.00	0.00
Swings	IP176038A-001	2 EA	Full Bucket Seat - Proguard Chains For 8' Beam Height	425.00	850.00
	IP221293A-001	1 EA	5" Arch Swing Frame - Additional Bay 8' Beam Height Only	2,125.00	2,125.00
	IP237293A-001	1 EA	Friendship Swing W/5" Arch Frame - Proguard Chains	5,820.00	5,820.00
Play Area Ages 2-5 Total:					\$29,600.00

Play Area Ages 5-12					
Custom	CP016776A-001	1 EA	Dtr Pb Tree Tops W/steel Post DB Only	50,185.00	50,185.00
Signs	IP182503C-001	1 EA	Welcome Sign (Isi Provided) - Ages 5-12 Years Direct Bury	0.00	0.00
Swings	IP120891A-001	1 EA	Tire Swing 5"arch DB Only	4,745.00	4,745.00
	IP174018E-001	2 EA	Belt Seat - Proguard Chains For 7' Beam Height (arch Tire Swing Additional To/fro Bay)	150.00	300.00
	IP177351E-001	2 EA	Molded Bucket Seat (5-12 Yrs) W/harness - Proguard Chains For 7' Beam Height (arch Tire Swing Additional To/fro Bay)	1,030.00	2,060.00
	IP221294A-001	2 EA	Tire Swing 5"arch Add To/fro Bay DB Only	1,985.00	3,970.00

Play Area Ages 5-12 Total: \$61,260.00

Product Subtotal: \$90,860.00

Discount per the Clay County Contract #18/19-2 2.00% (\$1,817.20)

Discounted Product Total: \$89,042.80

Signed & Sealed Engineering: \$2,640.00

Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 7,348 lbs Freight Charge: \$7,792.20

Landscape Structures Total: \$99,475.00

Vendor: RSI Installer	587959
------------------------------	--------

Item	Qty	Description	Unit Price	Ext Price
INS-LSI	1 LT	Equipment Installation - Landscape Structures Design # 19734-1-3	33,550.00	33,550.00
DEMO	1 LT	Demolition - Remove and haul off existing composite structure with footings, spring rider with footing and remove and haul off Volta footing	3,825.00	3,825.00
OTHER	1 EA	Relocate Volta Spinner	3,400.00	3,400.00
SITE WORK	1 SF	Rake back/push back EWF; Excavate and remove spoils	5,400.00	5,400.00
RSI Installer Total:				\$46,175.00

Vendor: RSI Installer	587960
------------------------------	--------

Item	Qty	Description	Unit Price	Ext Price
PERMIT FILING	1 EA	Charge for document preparation for building permit.	900.00	900.00
PERMIT FEE	1 EA	Permit Fees charged by Building Department for the building permit and by the Clerk of Circuit Court for the Notice of Commencement.	3,450.00	3,450.00

RSI Installer Total: \$4,350.00

General Terms of Sale and Proposal Summary

Net 30	Product:	\$91,682.80
	Installation:	\$50,525.00
	Freight:	\$7,792.20
	Proposal Total:	\$150,000.00

Notes

The Clay County Contract #18/19-2 provides a 2% discount on LSI product. The maximum price for installation is 50% of the product price. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:
Our offer is based upon Google Image and our drawing 19734-1-3 2023.1
SURFACING IS NOT INCLUDED and is to be provided by customer

If a performance and payment bond is required, add 3% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule
(This schedule starts when all needed information to direct engineering has been gathered.)
4 Weeks: Engineering
4 Weeks: Permitting/Submittal Approval
22 Weeks Longest manufacturing lead time. (Typical for scheduling.)
1 Week Shipping
5 Weeks Installation
36 Weeks TOTAL WEEKS
Note that RSI is committed to do all it can to meet the needs of your project.

Landscape Structures:
Color selection to be made at time of color submittal approval

The Owner/Operator shall install protective surfacing in accordance with specifications F1292 and F1951, as applicable (ref. ASTM F3101-15 10.2). Protective surfacing material must have a critical height value to meet the maximum fall height for the equipment and be accessible (ref. ASTM F3101).

Installation:
Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey.
- Access for machines and labor crew to equipment installation location.
- Staging area.
- Geotechnical Report.
- Tree survey and barriers.
- Private underground utilities located and marked.

Our scope does not include:

- Sod & Landscape Restoration.
- Surfacing
- Dumpster at the site for trash and waste material.
- Soils testing.
- Site security.
- Water.
- Dewatering and drainage considerations.
- Concrete testing.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:
Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of the City of Mount Dora noted and has the requisite authority to bind the City of Mount Dora and/or principal.

Accepted By:
City of Mount Dora

Company Name	Authorized By	Printed Name	Date
--------------	---------------	--------------	------

As Its: _____ (Title)

DRAWN BY:KCM		PG-1		
PLAY EQUIPMENT PLAN				
TOTAL AREA:4395 SF				
FALL HEIGHT:8'				
BORDER: EXISTING				
USER CAPACITY: 90				
SURFACING:4395 SF EWF By others				
SUBGRADE ELEV.: -12" BFF				
ADA SCHEDULE	FBC 240.2.1.2	TOTAL PLAY ACTIVITIES 2-5: 15		
		TOTAL PLAY ACTIVITIES 5-12: 21		
		ACCESSIBLE ELEVATED ACTIVITIES	ACCESSIBLE GROUND-LEVEL ACTIVITIES	ACCESSIBLE GROUND-LEVEL PLAY TYPES
2-5	REQ	5	3	5
	PROV	9	6	5
5-12	REQ	5	3	8
	PROV	5	11	8

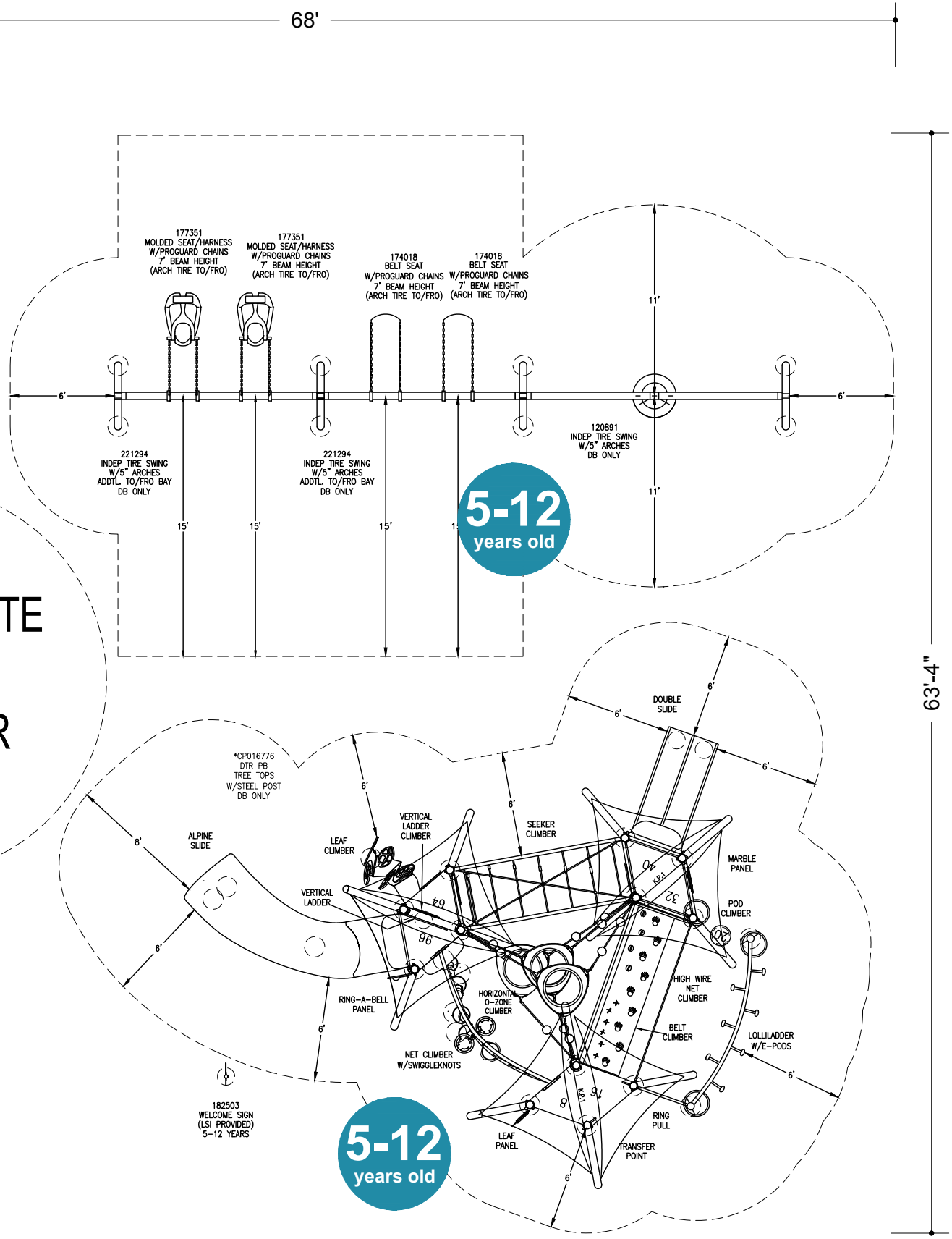
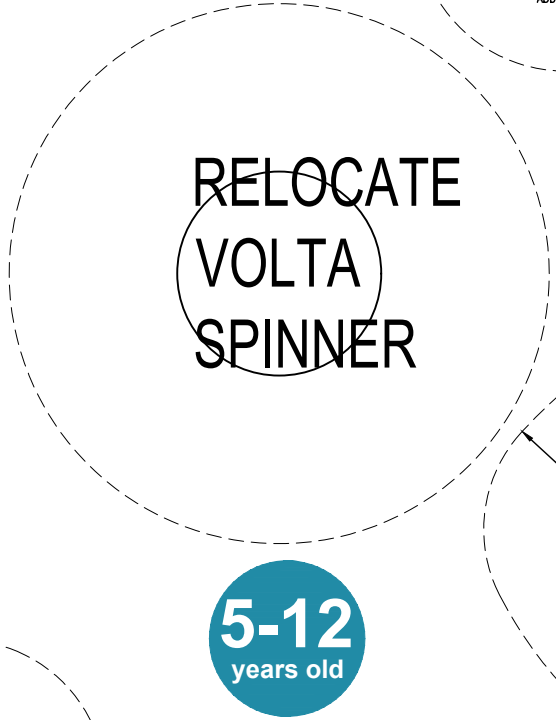
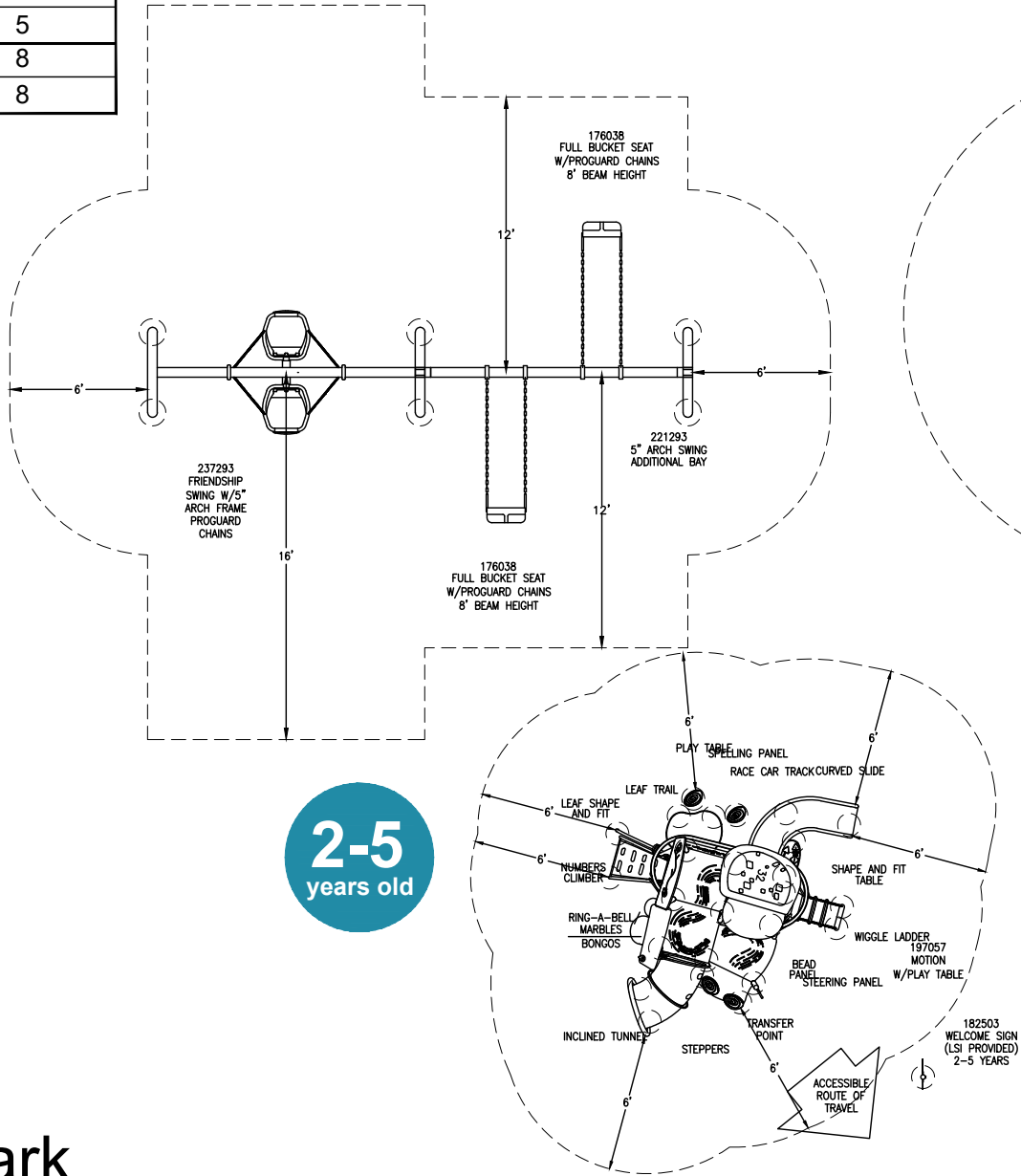
WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

⚠ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

⚠ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:

- EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
- ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
- BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS



Summerview Park

DRAWN
BY: KCM

PG-2

INSTALL PLAN

TOTAL AREA: 4395 SF

FALL HEIGHT: 8'

BORDER: EXISTING

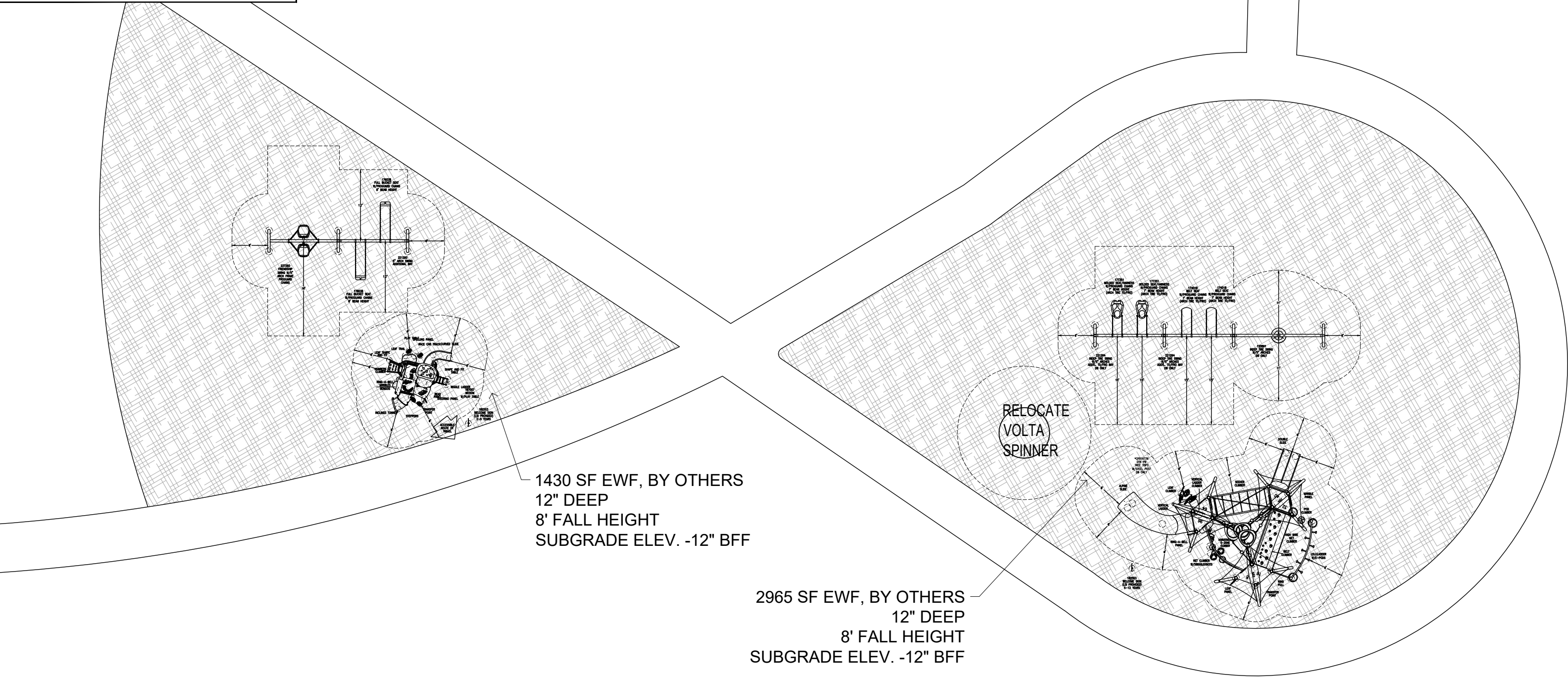
USER CAPACITY: 90

SURFACING: 4395 SF EWF By others

SUBGRADE ELEV.: -12" BFF

GENERAL NOTES:

1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
3. RAMP DOWN INTO EWF RECOMMENDED TO MEET ADA WHEN SURFACING COMPACTS OR BLOWS AWAY.
4. SURFACING NUMBERS ONLY REFLECT AREAS AROUND PLAYGROUND USE ZONES AS SHOWN. ENTIRE SITE CALCS NOT LISTED.



Summerview Park

Mount Dora, FL

June 20, 2023 City Council Regular Session Agenda Packet
PROJECT: 19734-1-3-2023-1
NOT FOR CONSTRUCTION



SCALE: 1/16" = 1'



REP SERVICES, INC.
Experts at Play & Outdoor Spaces

**DRAWN
BY:KCM**

PG-3

DEMO PLAN

TOTAL AREA:4395 SF

FALL HEIGHT: 8'

BORDER: EXISTING

USER CAPACITY: 90

SURFACING:4395 SF EWF By others

SUBGRADE ELEV.: -12" BFF

RELOCATE
SPINNER TO 5-12
AREA. BACK FILL
HOLE, AND
REFRESH WITH
NEW EWF.

- REMOVE EXISTING EQUIPMENT, BACK FILL HOLES, AND REFRESH WITH NEW EWF.

Summerview Park

Mount Dora, FL
June 20, 2023 City Council Regular Session Agenda Packet
PROJECT: 19734-1-3 2023-1
NOT FOR CONSTRUCTION

SCALE: 1/16" = 1'



0 8.0 16 32



REP SERVICES, INC. Page
Experts at Play & Outdoor Spaces

Page 186 of 387
landscape structures
3/30/2023 2:11:04 PM





Summerview Park

19734-1-3 2023.1 • 3.31.2023

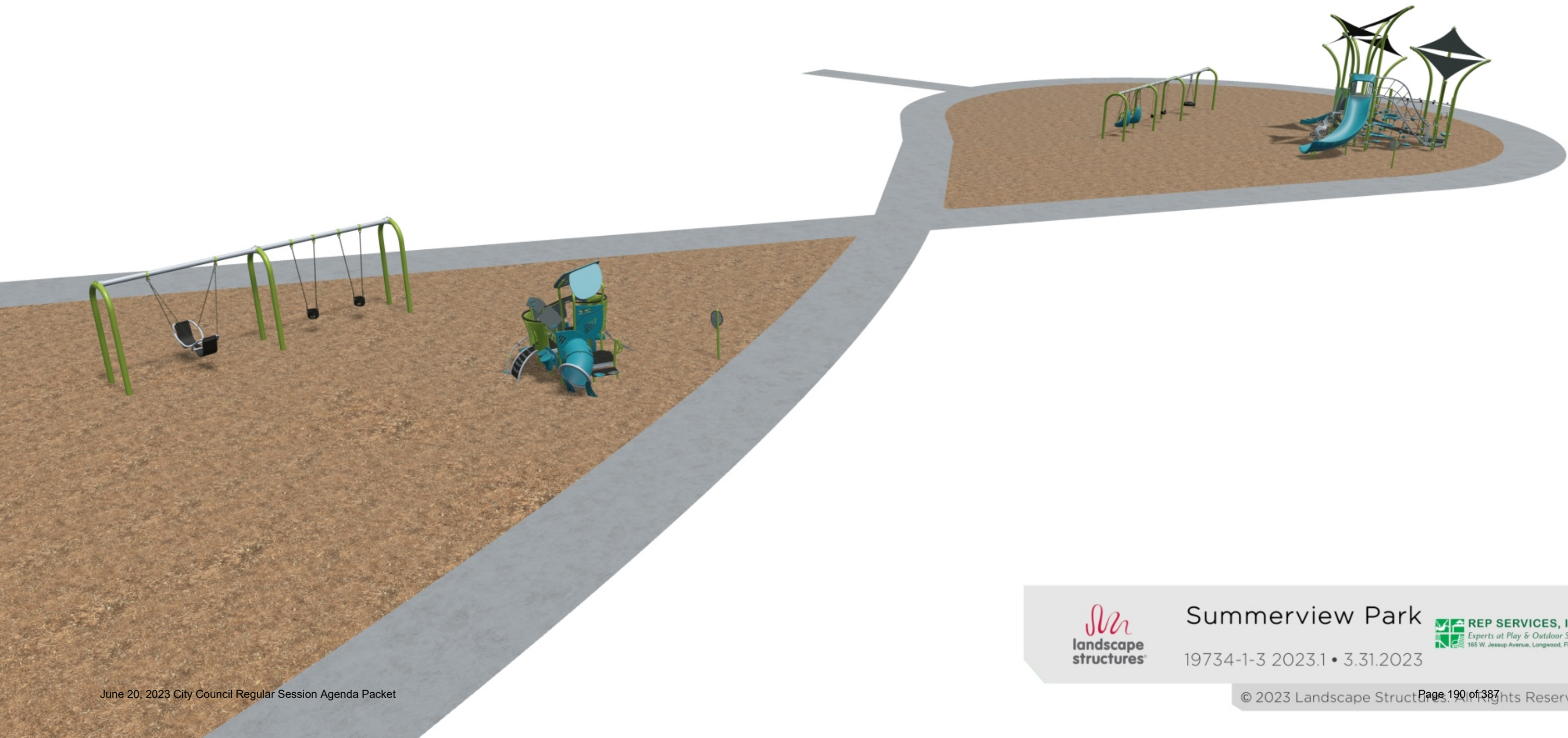




Summerview Park

19734-1-3 2023.1 • 3.31.2023





Summerview Park

19734-1-3 2023.1 • 3.31.2023





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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-24**, Approval of Aerial Fireworks Display at July 3, 2023, Freedom on the Waterfront Event

Introduction:

This is a request for City Council to approve Resolution No. 2023-24, securing approval for a Fireworks Display at the City's annual Freedom on the Waterfront Event, which celebrates Independence Day.

Discussion:

The event is scheduled for July 3rd, and the fireworks launch from Grantham Pointe begins at 9:15 p.m. The City has complied with all requirements and procedures for the fireworks display related to this event.

Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

Budget Impact:

\$27,000.00 has been budgeted from GL account #001-1340-572.52-01, Special Events Operating Supplies, for the fireworks display at this event.

Strategic Impact:

The July 3rd fireworks display is a popular annual event that instills a strong sense of community while celebrating our nation's history. This item fulfills Objective 2.3.3, calling for support of Special Events.

Recommendation:

Council approve Resolution No. 2023-24, allowing for a fireworks display to celebrate Independence Day weekend.

Attachment(s):

1. Resolution 2023-24.Freedom on the Waterfront.SGS

Prepared by: Jeanann Hand, City Clerk

Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Patrick Comiskey, City Manager

Approved - 6/8/2023

Approved - 6/9/2023

Approved - 6/9/2023

Approved - 6/12/2023

Final Approval - 6/14/2023

RESOLUTION NO. 2023-24

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2023 FREEDOM ON THE WATERFRONT EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora wishes to sponsor and host a fireworks display as part of the 2023 Freedom on the Waterfront event; and

WHEREAS, the City's 2023 Freedom on the Waterfront event is scheduled for Monday, July 3, 2023; and

WHEREAS, the 2023 Freedom on the Waterfront event requires the closing of the Grantham Point and Simpson Cove Docks in order to launch fireworks beginning at 9:15 p.m.; and

WHEREAS, all of the details associated with the Freedom on the Waterfront event remain consistent from the prior years; and

WHEREAS, Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

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

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Authorization for Fireworks Display and Dock Closure. The City hereby authorizes the 2023 Freedom on the Waterfront fireworks display and closure of the Grantham Point and Simpson Cove Docks in order for the fireworks to be safely launched.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may 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 fireworks display and closure of the Grantham Point and Simpson Cove Docks, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of June, 2023.

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Sherry G. Sutphen
City Attorney



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-25**, Approval of Aerial Fireworks Display at the July 29, 2023, Last Call Mount Dora Summer Concert Event

Introduction:

This is a request for City Council to approve the launch of a fireworks display at a concert event taking place at the Mount Dora waterfront on July 29, 2023.

Discussion:

The City of Mount Dora wishes to sponsor and host a fireworks display as part of the 2023 Last Call Summer Concert event. The second annual occurrence of this event is scheduled for July 29, 2023, and requires the closing of the Fourth Avenue Docks in order to launch fireworks beginning at 9:15 p.m. The City has complied with all requirements and procedures for the fireworks display related to this event.

Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

Budget Impact:

\$6,000.00 has been budgeted from GL account #001-1340-572.52-01, Special Events Operating Supplies, for the fireworks display at this event.

Strategic Impact:

This item fulfills Objective 2.3.3 of the City of Mount Dora's Strategic Plan, which calls for support of Special Events. Special Events strongly encourage economic development in the downtown business community. Each attendee has the opportunity to discover downtown businesses while appreciating Mount Dora's beautiful lakefront.

Recommendation:

Council approve the occurrence of the concert event fireworks display.

Attachment(s):

1. Resolution 2023-25.Last Call Summer Concert Fireworks 2023.SGS

Prepared by: Jeanann Hand, City Clerk

Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Patrick Comiskey, City Manager

Approved - 6/8/2023

Approved - 6/9/2023

Approved - 6/9/2023

Approved - 6/12/2023

Final Approval - 6/14/2023

RESOLUTION NO. 2023-25

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2023 LAST CALL SUMMER CONCERT EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora wishes to sponsor and host a fireworks display as part of the 2023 Last Call Summer Concert event; and

WHEREAS, the City's 2023 Last Call Summer Concert event is scheduled for Saturday, July 29, 2023; and

WHEREAS, the 2023 Last Call Summer Concert event requires the closing of the Fourth Avenue Docks in order to launch fireworks beginning at 9:15 p.m.; and

WHEREAS, City of Mount Dora Code of Ordinances, Section 50.250, requires City Council approval of any fireworks launched in the City.

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

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Authorization for Fireworks Display and Dock Closure. The City hereby authorizes the 2023 Last Call Summer Concert fireworks display and closure of the Fourth Avenue Docks on July 29, 2023, in order for the fireworks to be safely launched.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may 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 Last Call Summer Concert Event fireworks display and closure of the Fourth Avenue Docks on

July 29, 2023, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of June, 2023.

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Sherry G. Sutphen
City Attorney



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval to Reschedule the September 5, 2023, City Council Regular Session to September 7, 2023, and to Reschedule the September 19, 2023, Regular Session to September 21, 2023, to Accommodate Lake County Public Hearing Dates

Introduction:

This is a request for City Council to vote to reschedule September 2023 City Council meetings.

Discussion:

The City Charter states Council, by motion and majority vote, may reschedule the regular Council meeting to a separate date in order to avoid lack of a quorum or to comply with special circumstances.

This year, Lake County School District's Millage Rate and Budget Public Hearings are scheduled for Tuesday, September 5, 2023, and Tuesday, September 19, 2023. These hearing dates conflict with Mount Dora City Council Regular Session dates at which the City's Millage Rate and Budget Hearings would take place. Per FS 200.065, the hearing dates scheduled by the county commission and school board shall not be utilized by any other taxing authority within the county for its public hearings. To accommodate the county's hearing schedule, the City proposes the City of Mount Dora's Millage Rate and Budget Public Hearings and Regular Sessions in September be rescheduled to Thursday, September 7th and Thursday, September 21st.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve rescheduling the Millage Rate and Budget Public Hearings and Regular Sessions in September to Thursday, September 7, 2023, and Thursday, September 21, 2023.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 6/14/2023
Final Approval - 6/14/2023



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes

- May 22, 2023, City Council Special Meeting Minutes
- May 22, 2023, City Council Work Session: JPA Agreements Minutes
- June 6, 2023, City Council 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. 05.22.2023.Special Meeting_DRAFT
2. 05.22.2023.Work Session_DRAFT
3. 06.06.2023.Regular Session_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Jeanann Hand, City Clerk

Final Approval - 6/5/2023



**CITY OF
MOUNT DORA, FLORIDA
SPECIAL MEETING MINUTES
MAY 22, 2023, 6:00 PM
Mount Dora City Hall 510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called to order at 6:00 PM the special meeting of the Mount Dora City Council.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

A moment of silence and the Pledge of Allegiance were led by Councilmember Bryant.

ROLL CALL

Members Present

Mayor Crissy Stile
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Members Also Present

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

Members Not Present

Marc Crail, Vice-mayor

DISCUSSION ITEMS

1. Update from Councilmember Dennis Dawson and Human Resources

Councilmembers were updated about gathering feedback and moving forward from the May 16th discussion regarding the City Manager. Details about the 360 Interview process and other methods of collecting information were discussed.

2. Update from Councilmember Cataldo Regarding Contact with the Florida League of Cities

Councilmember Cataldo spoke about interpretations of the motion from May 16th's meeting and activity that had taken place since then. The availability of resources from the Florida League of Cities and the Florida City and County Management Association was discussed.

3. Hiring of Mount Dora Fire Department Fire Chief

It was reported the name of the new fire chief was announced that afternoon.

ADJOURNMENT

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

There being no further business for discussion, the meeting was adjourned at approximately 6:10 PM.

DRAFT

**CITY COUNCIL
WORK SESSION
MINUTES
MAY 22, 2023**



**City Hall
510 N. Baker St.
Mount Dora 32757
6:30 p.m.**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called to order at 6:30 p.m. the City Council Work Session regarding Joint Planning Agreements.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Vince Sandersfeld, Planning Director
Michele Janiszewski, Senior Planner
Rita Meade, Finance Director

DISCUSSION ITEMS

1. Joint Planning Agreement (JPA) and Utility Services

Planning Director Vince Sandersfeld explained the reasons for the work session, reviewed the purposes of JPAs, Comprehensive Plans, and their implications for the City. He described what would take place during the work session.

Senior Planner Michele Janiszewski presented a PowerPoint (attached the minutes as Exhibit A) which included a general background on JPAs, the details of the City's JPA with Orange County, and the details of the City's JPA with Lake County. She reviewed the history of the City's JPA with Lake County, the contents of the current JPA, the JPA review process, the status of the Mount Dora/Lake County JPA, and the draft of the Lake County JPA.

Ms. Janiszewski reviewed the proposed second amendment to the Lake County JPA. She provided a summary of the changes, and citations of Florida Statue support for JPAs. She enumerated the benefits of a JPA, especially as it relates to the City's investment in the Wolf Branch Innovation District and the City's Comprehensive Plan. She emphasized that development will continue even without a JPA, but the City's influence upon that development varies according either condition.

Finance Director Rita Meade provided statistics regarding the City's utility billing customer base, which, in the presentation, was broken down into residential, commercial and City categories.

Mr. Sandersfeld presented Lake County and Orange County City project activity maps, spoke on projects in process, including Richland and Mount Dora Groves, and noted that new residential subdivision developments within the City limits have slowed down.

Councilmembers asked questions regarding the relevant JPAs, and responses were provided by City staff.

Councilmember Bryant inquired about the county's role and spirit of cooperation in the Richland and Mount Dora Groves projects as they move forward. The Richland developer is cooperative with the City. The project is not at a point where the county's cooperation can be gauged.

Mr. Sandersfeld expressed concern the City's influence may be lessened without a JPA.

The proposed JPA amendment is slated to be brought before City Council on June 6th.

Councilmember Bryant expressed concern with Lake County's lack of adherence to the City's requirements which had been defined in the earlier JPA. A long term JPA with the county means the City would have expectations that the City's standards would be followed.

The County's first meeting with the cities with which it would be creating JPAs had already taken place with City staff and Mayor Stile attending. The City would be present at future meetings.

A printout of the slideshow would be provided to Councilmembers.

Councilmember Rolfson requested the reasons for the county's termination of the 2004 JPA. Ms. Sutphen responded the prior JPA was terminated because of its lack of legal validity related to utility provision and forced annexation. She emphasized the value of the JPA to the City. The updated JPA would continue to require a covenant to annex.

Councilmember Cataldo expressed concern regarding sewer capacity, especially considering the Richland development, and its residential concentration.

Discussion ensued regarding City sewer capacity and allowance for development. Mr. Sandersfeld had spoken to the Richland developer about considering City annexation. He explained the Planning Department is following the City's prior adopted plans. He pointed

out the occupants of developments will affect the City whether or not their developments are annexed.

Council and staff discussed the benefits and detriments of annexation, and the differences between forced annexation and covenants to annex.

City Manager Comiskey referenced the portion of the Vista Ridge agreement regarding annexation, which Ms. Sutphen said has been stricken.

The extended JPA boundaries were examined. It was noted changing the JPA boundary will affect the supply of City utilities.

Ms. Sutphen stated the county had already agreed to the document presented at this meeting for review.

Vice-mayor Crail voiced dissatisfaction with the county's approval of Richland in the Wolf Branch Innovation District because it exceeds the 25% residential concept that had been agreed upon by the county and the City. Mr. Sandersfeld pointed out Richland hasn't yet been approved. Vice-mayor Crail expressed his lack of enthusiasm for the JPA.

Councilmember Cataldo enquired about including in the JPA entitlement to refuse a development. Ms. Sutphen explained the City cannot refuse development if the City's code is being followed.

Discussion took place regarding the county's lack of adherence to the prior JPA. Ms. Sutphen explained having something in place is better than having nothing in place. An agreement provides more weight in the event of a lawsuit.

Councilmembers and staff discussed the possibility that while the JPA may not be helpful in the developments that have already begun, it could be of value in the future. The City Manager and Councilmember Cataldo pointed out the previously stated would be true if the county did adopt our standards, which may not happen for twelve months.

Councilmembers further discussed the value of and their misgivings about a JPA with Lake County.

Councilmember Bryant emphasized Council's support for the Wolf Branch Innovation District and voiced support for adoption of the interim JPA. He pointed out the flexibility of the projects in question because they are Planned Unit Developments.

Vice-mayor Crail would like the same treatment from Lake County that Clermont receives. He would like to see the City's JPA adopted more quickly than twelve months.

At the request of Council, Ms. Sutphen would ask the County to expedite its adoption of the City's JPA, considering the City is near a mutually agreed-upon document with the county.

Ms. Janiszewski clarified that Clermont's agreement with Lake County is an Interlocal Service Boundary Agreement (ISBA). Ms. Sutphen would inform the county the City is interested in exploring an ISBA.

Councilmember Cataldo asked about the City's control of density under a JPA. Discussion ensued regarding land designation and density, and how county land use could control and drive the agreement standards. The use of overlay districts was considered. Councilmember Cataldo cautioned regarding modeling the development of Clermont. He questioned decisions made regarding the Wolf Branch Innovation District.

Mayor Stile clarified Council's wishes for Ms. Sutphen's actions moving forward.

Council directed Ms. Sutphen to bring to Lake County the following:

- (1) Wolf Branch Innovation Standards and City design standards within the JPA area adopted by October 1st, 2023.
- (2) Mount Dora's JPA be considered first for negotiation and adoption among the cities working on JPAs with the county.

Ms. Sutphen would report on the county's response at the next meeting.

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN.

There being no further business for discussion, Mayor Stile adjourned the Work Session at approximately 8:24 p.m.



CITY OF
MOUNT
DORA

Someplace Special.

City Council Workshop

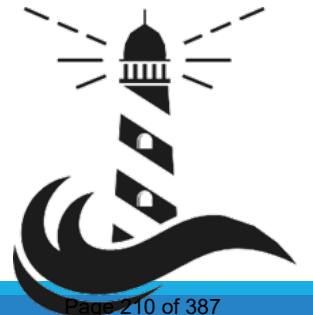
JOINT PLANNING AGREEMENTS (JPAS)

MAY 22, 2023



Outline

- I. Background on JPAs
- II. Orange County JPA
- III. Lake County JPA
 - I. History
 - II. Content
 - III. Review Process
 - IV. Status
- IV. Draft JPA Amendment
- V. Closing Remarks



Background



Joint Planning Agreements or JPA

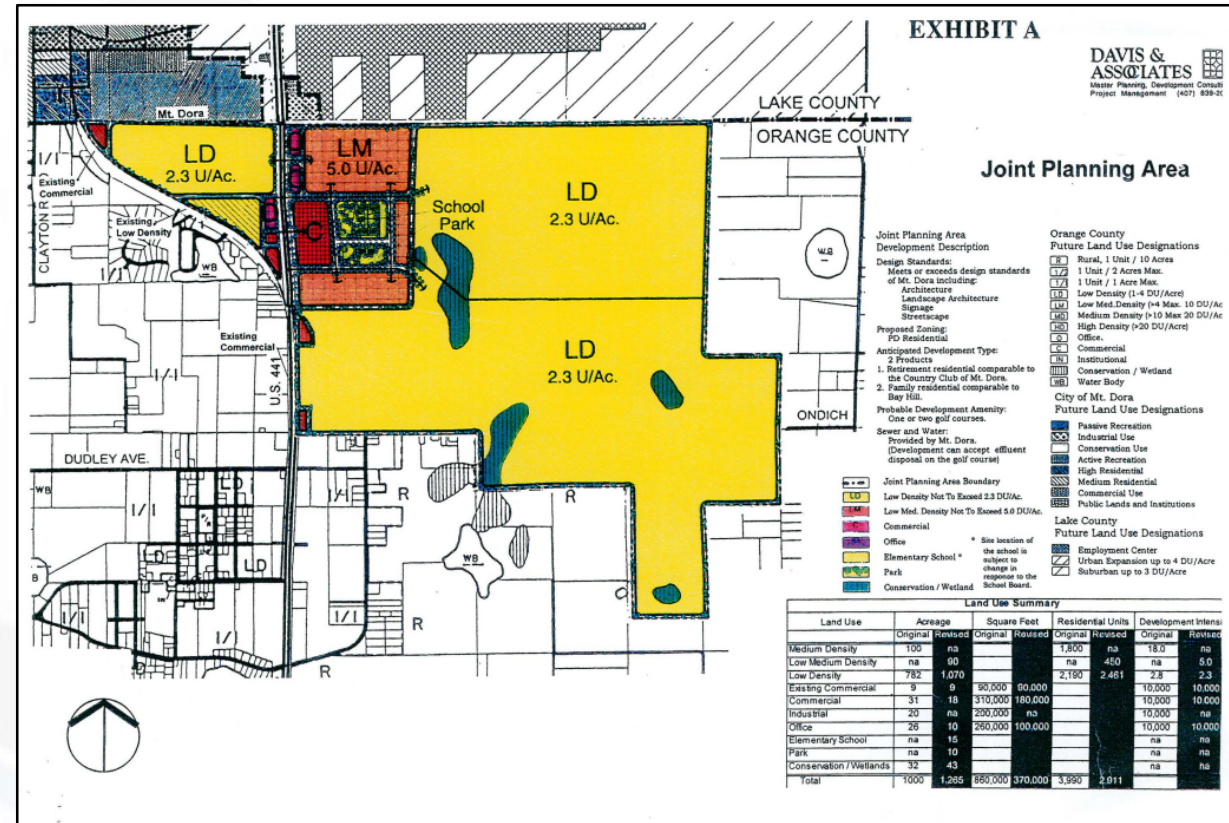
Intergovernmental cooperation to address or resolve issues of mutual interest by coordinating plans, policies, and/or programs.

Benefits:

- Cost Savings by planning growth and development
- Opportunity to address regional issues
- Early identification of issues
- Reduced litigation
- Consistency between jurisdictions for growth patterns
- Predictability of future developments with established land use categories
- Service to citizens

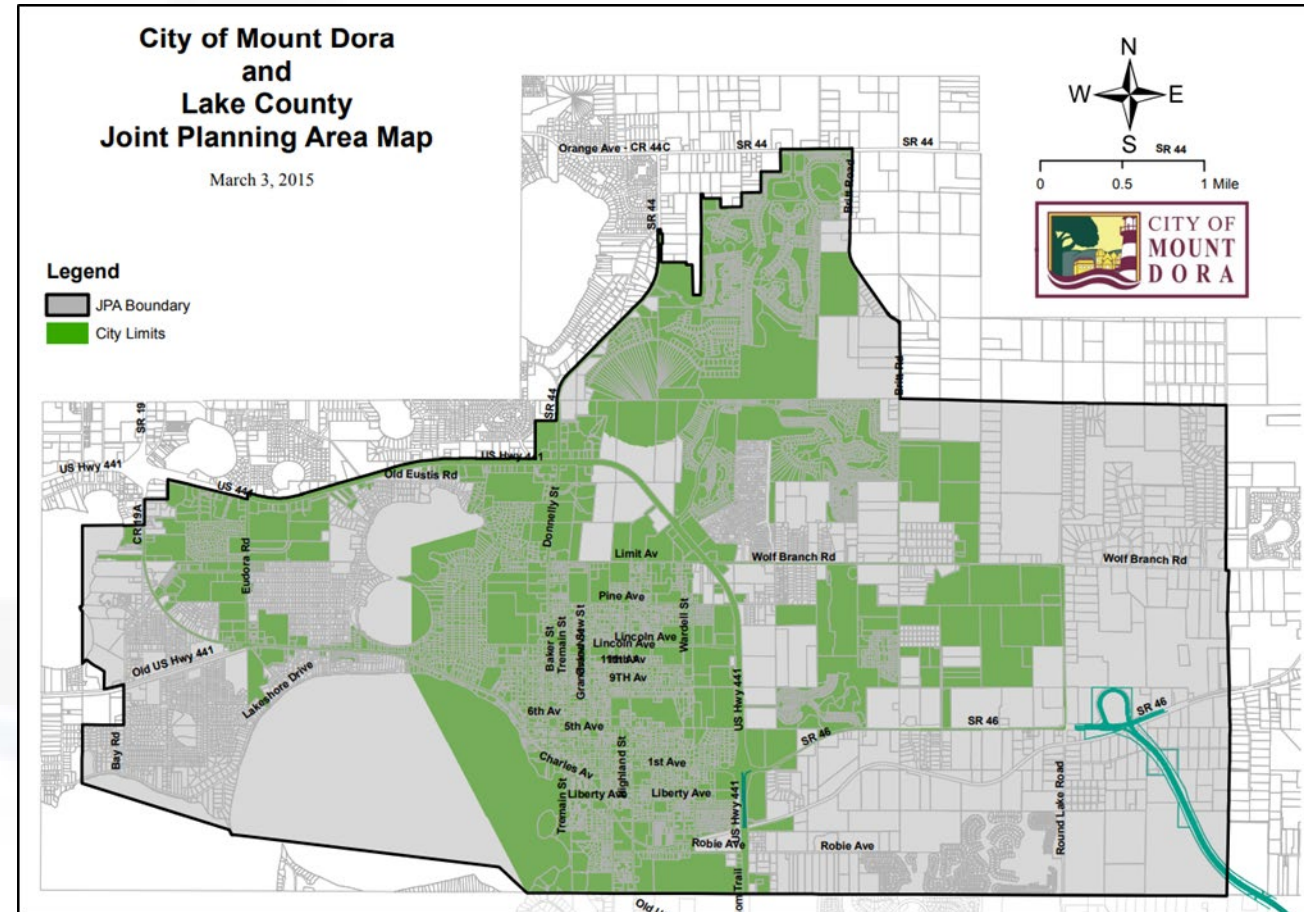
Orange County JPA

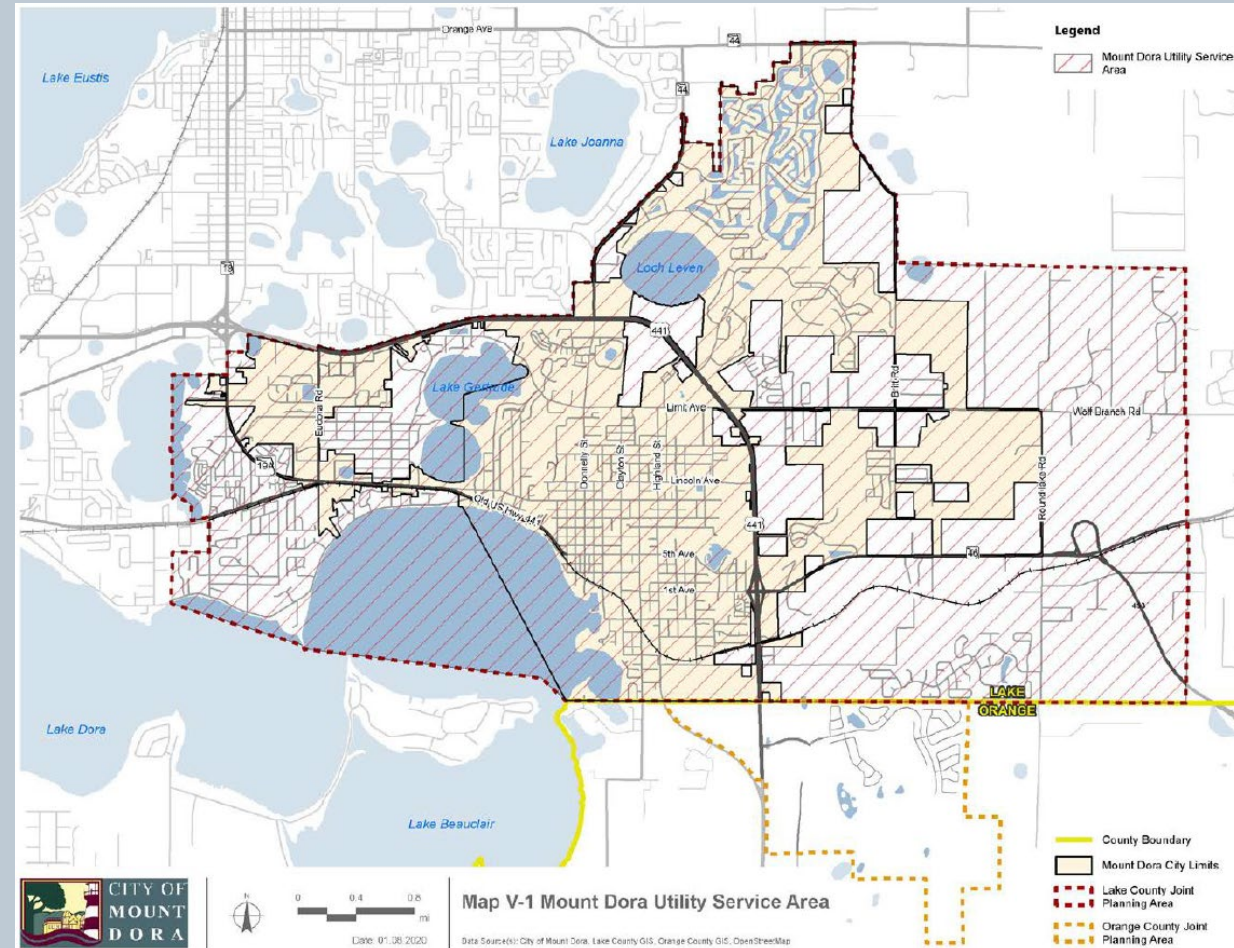
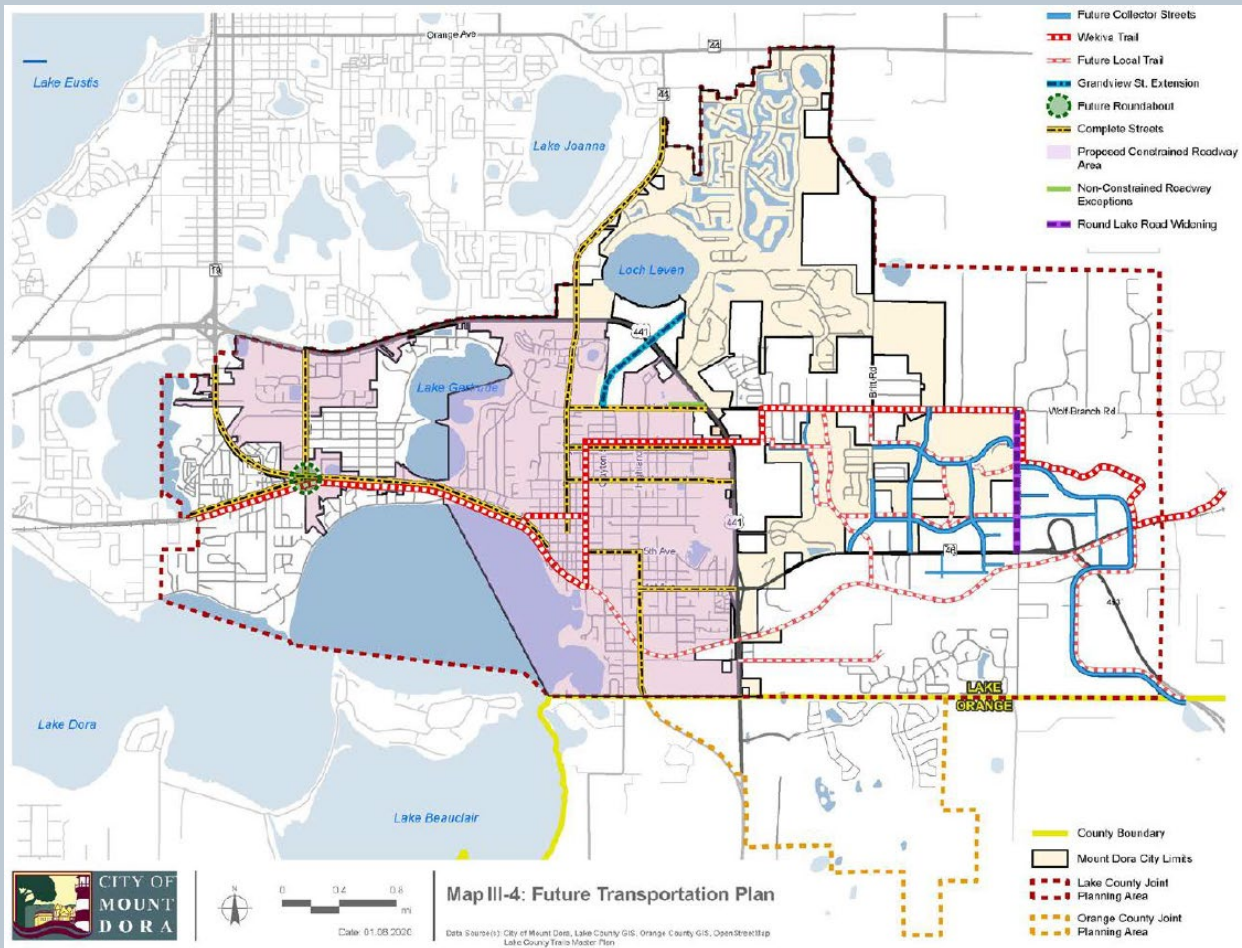
- Established in 1996 between the City of Mount Dora and Orange County.
- Agreement on land use categories within the JPA area.
- Orange County requires all new development within the Joint Planning Area to be approved as a planned development.
- New development within the JPA is required to adhere to the City's standards for signage and landscaping.
- Mount Dora provides utilities to developments within the Orange County JPA.



Lake County Joint Planning Area (JPA)

1. The City and County established Joint Planning Area (JPA) in 2004.
2. The JPA agreement was amended in 2015.
3. Currently renegotiating JPA with the County.
4. The JPA boundary has been used as the basis of our long-range planning endeavors.





Future Transportation Map and Utility Service Area

Contents of Current JPA Agreement

1. Limits the City to only annexing land within the JPA.
2. City provision of utilities and prohibits the County from allowing private utilities, wells, or septic tanks within the JPA unless City utilities are unavailable.
3. Identifies the County roads which will continue to be maintained by the County. (*Wolf Branch Road, Robie Avenue, Old Highway 441, CR19A, Britt Road, Round Lake Road*)
4. Designate and promote the creation of an employment center and other development patterns (WBID).
5. Establishes procedures for reviewing and commenting on development orders within the JPA, requiring the City and County to mutually provide applications/comments.
6. Agreement that the City will match the County assigned density and intensity of the annexed property.



JPA Review Process

1. Within five (5) working days of receipt of any applications or preliminary plans within the JPA, the County/City will provide, typically via email, copies of applications and supporting documents. The City/County will return to the County/City comments on the matter within ten (10) working days.
2. If the property is eligible for annexation, we request that the entitlements are obtained through our jurisdiction. A property is eligible for annexation when the property:
 - a. Is contiguous to the City's municipal boundaries and located within the Joint Planning Area; and
 - b. Creates compact municipal boundaries and does not create an enclave.
3. If the property is not eligible for annexation but is seeking to utilize City water or sewer, the developer completes a covenant to annex and the development applications (site plan, plats, construction plans) are submitted to the City to review simultaneously with the County's review.

Mount Dora/Lake County JPA Status

1. The County voted to terminate the JPA agreement at the October 25, 2022 BCC meeting.
2. Lake County has contracted with the East Central Florida Regional Planning Council to provide services with the development of JPAs with each municipality as part of their County-wide planning efforts.
3. The City is actively engaged in the effort and is seeking to comprehensively update the JPA.
4. The City has worked with the County on drafting an amendment to the JPA.
5. Adopting the amendment will reinstate the JPA agreement which will remain in place until the City and County adopt a new, comprehensive JPA agreement.



Draft JPA Amendment

Mount Dora – Lake County JPA Proposed Second Amendment

- Article I – Incorporation of Preamble **No change.****
- Article II – Definitions **No change.****
- Article III – Creation of Joint Planning Area **Replaced in its entirety.****
- Article IV – Procedures for Reviewing and Commenting on Development Orders within the JPA. **No change.****
- Article V – Specific Developmental and Environmental Considerations **No change.****
- Article VI – General Provisions **No change.****

Establishes an interim period = Enactment of Second Amendment and the Adoption of new JPA (within 12-months)



Proposed Amendment

23 **NOW, THEREFORE**, the City and the County hereby agree as follows:

24

25 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by
26 reference.

27

28 **Section 2. Amendment.** Article III, entitled *Creation of Joint Planning Area*, of the original
29 agreement dated September 28, 2004, is hereby replaced in its entirety to read as follows:

30

31 **ARTICLE III – CREATION OF JOINT PLANNING AREA**

32

33 1. The Joint Planning Area shall consist of those lands identified in **Exhibit “A”** attached
34 hereto and shall supersede the area as amended through the First Amendment to this Agreement. Any

35

23 **Section 3. Other Provisions.** All other provisions of the original JPA shall remain in effect
24 unless otherwise amended in writing or terminated by one or both parties.

25

26 **IN WITNESS WHEREOF**, the parties hereto have made and executed this Amended Agreement
27 on the respective dates under each signature: the COUNTY through its Board of Commissioners, signing
28 by and through its Chairman, duly authorized to execute same by Board action, and the CITY through its
29 City Council, signing by and through its Mayor, duly authorized to execute same by Council action.

30



Article I – Incorporation of Preamble

ORIGINAL

1 **ARTICLE I - INCORPORATION OF PREAMBLE**
2 1. . Incorporation of Preamble. The preamble above is true and correct and is
3 incorporated into this Agreement as if fully set forth below. This Agreement shall be considered
4 an interlocal agreement pursuant to the authority given to the County and the City, including the
5 authority found within, but not limited to, Sections 163.01, 163.3171, and 163.3177(6)(h)1.a,
6 Florida Statutes (2003), as well as Chapter 125, Chapter 166 and Chapter 171, Florida Statutes
7 and the Constitution of the State of Florida.

AMENDMENT

No change



Article II - Defintions

ORIGINAL

AMENDMENT

No change.

- 8 **ARTICLE II - DEFINITIONS**
- 9 1. **Act.** Means the "Local Government Comprehensive Planning and Land
- 10 Development Regulation Act" set forth in Section 163.3161 *et. seq.*, Florida Statutes, as the same
- 11 may be amended or superseded from time to time.
- 12 2. **Agreement.** Means this Agreement, as the same may be amended or
- 13 supplemented as provided for herein.
- 14 3. **City.** Means the City of Mount Dora, a Florida municipal corporation.
- 15 4. **City Comprehensive Plan.** Means the comprehensive plan of the City adopted
- 16 pursuant to the Act, as amended from time to time.
- 17 5. **City Council.** Means the elected legislative governing board of the City of Mount
- 18 Dora .
- 19 6. **Collector Road.** Means the type of road that provides for movement between
- 20 local streets and the regional road network. A collector road may include an arterial road.
- 21 7. **County.** Means Lake County, Florida, a political subdivision of the State of



Article III – Creation of Joint Planning Area

ORIGINAL

16 **ARTICLE III - CREATION OF**
17 **JOINT PLANNING AREA**
18 1. **Joint Planning Area Created.**
19 The Joint Planning Area shall consist of those lands identified in Exhibit "A."

AMENDMENT

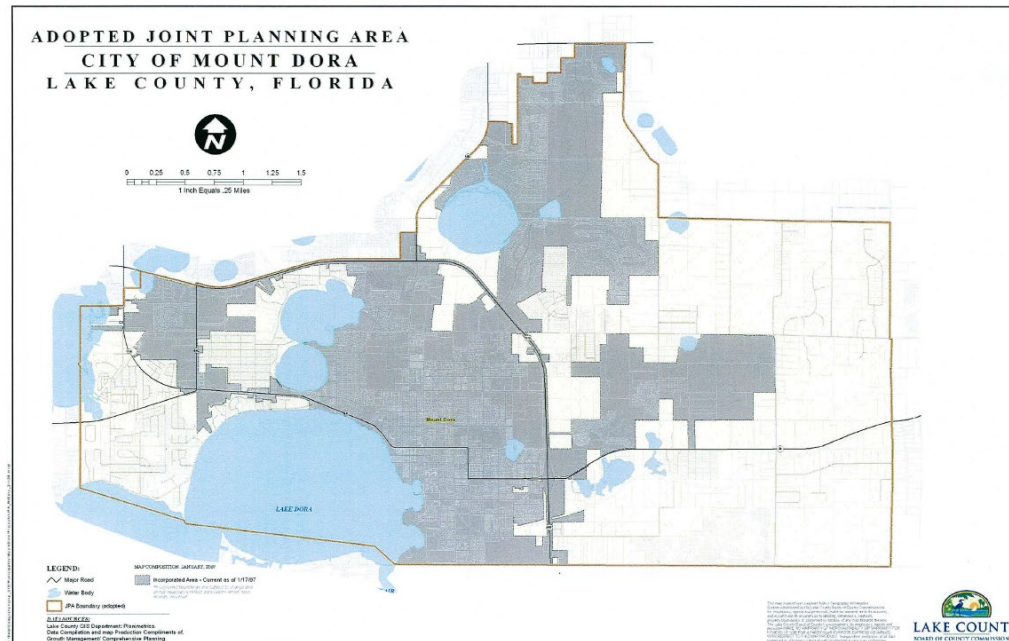
31 **ARTICLE III – CREATION OF JOINT PLANNING AREA**
32
33 1. The Joint Planning Area shall consist of those lands identified in **Exhibit "A"** attached
34 hereto and shall supersede the area as amended through the First Amendment to this Agreement. Any
35 conflict between the Joint Planning Area described in **Exhibit "A"** attached to this Second Amendment
36 and any other prior depicted or established joint planning area, the Joint Planning Area set forth in this
37 **Exhibit "A"** shall prevail.
38

Minor updates to the JPA map to include:

- Updated City limits
- Expansion of the JPA Boundary

Article III – Creation of Joint Planning Area

ORIGINAL



AMENDMENT

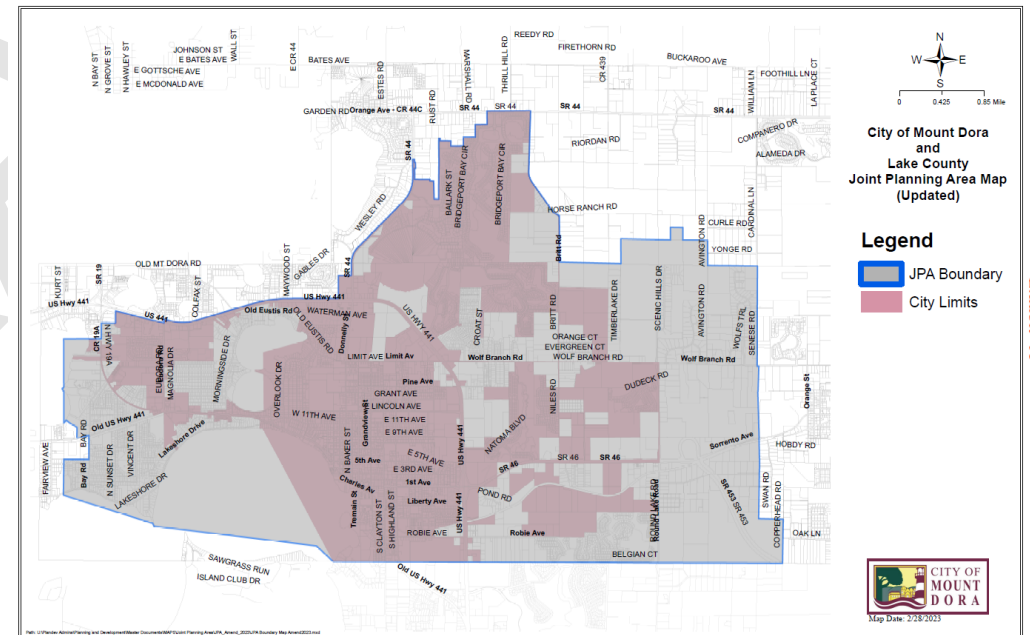


Exhibit "A"



Article III – Creation of Joint Planning Area

ORIGINAL

20 2. The County and the City will use their best efforts to incorporate the boundaries
21 of the Joint Planning Area into the Future Land Use Maps of their respective plans and to
1 including the terms and conditions stated herein. The County and the City will use their best
2 efforts to amend their Land Development Regulations to incorporate the terms and conditions
3 stated herein. The County and the City will use their best efforts to implement the ideas set forth
4 in Article V hereof.

AMENDMENT

39 2. The County and the City will use their best efforts to incorporate the terms and conditions
40 of this agreement along with the boundaries of the Joint Planning Area into the Future Land Use Maps of
41 their respective plans. The County and the City will use their best efforts to amend their Land Development
42 Regulations to incorporate the terms and conditions stated herein. The County and the City will use their
43 best efforts to implement the ideas set forth in Article V hereof.
44

Minor language change, no impact.



Article III – Creation of Joint Planning Area

ORIGINAL

5 3. a. It is the intent of the City and the County that the comprehensive plans of
6 the City and the County shall ensure that the lands in the Joint Planning Area are developed
7 consistent with development within the City, and, at the same time, develop in a way that will
8 ensure efficient provision of public infrastructure and services in this area. Any property
9 annexed subsequent to the adoption hereof shall be limited to a maximum density no greater than
10 the highest density allowed within the Future Land Use category established for the property by
11 the County immediately prior to annexation.

AMENDMENT

45 3. a. It is the intent of the City and the County that the comprehensive plans of the City
46 and the County shall ensure that the lands in the Joint Planning Area are developed consistent with
47 development within the City, and, at the same time, develop in a way that will ensure efficient provision of
48 public infrastructure and services in this area. Any property annexed subsequent to the adoption hereof shall
49 be limited to a maximum density no greater than the highest density allowed within the Future Land Use
50 category established for the property by the County immediately prior to annexation.

No change.



Article III – Creation of Joint Planning Area

ORIGINAL

- 12 b. The amendments contemplated in paragraph a, above, shall cover growth
13 management issues and may include, but are not limited to, the following topics:
- 14 (1) Timing of urban growth
15 (2) Density of urban and pre-urban areas
16 (3) Limiting private utility providers to areas outside the JPA
17 (4) Environmental resource management, including potential greenbelt
18 areas
19 (5) Innovative and flexible planning such as mixed-use, clustering and
20 open space provisions
21 (6) Transportation planning consistent with Lake County
1 transportation plan

AMENDMENT

- 1
2 b. The amendments contemplated in paragraph a, above, shall cover growth
3 management issues and may include, but are not limited to, the following topics:
4
5 (1) Timing of urban growth
6 (2) Density of urban and pre-urban areas
7 (3) Limiting private utility providers to areas outside the JPA
8 (4) Environmental resource management, including potential greenbelt areas
9 (5) Innovative and flexible planning such as mixed-use, clustering and open
10 space provisions
11 (6) Transportation planning consistent with Lake County transportation plan
12

No change.



Article III – Creation of Joint Planning Area

ORIGINAL

2 4. . . . If the County creates a land development overlay district, the City shall be
3 consulted and allowed to formally comment on the proposed district and associated regulations in
4 an effort to ensure an orderly transition of land development between the City and the County. It
5 is the intent of the City and the County that any proposed Land Development Regulation of the
6 City and the County shall ensure that the lands in the Joint Planning Area are developed
7 consistent with development within the City. In order to accomplish this goal, the City and the
8 County agree that the amendments to the Land Development Regulations of both the City and the
9 County, that may be jointly developed to apply within the JPA, are intended to create a unified
10 development code, which shall apply within both the incorporated and the unincorporated
11 portions of the Joint Planning Area. The City and the County staffs shall recommend to the City
12 Council and County Commission, amendments to the City and the County Land Development
13 Regulations, establishing standards for Development within the Joint Planning Area. The
14 standards shall incorporate the standards from current City and County standards that are
15 superior to the standards currently applied.

AMENDMENT

13 4. a. It is the intent of the City and the County that the lands in the Joint Planning Area
14 are developed consistent with development within the City. In order to accomplish this goal, the City and
15 the County agree that within twelve (12) months of the Effective Date of this Amendment, the parties shall
16 use their best efforts to adopt a new JPA as part of the countywide planning initiative which shall apply
17 within both the incorporated and the unincorporated portions of the Joint Planning Area. Failure to adopt
18 a new JPA in the twelve (12) month period set forth herein shall not invalidate the effectiveness of this
19 Agreement. Extensions of the twelve (12) month period may be mutually agreed upon by the City Manager
20 and County Manager without requiring a further amendment to this Agreement.
21
22 b. In the interim time between the Effective Date of this amendment and the adoption
23 of new JPA, the County shall continue to provide development applications to the City for review in
24 accordance with Article IV. The City shall not require a development review fee from the applicant to
25 provide comments to the County, unless the review is related to City utilities or infrastructure
26 improvements, then the applicant will be charged all pass-through fees and permit fees. Comments will be
27 directed to the County, with a copy to the applicant.
28
29 c. If the property owner voluntarily applies to annex into the City under Section
30 171.044, Florida Statutes, at time of annexation, the County's Land Use and Zoning shall remain in effect
31 until a formal application for Land Use and/or Zoning map amendment are submitted to the City by the
32 property owner.
33

Replaced 4. in its entirety with section 4.a, 4.b, 4.c



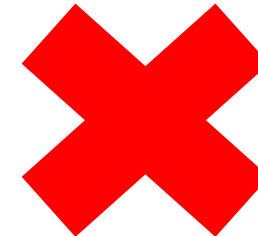
Article III – Creation of Joint Planning Area

ORIGINAL

16 5. Requests for municipal services within the JPA may at the discretion of the City,
17 require a covenant to annex or, if contiguous to the City boundary, annexation into the City in
18 order to receive municipal services. If the City notifies the County as part of a Development
19 Order application review process that a covenant to annex will be required because of the
20 provision of City utilities to the development and the property is located within the JPA, the
21 County shall not approve a Development Order until such time as a covenant to annex has been
1 executed by the City and the Development Order applicant unless the City refuses to provide
2 utilities per this section, or does not allow the Development Order applicant to recoup all costs of
3 the utility line extension not directly attributable to the development as others hook up to such
4 lines within a reasonable time period not to exceed five (5) years. If the City notifies the County
5 as part of a Development Order application review process that annexation will be required
6 because of the provision of City utilities to the development and the property is located within
7 the JPA and contiguous to the City's boundary, the County shall not approve a Development
8 Order, but shall require the Development Order applicant to annex and submit to the City's
9 development process unless the City refuses to provide utilities per this section, or does not allow
10 the Development Order applicant to recoup all costs of the utility line extension not directly
11 attributable to the development as others hook up to such lines within a reasonable time period
12 not to exceed five (5) years.

AMENDMENT

13 The City shall provide utility services within the JPA and may, at the discretion of the
14 City, require those persons desiring service to pay the initial expense of extending utility
15 services through a refundable facilities program which allows the person extending utility
16 services to recoup all costs of the utility line extension not directly attributable to the person
17 desiring service as others hook up to such lines within a reasonable time period not to exceed
18 five (5) years. The County shall not issue development orders within the JPA without reviewing
19 the proposed development with the City to ensure the appropriate utility design for the
20 development. If the City is willing to provide utility services or provide utility services through a
21 refundable facilities program as described above, the County shall not permit any new private
1 utilities, septic tanks or wells to be constructed as part of development within the JPA without
2 prior approval by the City.



Removed entire section 5.

- City to require a covenant to annex if contiguous and/or receiving municipal services
- Required the County to not approve a Development Order within the JPA if a covenant to Annex has been executed, or submit through the City's development review process.

Article III – Creation of Joint Planning Area

ORIGINAL

3 6. a. The City shall annex only lands in the Joint Planning Area and shall not
4 annex any lands outside of the Joint Planning Area without amendment of Exhibit "A" of this
5 Agreement.
6 As real property within the area depicted as unincorporated is annexed into
7 the City, it shall be unnecessary to amend this Agreement or Exhibit "A."
8 b. Terms of Annexation Related to Transfer of Infrastructure. All future
9 municipal annexation-related transfers of infrastructure shall occur consistent with the following
10 terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of
11 properties abutting any subject road right-of-way, other than a State of Florida operated and
12 maintained right-of-way, located between the two nearest collector streets (or streets with a
13 higher classification) intersecting right-of-ways (i.e. cross streets), except for existing County
14 roads currently being maintained within the City, the City shall assume maintenance
15 responsibility for such road right-of-way segment and associated drainage facilities not
16 terminating at any right-of-way centerline, but between and extending to and including the above
17 mentioned local cross street intersections, or as may be mutually designated. All such transfers of
18 maintenance responsibility related to an annexation shall include the entire width of the right-of-
19 way adjacent to annexed properties.
20 The following list of County roads shall not require assumption of
21 maintenance:

- 1 1. Wolfbranch Road;
- 2 2. Robie Avenue;
- 3 3. Old Highway 441;
- 4 4. CR19A;
- 5 5. Britt Road; and
- 6 6. Round Lake Road.
- 7 c. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of-
8 Way. Transfers of maintenance responsibility and ownership from the County to the City related
9 to road right-of-ways and their associated drainage facilities not associated with an annexation
10 shall require an agreement between the City and the County.

No change.

AMENDMENT

34 5. a. The City shall annex only lands in the Joint Planning Area and shall not annex any
35 lands outside of the Joint Planning Area without amendment of **Exhibit "A"** of this Agreement. As real
36 property within the area depicted as unincorporated is annexed into the City, it shall be unnecessary to
37 amend this Agreement or **Exhibit "A."**
38

39 b. Terms of Annexation Related to Transfer of Infrastructure. All future municipal
40 annexation-related transfers of infrastructure shall occur consistent with the following terms: Upon
41 annexation of a sum greater than fifty (50%) of the existing front footage of properties abutting any subject
42 road right-of-way, other than a State of Florida operated and maintained right-of-way, located between the
43 two nearest collector streets (or streets with a higher classification) intersecting rights-of-way (i.e. cross
44 streets), except for existing County roads currently being maintained within the City, as set forth herein
45 below, the City shall assume maintenance responsibility for such road right-of-way segment and associated
46 drainage facilities not terminating at any right-of-way centerline, but between and extending to and
47 including the above mentioned local cross street intersections, or as may be mutually designated. All such
48 transfers of maintenance responsibility related to an annexation shall include the entire width of the right-
49 of-way adjacent to annexed properties.
50

The following list of County roads shall not require assumption of maintenance:

- 1 1. Wolfbranch Road
- 2 2. Robie Avenue;
- 3 3. Old Highway 441;
- 4 4. CR19A;
- 5 5. Britt Road; and
- 6 6. Round Lake Road.
- 7
- 8
- 9

10 c. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of- Way. Transfers
11 of maintenance responsibility and ownership from the County to the City related to road rights-of-ways and
12 their associated drainage facilities not associated with an annexation shall require an agreement between
13 the City and the County.



Article III – Creation of Joint Planning Area

ORIGINAL

11 7. County Right-of-Way Maintenance Responsibility. Unless this Agreement is
12 modified pursuant to Article V below, the County agrees to continue to maintain, regardless of
13 any adjacent annexations, the particular roadways or segments thereof, and associated drainage
14 facilities within the JPA. The County agrees to continue to maintain these facilities until
15 transferred to the City in accordance with the terms of this Agreement, or as this Agreement is
16 modified pursuant to Article V below. Upon execution of this Agreement, any new roads
17 constructed by the County in the City shall be maintained and owned by the County.

AMENDMENT

14 6. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified
15 pursuant to Article V below, the County agrees to continue to maintain, regardless of any adjacent
16 annexations, the particular roadways, or segments thereof, and associated drainage facilities within the JPA
17 specifically identified in the list contained in Section 5.b above. The County agrees to continue to maintain
18 these facilities until transferred to the City in accordance with the terms of this Agreement, or as this
19 Agreement is modified pursuant to Article V below. Upon execution of this Agreement, any new roads
20 constructed by the County in the City shall be maintained and owned by the County.
21

No change.



Article IV - Procedures for Reviewing and Commenting on Development Orders within the JPA

ORIGINAL

AMENDMENT

No change.

18 **ARTICLE IV – PROCEDURES FOR REVIEWING AND**
19 **COMMENTING ON DEVELOPMENT ORDERS**
20 **WITHIN THE JPA**
21 1. Forwarding of Development Order applications from the County to the City and
1 from the City to the County. The City and the County, within five (5) working days of receipt of
2 any applications or preliminary plans associated with an application for a Significant
3 Development Order within the JPA shall provide a copy of such application materials to the
4 designated department, division or office of the other party as is designated by the other party via
5 written correspondence to the persons described in Section 6, Article V herein. The City or the
6 County may request a meeting to discuss the effect of such development.
7 The County/City staff shall provide to the City/County its comments on the matters
8 above, within ten (10) working days of receipt of a copy of any such application. The noted time
9 frames may be extended by consent of both parties in order for the City staff or the County staff
10 to review the objecting party's comments so long as the time frames within the City's or the
11 County's Land Development Regulations are met. If at any time the secondary jurisdiction shall
12 consider the Development Order at a public meeting, the landowner or applicant for the proposed
13 Development Order shall be given notice of the time, date, and place of the public meeting.
14 If a modification of a development order application is submitted to the primary
15 jurisdiction, the secondary jurisdiction shall be afforded review pursuant the review time periods
16 described herein.



Article V - Specific Developmental and Environmental Considerations

ORIGINAL

AMENDMENT

No change.

17 **ARTICLE V - SPECIFIC DEVELOPMENTAL**
18 **AND ENVIRONMENTAL CONSIDERATIONS**
19 1. It is the intent of the City and the County to designate and promote the creation of
20 an employment center located in the vicinity of Round Lake Road and State Road 46, as
21 conceptually depicted in Exhibit "B." The objective of this land use designation shall be to
22 provide quality job opportunities, including professional offices, convenient to both the City of
23 Mount Dora and unincorporated area of Sorrento and Mount Plymouth. The City and the County
24 shall coordinate efforts to develop Comprehensive Plan policies that are appropriate for this
25 employment center, ensure compatibility with neighboring land uses, and respect the distinct
26 identities of both the city and the unincorporated area.
27 2. It is the intent of the City and the County to create a local scenic roadway
28 designation for Wolfbranch Road and to develop Comprehensive Plan policies that protect the
29 aesthetic characteristics of this residential corridor. Such policies shall consider lighting,
30 signage, buffers, protection of canopy trees, and restrictions on incompatible development.
31 3. It is the intent of the City and the County to designate a transitional area within the
32 JPA between Round Lake Road and the Mount Plymouth/Sorrento Urban Compact Node, as
33 depicted in Exhibit "B." The objective of this designation shall be to support the professional
34 employment center identified in paragraph 1 and to provide for transitional residential densities
35 of no more than one unit per acre, compatible with established neighborhoods in the Wolfbranch
36 Road corridor.



Article VI - General Provisions

ORIGINAL

AMENDMENT

No change.

3 **ARTICLE VI - GENERAL PROVISIONS**
4 1. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit
5 of the parties executing this Agreement, and no right or cause of action shall accrue upon or by
6 reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in
7 this Agreement expressed or implied is intended or shall be construed to confer upon or give any
8 person or corporation other than the parties hereto any right, remedy or claim under or by reason
9 of this Agreement or any provisions or conditions hereto; and all of the provisions,
10 representations, covenants and conditions herein contained shall inure to the sole benefit of, and
11 shall be binding upon, the parties hereto and their respective and express representatives,
12 successors and assigns.
13 2. Renegotiation. The County or the City may call for renegotiation of this
14 Agreement by written notice to the other party at any time. The City and the County may
15 renegotiate this Agreement in response to changed circumstances, to seek refinement, expand or
16 contract the JPA boundary, or alter the designated time allowances as described in this
17 Agreement. Upon such written notice, for a period of 90 days thereafter, the City and the County
18 shall attempt to renegotiate this Agreement in good faith. During that 90-day period, where
19 either party, in its sole discretion and in good faith, determines that such renegotiations have
20 reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164,
21 Florida Statutes. If no Agreement is negotiated during the 90-day period or during the conflict



Summary of Changes

- Replaced Article III, Section 4 with new provisions to establish a new Joint Planning Agreement within 12 months of the adoption of this amendment.
- County and City will continue to provide development applications to each other to allow the other jurisdiction to review and provide comments.
- County removed Article III, Section 5 from the Second Amendment which allows the City to require a covenant to annex for properties within the JPA requesting municipal services.
- Requires the County to adopt the Wolf Branch Innovation District guidelines and our other design criteria into their Land Development Regulations within 12 months of adoption.



JPA Legal Support

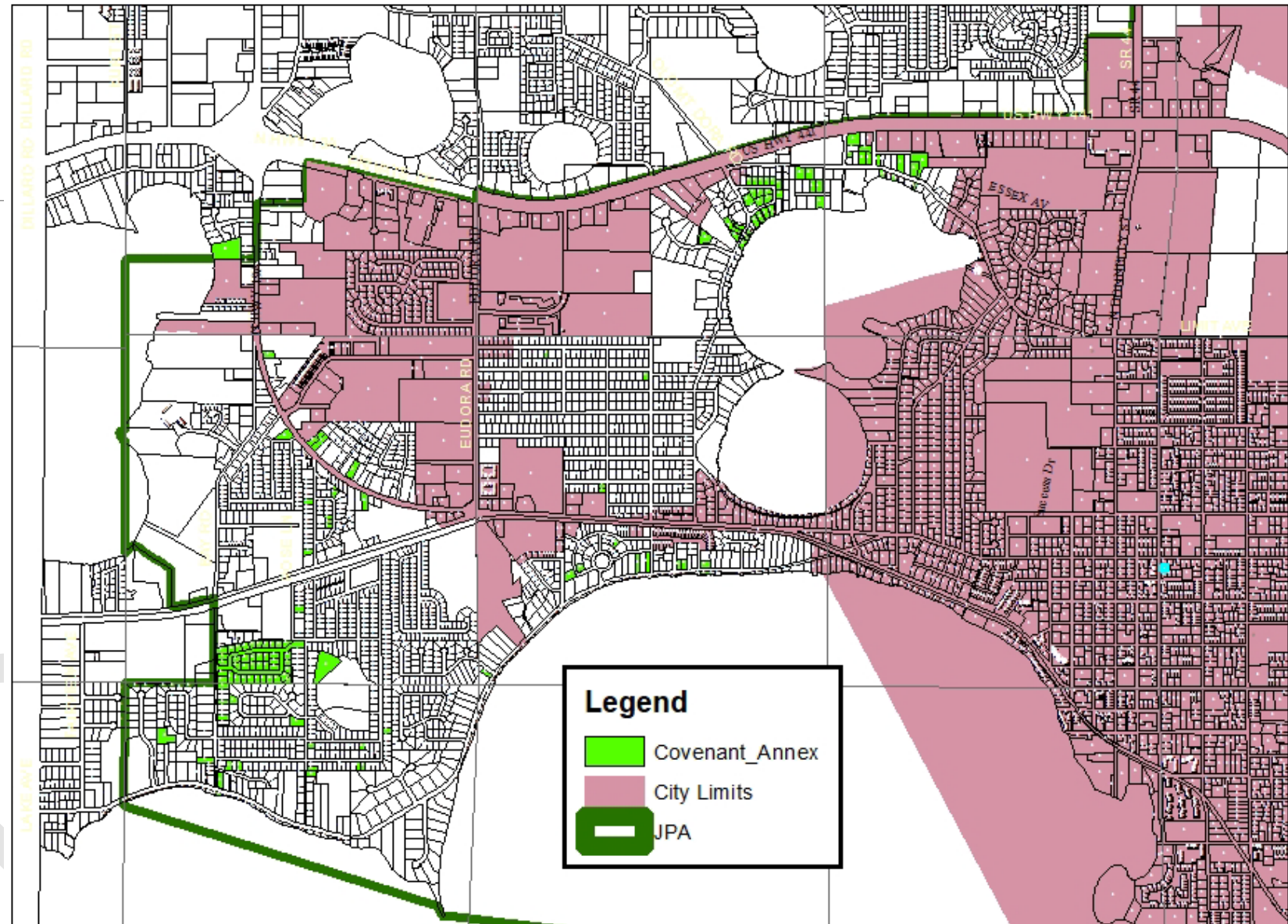
1. Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, is to “permit local governmental units to make the most efficient use of their powers by enabling them to **cooperate with other localities on a basis of mutual advantage** and thereby **to provide services and facilities** in a manner and pursuant to forms of governmental organization that will **accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.**”
2. Chapter 171, Florida Statutes, known as the Municipal Annexation or Contraction Act, and Part II, Chapter 171, Florida Statutes, known as the Interlocal Service Boundary Agreement Act, **recognizes the use of** interlocal service boundary agreements and **joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation.**
3. Florida Statutes requires local governments to adopt a Comprehensive Plan to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner.

JPA Benefits

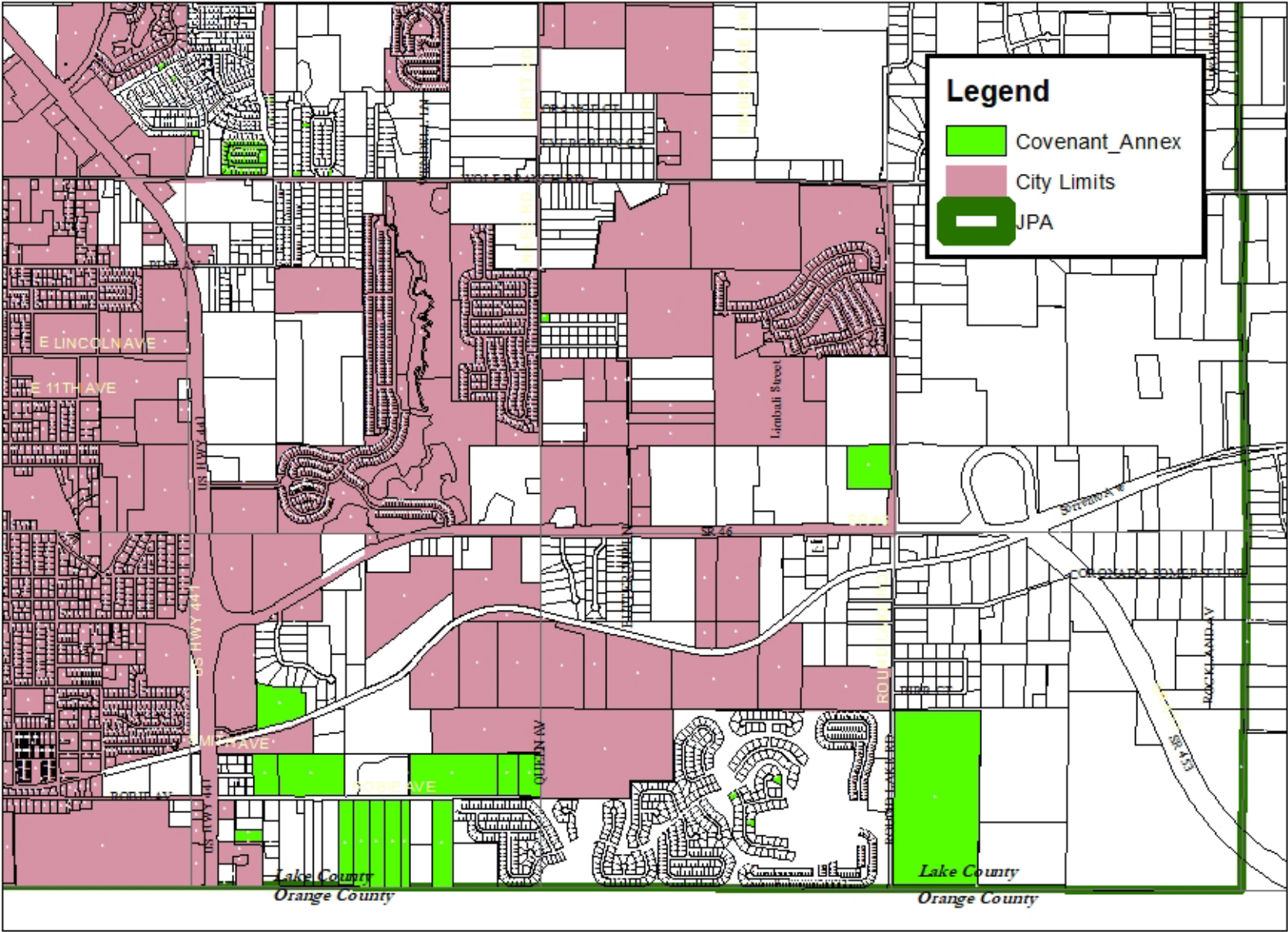


1. Beneficial for the public to have local governments work together
 - a. Agreement on areas which can be annexed into our City
 - b. Agreement on service boundary of utilities
2. Establishes the City as the only utility provider within the JPA
 - a. Eliminates utility area disputes with other utility providers (Eustis, Tavares, and Apopka)
 - b. Prohibits private utility companies from being established within the JPA
3. Prohibits other jurisdictions from annexing land within the JPA
4. Allows the City to have input over the development of the JPA
5. Promotes Intergovernmental Coordination
 - a. Joint review of applications with the County
 - b. Agreement of how the area will be developed
 - c. Ensure compatibility between jurisdictions
6. Incorporating properties with existing Covenants to Annex
7. Implementation of the Wolf Branch Innovation District
8. Comprehensive Plan
 - a. Florida Statutes requires local governments to adopt a Comprehensive Plan to protect the **substantial investment in public facilities** that already exist and to **plan for and finance new facilities in a timely, orderly, and efficient manner.**
 - b. Multiple Goals, Objectives, and Policies promote Intergovernmental Coordination within our Comprehensive Plan.

Covenants to Annex



Covenants to Annex



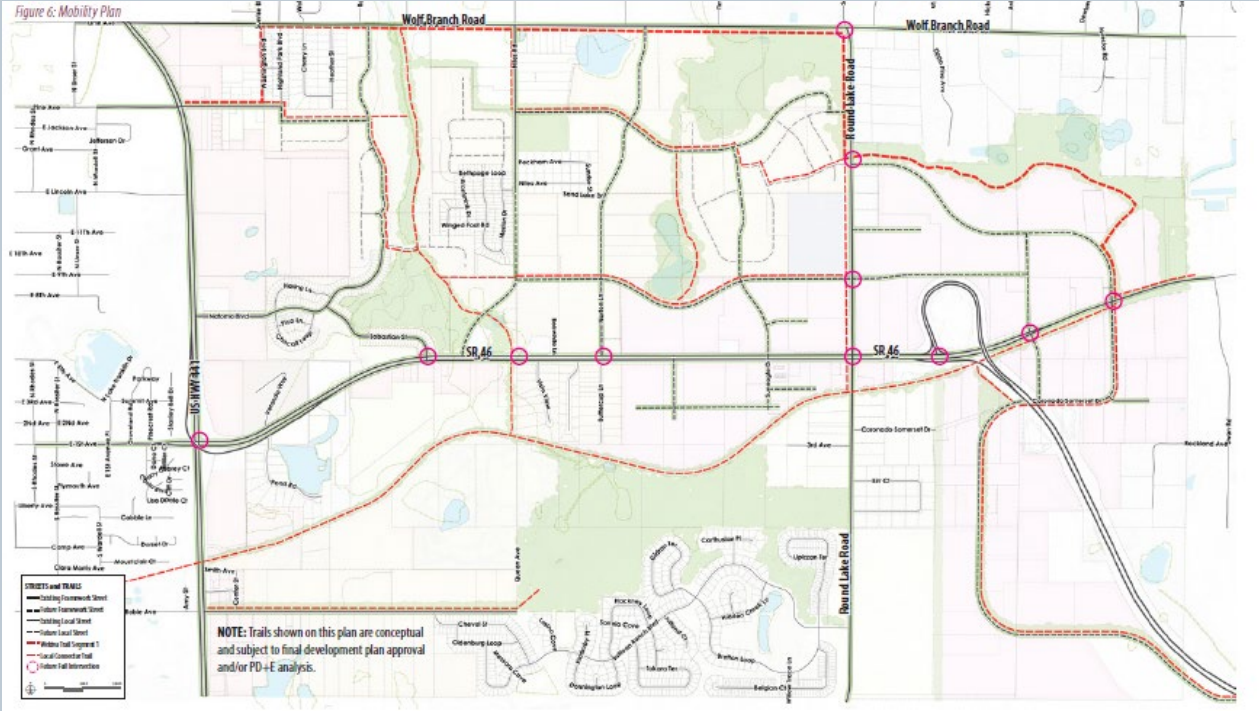
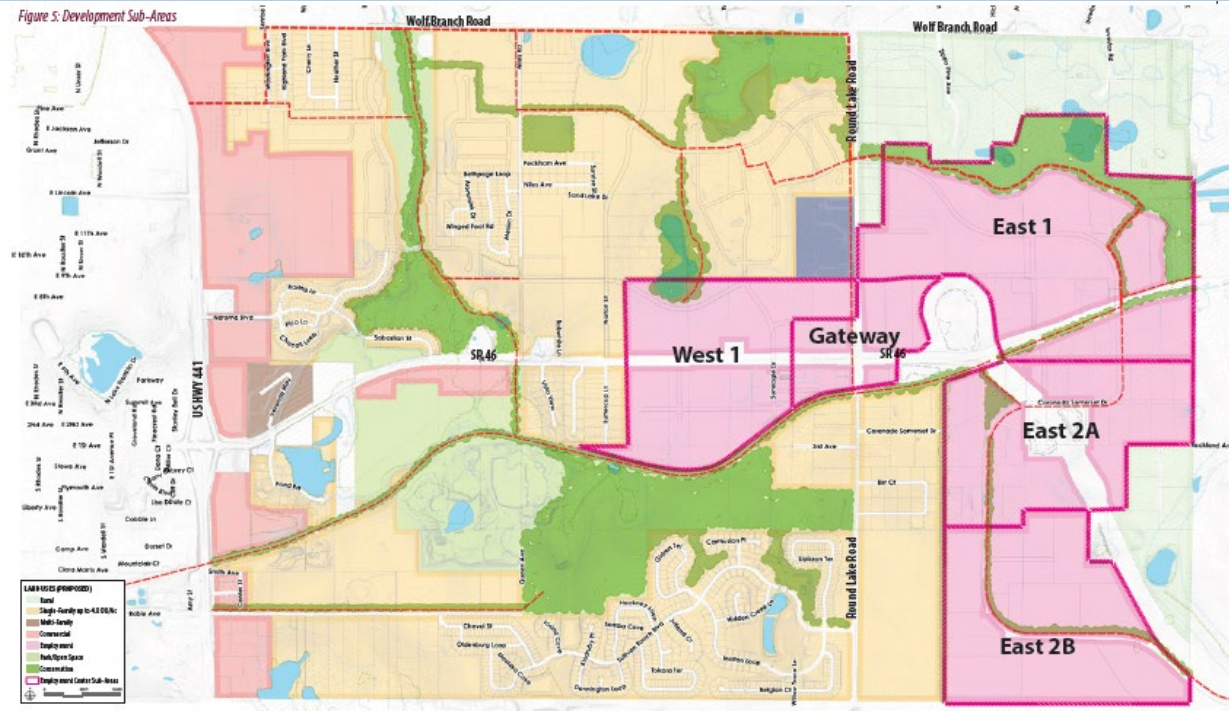
JPA Benefits



1. Beneficial for the public to have local governments work together
 - a. Agreement on areas which can be annexed into our City
 - b. Agreement on service boundary of utilities
2. Establishes the City as the only utility provider within the JPA
 - a. Eliminates utility area disputes with other utility providers (Eustis, Tavares, and Apopka)
 - b. Prohibits private utility companies from being established within the JPA
3. Prohibits other jurisdictions from annexing land within the JPA
4. Allows the City to have input over the development of the JPA
5. Promotes Intergovernmental Coordination
 - a. Joint review of applications with the County
 - b. Agreement of how the area will be developed
 - c. Ensure compatibility between jurisdictions
6. Incorporating properties with existing Covenants to Annex
7. Implementation of the Wolf Branch Innovation District
8. Comprehensive Plan
 - a. Florida Statutes requires local governments to adopt a Comprehensive Plan to protect the **substantial investment in public facilities** that already exist and to **plan for and finance new facilities in a timely, orderly, and efficient manner.**
 - b. Multiple Goals, Objectives, and Policies promote Intergovernmental Coordination within our Comprehensive Plan.

Wolf Branch Innovation District Implementation Plan

SEPTEMBER 20, 2019



Wolf Branch Innovation District

Investment in the WBID

- Utilities lines have been extended to the northeast corner of the intersection of Round Lake Road and State Road 46 in anticipation of development of the WBID
- Lines include:
 - 16" Water Line
 - 12" Sewer Line
 - 12" Reclaim Line
- Two forcemains located along State Road 46
- Master lift station at Round Lake Road

Investment	Cost	Source of Funds
Utility Line Extension	\$4.2 Million	State Revolving Fund (SRF) Loan
Lift Station Property	\$153,000	City Funds
Lift Station Construction Costs	\$2.3 Million	City Funds

JPA Benefits



1. Beneficial for the public to have local governments work together
 - a. Agreement on areas which can be annexed into our City
 - b. Agreement on service boundary of utilities
2. Establishes the City as the only utility provider within the JPA
 - a. Eliminates utility area disputes with other utility providers (Eustis, Tavares, and Apopka)
 - b. Prohibits private utility companies from being established within the JPA
3. Prohibits other jurisdictions from annexing land within the JPA
4. Allows the City to have input over the development of the JPA
5. Promotes Intergovernmental Coordination
 - a. Joint review of applications with the County
 - b. Agreement of how the area will be developed
 - c. Ensure compatibility between jurisdictions
6. Incorporating properties with existing Covenants to Annex
7. Implementation of the Wolf Branch Innovation District
8. Comprehensive Plan
 - a. Florida Statutes requires local governments to adopt a Comprehensive Plan to protect the **substantial investment in public facilities** that already exist and to **plan for and finance new facilities in a timely, orderly, and efficient manner.**
 - b. Multiple Goals, Objectives, and Policies promote Intergovernmental Coordination within our Comprehensive Plan.

MOUNT DORA COMPREHENSIVE PLAN 2045

Future Land Use Element

- **Policy 2.d.:** Control impacts on facilities and services through control of development densities and/or intensities as shown on the Future Land Use Map Series herein.
- **Map II-2a Future Land Use Map:** Adopted JPA boundaries areas for Lake and Orange

Conservation Element

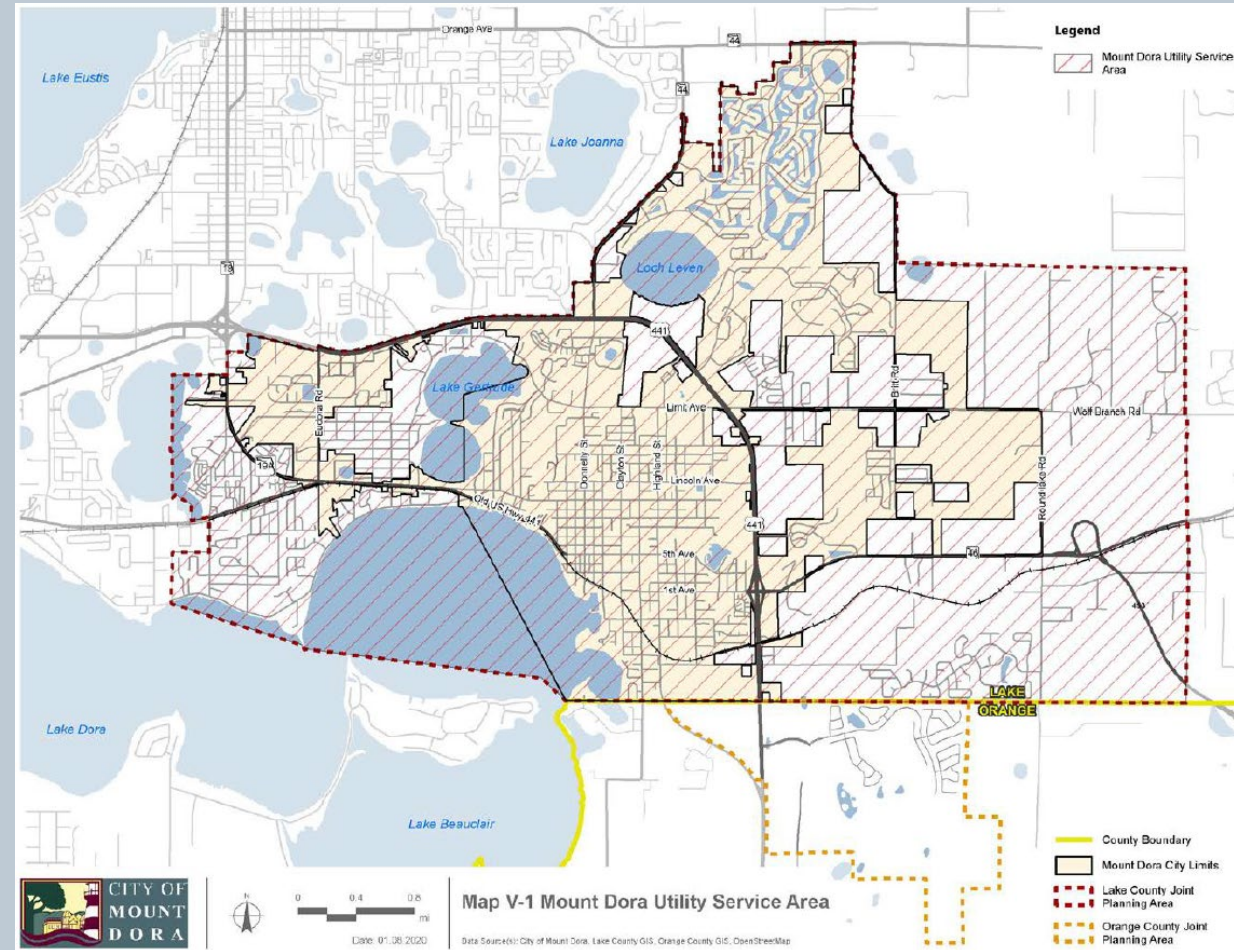
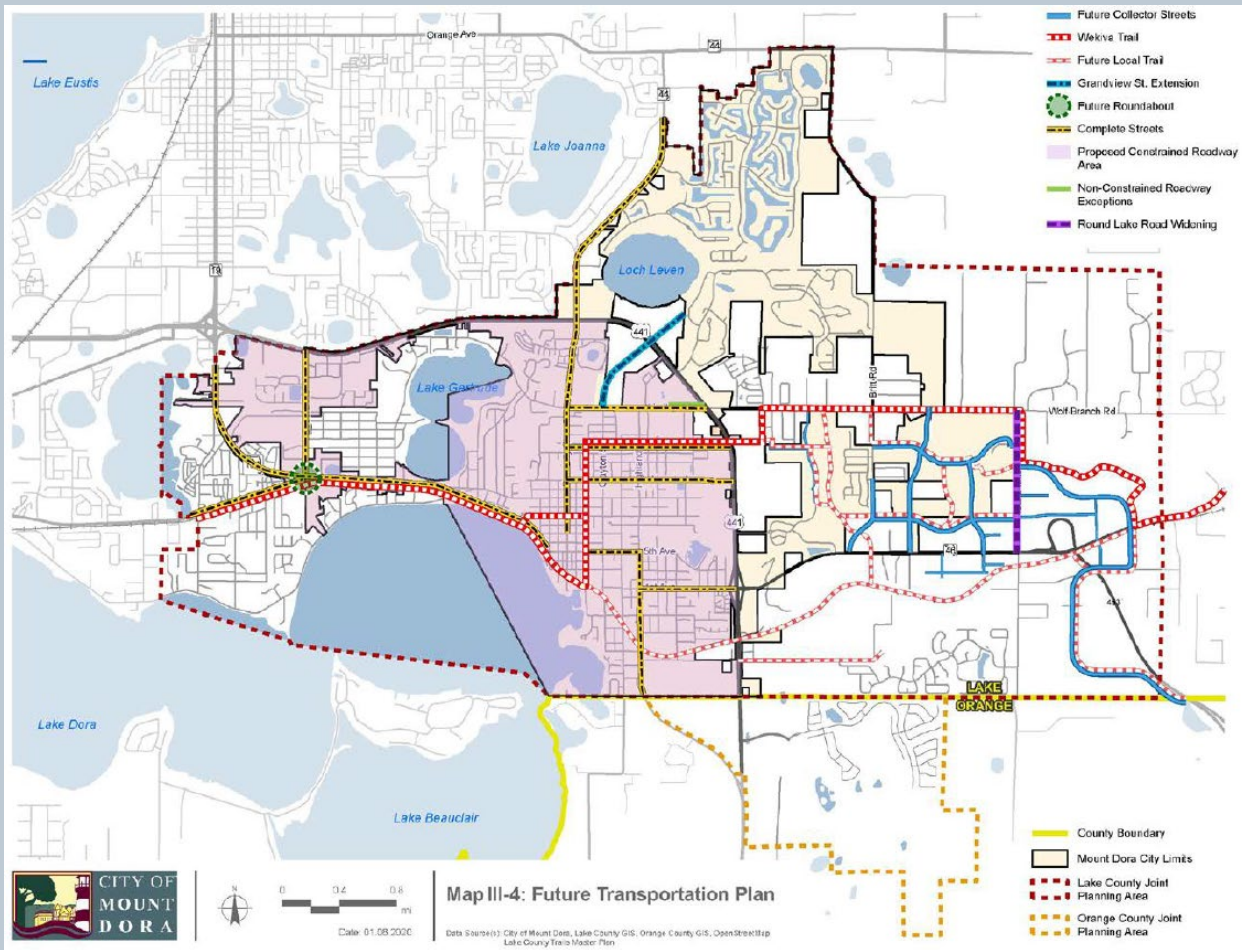
- **Policy 9. a.:** Through the Joint Planning Agreement with Orange and Lake Counties, continue to conduct development review that will include the protection of natural communities that cross jurisdictional lines.

Intergovernmental Coordination Element

- **Goal:** Ensure efficient use of planning resources through the coordination of all plan activities with other governmental agencies impacting or being impacted by planning activities of the City of Mount Dora.
- **Policy 2.g.:** Review and amend existing Interlocal agreements with surrounding jurisdictions to provide and accept input regarding anticipated development impacts for all land use and large-scale development activity that is anticipated to have cross-jurisdictional impact on environmentally sensitive lands or resources, public facility levels of service, or upon neighborhood stability.
- **Objective 3.:** Use interlocal agreements and contracts, urban service areas, and other means of cooperation that will most effectively provide the public with needed services and ensure more effective review of all new development.
- **Policy 3. b.:** Maintain and amend as needed, the joint planning agreement with Lake County. Issues shall be considered that ensure implementation of the agreements to the fullest extent possible and provided regular review of land development applications of mutual interest as standard procedure
- **Policy 3.c.:** Maintain and amend as needed, the joint planning agreement with Orange County. Issues shall be considered that ensure implementation of the agreements to the fullest extent possible and provided regular review of land development applications of mutual interest as standard procedure.
- **Policy 3. f.:** Require Lake County development within the City Service Area adopt the City level of service standards for public facilities.
- **Policy 7.a.:** Continue to enforce the provisions of the joint planning area agreements that require joint review of all facilities of County-wide significance including locally unwanted land uses such as solid waste disposal facilities.

Recreation And Open Space Element

- **Objective 3.:** The City shall coordinate with Lake County, Lake County School Board, and other public institutions for opportunities to achieve the adopted LOS standards.
- **Policy 3.a.:** The City shall actively pursue coordination with Lake County to ensure the County Future Land Use Map provides for areas to be reserved for Community and Neighborhood Parks in the Mount Dora-Lake County JPA area.



Future Transportation Map and Utility Service Area

Do we want any say in how this area is developed?

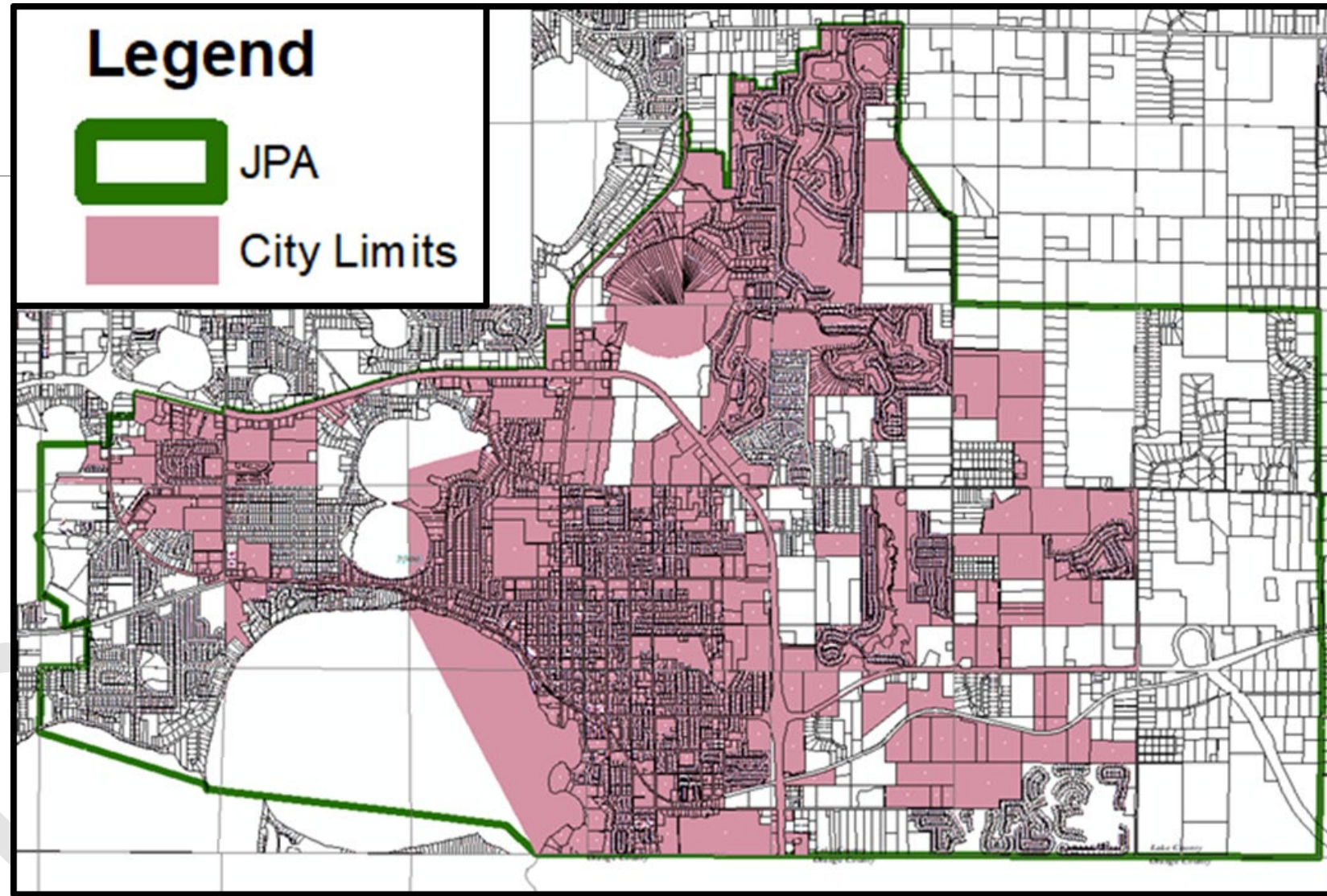
The City has used the JPA boundary of all of our long-range planning efforts.

Our Transportation, Utility, and Trail Plans all encompass the JPA area.

The City and the County jointly worked on the establishments of the Wolf Branch Innovation District.

Do we care if land within the area is annexed by another jurisdiction, such as Eustis or Tavares?

Do we care if land within this area is developed within the County by another utility provider, such as Apopka or a private provider?



Do we want any say in how this area is developed?

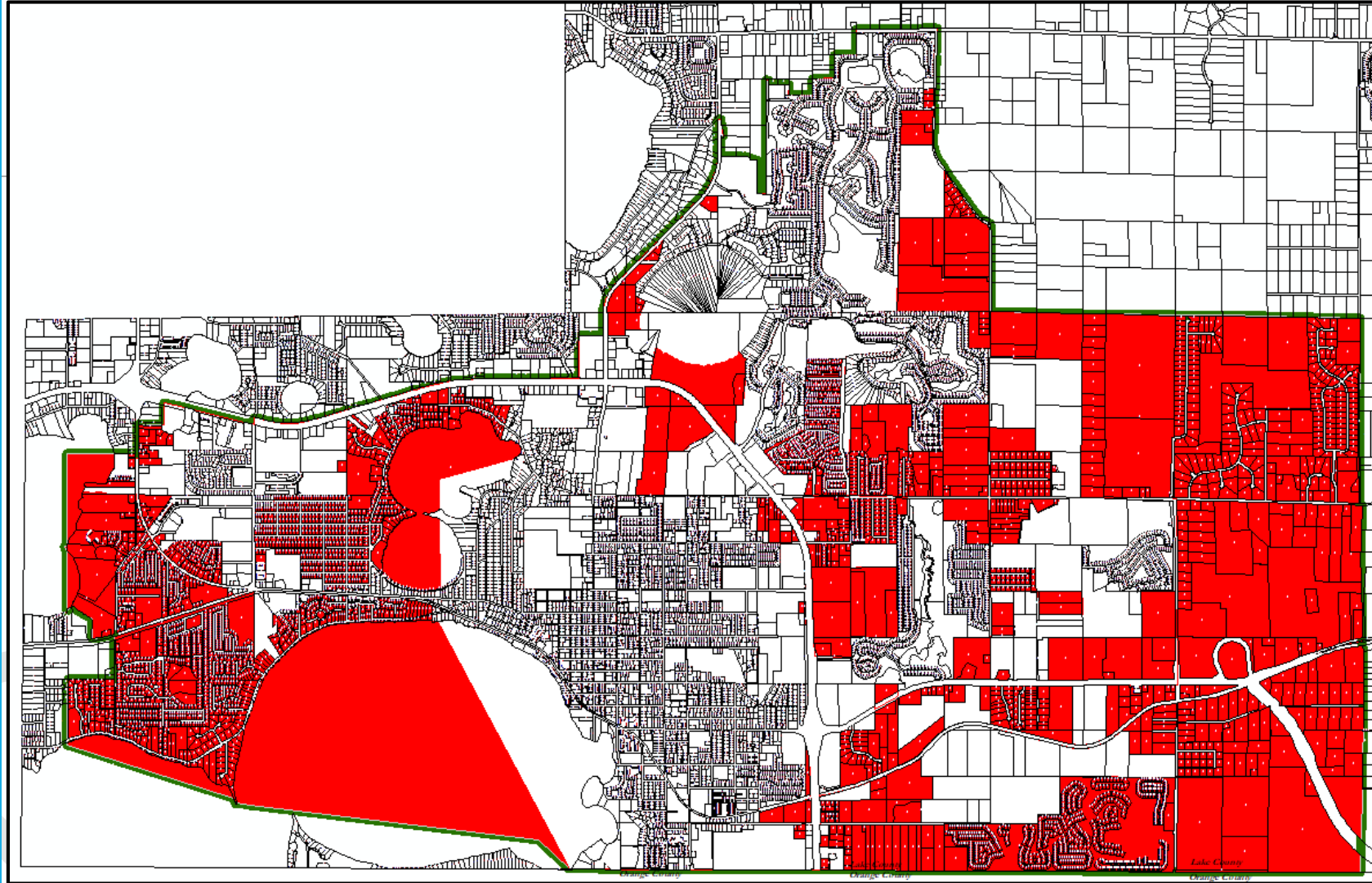
The City has used the JPA boundary of all of our long-range planning efforts.

Our Transportation, Utility, and Trail Plans all encompass the JPA area.

The City and the County jointly worked on the establishments of the Wolf Branch Innovation District.

Do we care if land within the area is annexed by another jurisdiction, such as Eustis or Tavares?

Do we care if land within this area is developed within the County by another utility provider, such as Apopka or a private provider?



Do we want any say in how this area is developed?

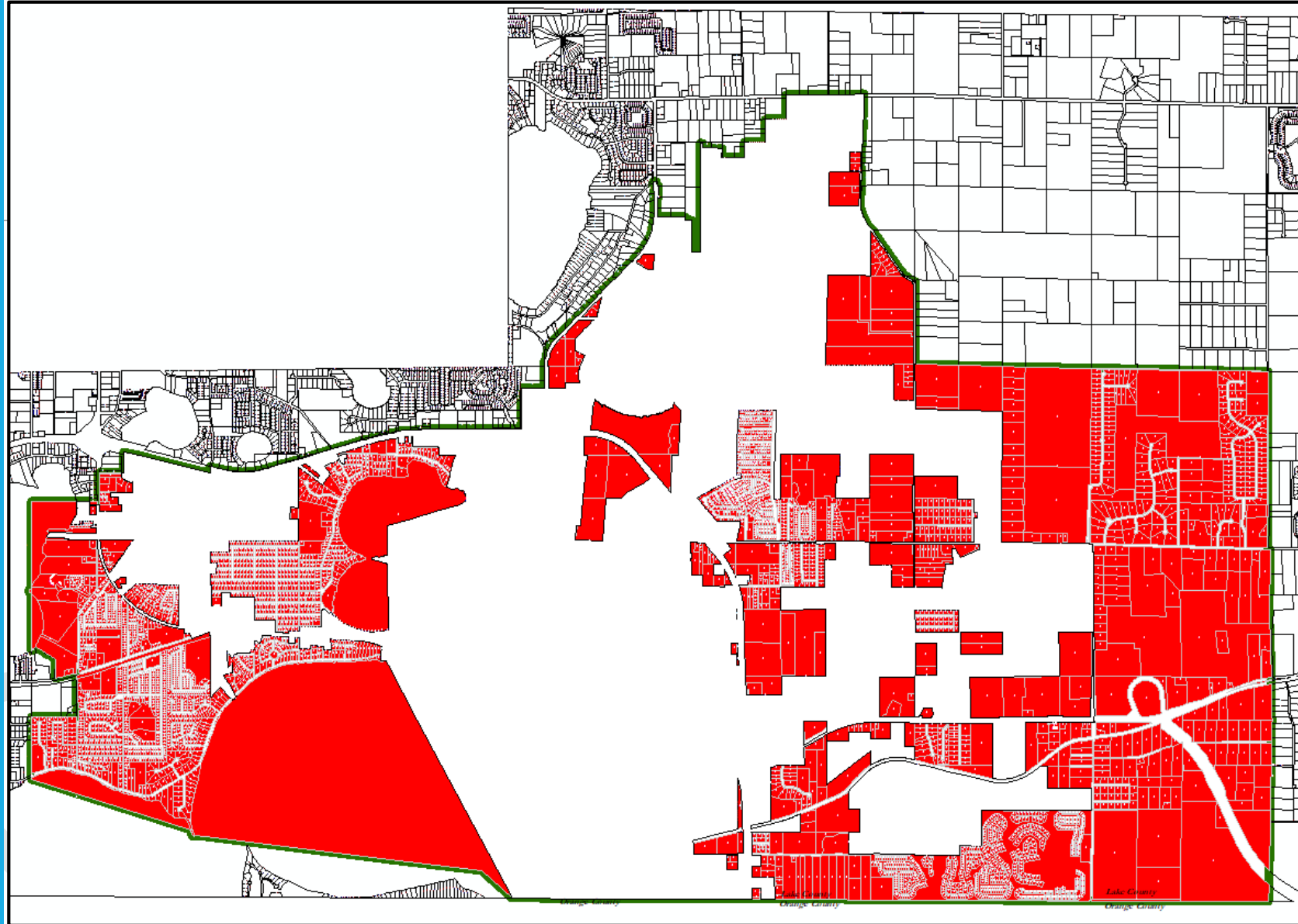
The City has used the JPA boundary of all of our long-range planning efforts.

Our Transportation, Utility, and Trail Plans all encompass the JPA area.

The City and the County jointly worked on the establishments of the Wolf Branch Innovation District.

Do we care if land within the area is annexed by another jurisdiction, such as Eustis or Tavares?

Do we care if land within this area is developed within the County by another utility provider, such as Apopka or a private provider?

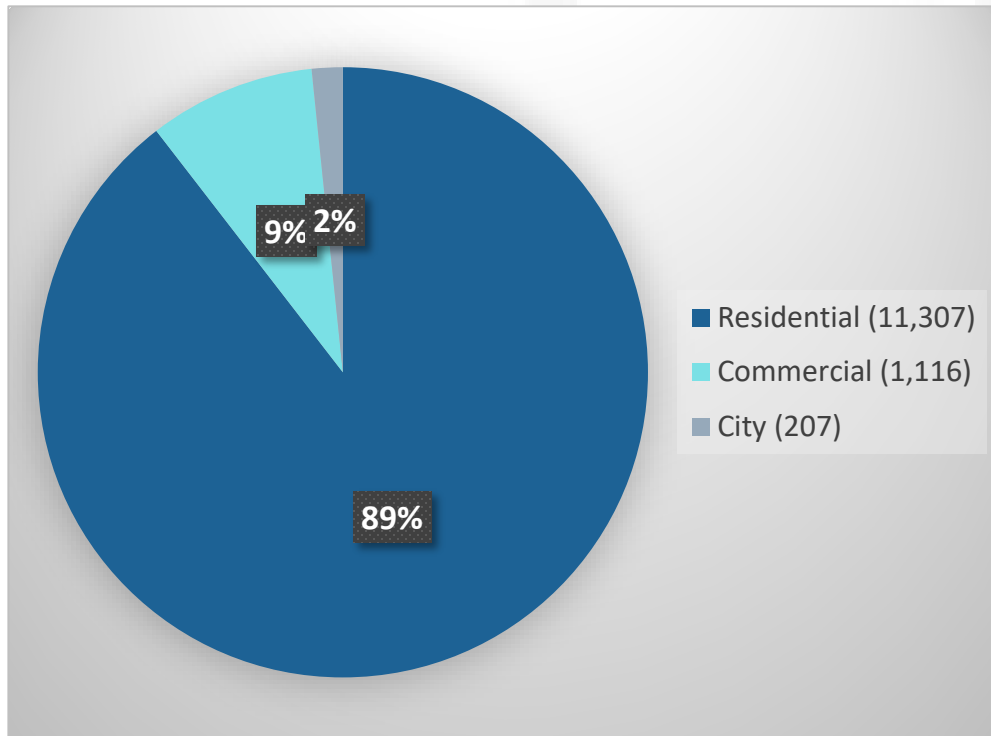


Total Customers: 12,630

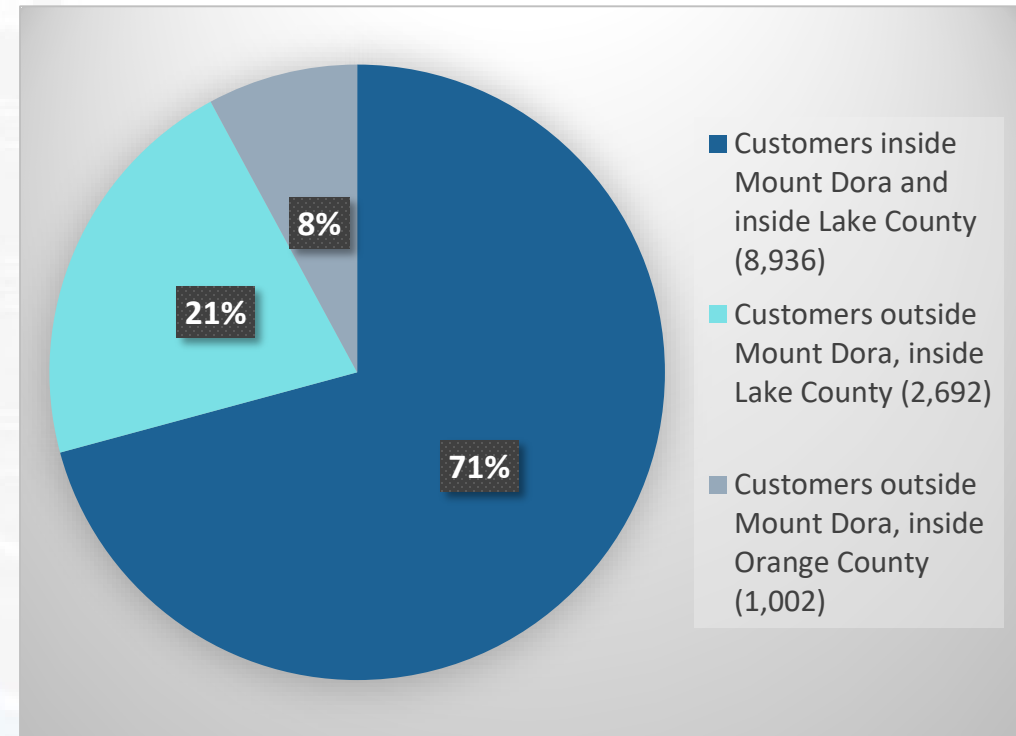
Lake County: 11,628 (92.1%)

Orange County: 1,002 (7.9%)

Customer breakdown:

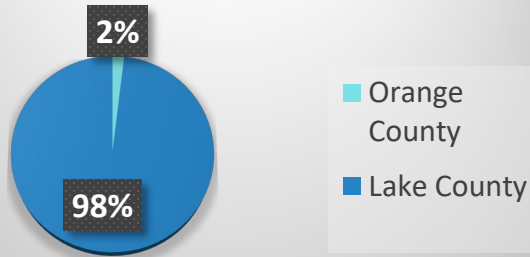


Where customers are located:

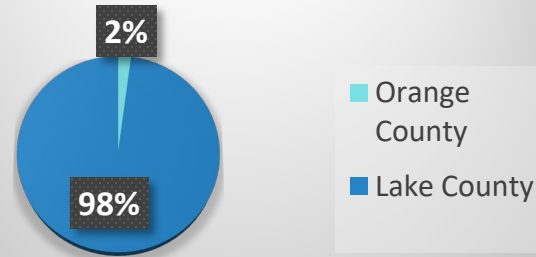


Utility Billing Commercial Vs Residential FY2019-2021

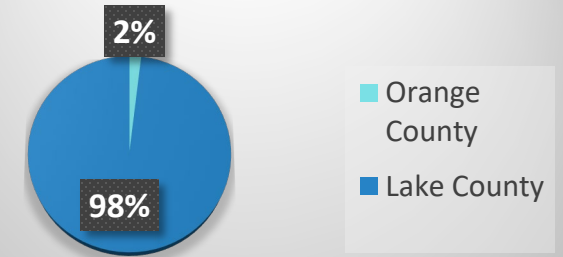
FY19-20 Commercial



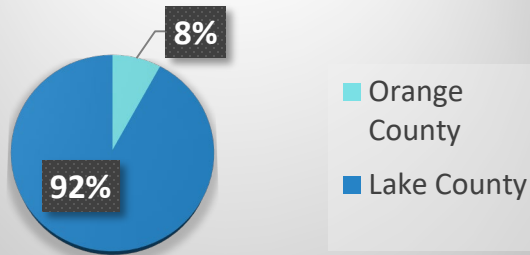
FY20-21 Commercial



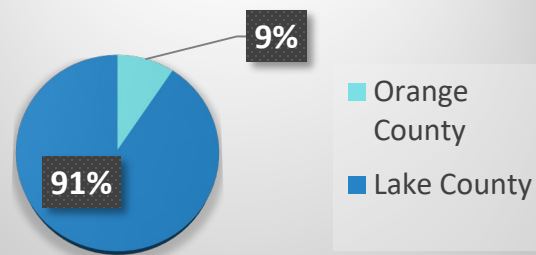
FY21-22 Commercial



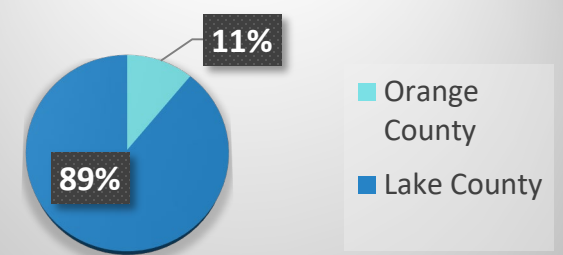
FY19-20 Residential



FY20-21 Residential



FY21-22 Residential

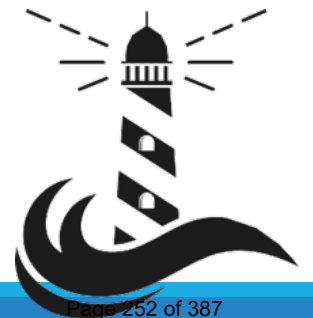


Important notes:

1. Outside city limit rates are 25% higher than inside city rates – this includes Lake County and Orange County
2. 10% of the Orange County customer revenue is then paid to Orange County for the Orange County Public Service Tax.
 1. OC Public Service Tax FY19-20: \$43,000
 2. OC Public Service Tax FY20-21: \$48,000
 3. OC Public Service Tax FY21-22: \$58,000



Feedback





CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
June 6, 2023, 6:00 PM
Mount Dora City Hall 510 N. Baker St., Mount Dora, FL
32757

CALL TO ORDER

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

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and the Pledge of Allegiance were led by Councilmember Bryant.

ROLL CALL

Members Present

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

Also Present

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

PRESENTATIONS

1. Construction Projects Update-Public Works Facility

Construction Manager Chet Cramer presented a PowerPoint to update Council on construction projects taking place within the City. The Public Works Building was the focus of the presentation. Rolfson question

2. Mount Dora Fun Fact

Mayor Stile presented information on the Mount Dora “castle” mansion.

3. Mount Dora Code Compliance Officer/Inspector Appreciation Week Proclamation

Mayor Stile read the proclamation into the record.

4. Juneteenth Proclamation

Mayor Stile read the proclamation into the record. She mentioned the City’s Juneteenth event at Cauley Lott Park.

5. LGBTQIA+ Pride Month Proclamation

Mayor Stile read the proclamation into the record.

PUBLIC COMMENT

James Homich, 621 East Fifth Avenue, spoke about council action regarding the Richland and Mount Dora Groves developments and City utilities. He cited portions of the City's Comprehensive Plan.

Jennifer Boyet, 1100 Golf Club Court, spoke about comments on social media posts.

Michel Middleton, 112 East Fifth Avenue, commented on the City's support for diversity.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH THE ADDITION OF TWO ITEMS: DISCUSSION OF THE CITY MANAGER, AND CONSENT ITEM NUMBER 6 ON THE REVISED AGENDA, REQUEST APPROVAL OF AMENDMENT 1 TO PIGGYBACK AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND RCM UTILITIES, INC.; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ADDED DISCUSSION ITEM

1. Discussion of City Manager

Mayor Stile yielded the gavel to Vice-mayor Crail.

Mayor Stile described her reasons for putting forth the motion. Councilmembers discussed adhering to the methods agreed upon at the May 16th meeting and further discussed at the May 22nd Special Meeting. The methods of procedure were clarified. An update on Human Resources involvement was provided by Councilmember Dawson. Further discussion ensued about which resources were available from the Florida League of Cities.

Mayor Stile responded to Councilmembers comments. She reviewed elements of the response provided by the City Manager.

Vice-mayor Crail opened public comment.

Chuck Deffes, 326 East Seventh Avenue, stated a serious problem needs to be resolved and urged the City not to linger over a solution.

James Homich, 621 East Fifth Avenue, spoke about his experience with the City when it was under similar turmoil twenty years ago.

Vice-mayor Crail closed public comment.

***MOTION BY MAYOR STILE FOR THE TERMINATION OF THE CITY MANAGER;
COUNCILMEMBER WALKER SECONDED THE MOTION FOR PURPOSES OF
DISCUSSION. MOTION FAILED BY A 1-6 VOTE.***

YES Stile

NO Cataldo
 Rolfson
 Dawson
 Walker
 Bryant
 Crail

Rolfson requested Human Resources expedite the process.

Human Resources Interim Director Kim Helfant updated Councilmembers on timeline for the gathering of information taking place.

CONSENT AGENDA

1. Request Approval of Task Authorization with Faden Builders for Restoration of Simpson Farmhouse Windows and Front Door
2. Request Approval of Task Authorization #6 Authorizing Underground Conduit Installation with Bellmore Enterprises Incorporated for Grantham Point Underground Upgrade Project
3. Request Approval of the Amendment 1 to the Pole Attachment Agreement with Summit Broadband
4. Request Approval of Meeting Minutes
 - May 9, 2023, County Club of Mount Dora Public Meeting Minutes
 - May 16, 2023, City Council Regular Session Minutes
5. Request Approval of Amendment 1 to the Lake County Water Authority Grant Agreement Dated May 4, 2021
- * 6. Request Approval of Amendment 1 to Piggyback Agreement Between the City of Mount Dora and RCM Utilities, Inc.
****Added Consent Agenda Item***

***MOTION BY COUNCILMEMBER WALKER TO APPROVE THE CONSENT AGENDA
WITH THE ADDITION OF CONSENT AGENDA ITEM 6, REQUEST APPROVAL OF
AMENDMENT ONE TO THE PIGGYBACK AGREEMENT BETWEEN THE CITY OF***

MOUNT DORA AND RCM UTILITIES; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of 2nd Amendment to the Mount Dora and Lake County Joint Planning Agreement (JPA)

City of Mount Dora Senior Planner Michele Janiszewski reviewed the history of the JPA. City Attorney Sutphen pointed out one change that had taken place since the workshop on May 22nd.

City Attorney Sutphen, Councilmembers, and staff discussed opinions regarding the City's requirements or rights of refusal to provide water and sewer to certain territories, especially as it relates to the Comprehensive Plan and sewer capacities. Also discussed were the advantages and purposes of a JPA and the effects of the timing of enacting such an agreement. The accurate assessment of sewer capacity was discussed, as was the timeframe for adoption by both parties, and what that timeframe allows.

Mayor Stile opened public comment.

James Homich, 621 East Fifth Avenue, spoke about emails he sent to Council and staff about case law and the JPA., and questioned the value of the JPA.

Chuck Deffes, 326 East Seventh Avenue, referred to a past mayor's warning about the City being at capacity.

Dr. Christine King Harris, 402 Jackson Avenue, spoke about the direction of development in the City.

Mayor Stile closed public comment.

Councilmember Bryant suggested two motions related to the two recommendations in the memo.

Public Works Director George Marek spoke with Councilmembers about sewer capacity.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE SECOND AMENDMENT TO THE MOUNT DORA AND LAKE COUNTY JOINT PLANNING AGREEMENT AND TO AUTHORIZE THE MAYOR TO EXECUTE THE DOCUMENT ON BEHALF OF THE CITY AND FORWARD TO LAKE COUNTY BOARD OF COUNTY COMMISSIONERS; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED 6-1 BY A ROLL CALL VOTE.

YES Rolfson
Dawson
Walker
Bryant
Crail
Stile

NO Cataldo

Mayor Stile adjourned for a recess at 8:49 p.m.

Mayor Stile called the meeting back to order at 9:00 p.m.

Councilmembers discussed the importance of the City proceeding wisely in its actions concerning the JPA, and considered the City Manager's recommendation to consult outside legal counsel. Choices for outside counsel were discussed. Councilmember Bryant volunteered to participate.

MOTION BY COUNCILMEMBER BRYANT TO HAVE THE CITY MANAGER AND THE CITY ATTORNEY VISIT WITH DR. LEVEY AND EXPLAIN THE DISCUSSION THAT OCCURRED AT THIS MEETING AND CRAFT THE QUESTION OR QUESTIONS THAT COUNCIL IS PARTICULARLY CONCERNED ABOUT FOR SECURING A THIRD PARTY COUNSEL TO RENDER AN OPINION, AND THAT THE ATTORNEY PROVIDE A QUOTE FOR COSTS; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Bryant
Crail
Cataldo
Rolfson
Dawson
Walker
Stile

NO None

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request approval of Second-First Reading of **Ordinance No. 2023-06**, Amendment to Chapter 42 of the Mount Dora Code of Ordinances to allow Golf Carts on Certain City Streets.

Ms. 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.

City staff described the latest version of the ordinance and the changes that had taken place since its prior reading. Facts were clarified regarding regulations applying to the Country Club of Mount Dora and for the use of light bars. The section regarding light bars would be clarified upon the second second reading. Registration fees have been adjusted. A sunset clause was suggested.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE SECOND FIRST READING OF ORDINANCE NO. 2023-06, AMENDMENT TO CHAPTER 42 OF THE MOUNT DORA CODE OF ORDINANCES TO ALLOW GOLF CARTS ON CERTAIN CITY STREETS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile

NO None

2. Request approval of First Reading of **Ordinance No. 2023-10**, Amendment to Section 3.5 of the Land Development Code for model homes

Ms. Sutphen read Ordinance No. 2023-10, Amendment to Section 3.5 of the Land Development Code for Model Homes, by title only.

ORDINANCE NO: 2023-10

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE RELATED TO TEMPORARY SALES OFFICES AND MODEL HOMES IN NEW DEVELOPMENTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER III, ZONING REGULATIONS, SECTION 3.5, SUPPLEMENTAL REGULATIONS;

PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Janiszewski gave an overview of the ordinance, which revised processes and procedures for model homes and noted staff recommends approval as presented. The purpose of the amendment was discussed.

Mayor Stile opened public comment.

Christine King Harris, 625 Jackson Avenue, pointed out blueprints or plans are copyrighted, which can lead to a limit.

Mayor Stile closed public comment.

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-10, AMENDMENT TO SECTION 3.5 OF THE LAND DEVELOPMENT CODE FOR MODEL HOMES AND LIMIT THE NUMBER OF MODEL HOMES PER PHASE TO NO MORE THAN FOUR; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Crail
Dawson
Cataldo
Rolfson
Walker
Bryant
Stile

NO None

3. Request Adoption of **Resolution No. 2023-19**, Adoption of Public Art Master Plan

Ms. Sutphen read Resolution No. 2023-19 by title only.

RESOLUTION NO. 2023-19

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA,
PERTAINING TO THE PUBLIC ART MASTER PLAN;
PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR ADOPTION OF THE PLAN; PROVIDING
AUTHORIZATION FOR IMPLEMENTING ADMINISTRATIVE

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

Cultural and Special Events Manager Chris Carson explained how the Master Plan was put together. He introduced Public Arts Commission Chairman Thomas Decker and Vice-chair Harlow Middleton, 699 East Fifth Avenue, urged Council to adopt the plan, and spoke of its importance to the Public Arts Commission. Mr. Middleton spoke about the challenges of funding public art.

Councilmembers discussed the value of the plan. Mr. Carson commended the Public Arts Commission for their accomplishments up until this point.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO 2023-19, ADOPTION OF THE PUBLIC ART MASTER PLAN; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile

NO None

CITY MANAGER'S REPORT

City Manager Comiskey introduced the City's new Fire Chief, Joseph Hightower. He directed Council's attention to the attachments noting emergency purchases (Attached to the minutes as Exhibit A). He mentioned two items would be added to the agenda for the Budget Workshop on June 12th. He commended the job performance of his executive assistant.

CITY ATTORNEY'S REPORT

A mediation date for the AMCO Development has been set for the end of the month. City Attorney Sutphen explained how the process would take place.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson will Zoom in for the June 20th meeting..

Councilmember Walker congratulated the Home Rule Hero Award winners. He welcomed Chief Hightower and commended Deputy Chief Loewer, and invited all present to the Juneteenth celebration on June 17th at Cauley Lott Park

Councilmember Cataldo mentioned the hiring of the arborist, the Tree Committee, and the establishment of an employee grievance Standard Operating Procedure, especially

concerning managers. Mr. Cataldo requested the City Manager and City Attorney work on the procedure together.

Councilmember Dawson mentioned he would be attending the Institute for Municipal Officials. He also spoke about the Lake County Pride event on June 17th,

Vice-mayor Crail congratulated the Home Rule Heroes. He welcomed Chief Hightower and thanked Deputy Chief Loewer. He spoke with the City Manager about the Tree Committee and the City Manager's decision to use the Friends of the Environment to fulfill that function while working with City staff. He clarified the City's fire monitoring situation. City buildings are being monitored and the City Attorney is working on an agreement with monitoring company.

Mayor Stile mentioned the Juneteenth celebration, welcomed Chief Hightower, and thanked City employees.

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

There being no further business for discussion, Mayor Stile adjourned the meeting at approximately 10:31 p.m.

EXHIBIT A

1. Invoice Info
2. Approval
Awaiting Approval From: N/A

Notice: This invoice has been paid. You may only edit the 1099, Approval List and the Notes fields.

Vendor Code: 100562
Bank Code: 50
Journalized: Yes
Status: Paid
Reference #: 206892

Vendor Info... Name: RCM UTILITIES, LLC

Purchasing Card Info...
Tax Payment Info...

Invoice Details

Invoice #: 7792
Desc: EMERGENCY REPAIR TO SEWER LINE ESTIMATE 3599 2/23/23

Notes...

Invoice Date: 03/10/2023
Post Date: 03/27/2023
☐ 1099
☐ Separate Check

PO #: View
Expected Ck Run: 03/30/2023
Due Date: 04/09/2023
☐ Hold
Check Memo:

23-
Pay By: ACH Transaction
Amount: \$18,396.50
☒ Approval List
☐ Flag As Asset
View Linked Asset

Type: GL # Based
Approval Dept: UTIL
Contract:

GL Number	Item Description	Amount	Enc	
421-1950-536.46-01	REPAIR & MAINT SERVICES	18,396.50000	E	I

Amt Paid: \$18,396.50
Date: 04/14/2023
Check: 13539

Balance To Apply: \$0.00

EXHIBIT A

Vedder, Ley

From: Kramm, Josh
Sent: Monday, March 27, 2023 9:04 AM
To: Vedder, Ley
Subject: FW: Waster water plant #1 Broken Sewer main

Ley ,
This is all I have but it is where everyone was notified

From: Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>
Sent: Wednesday, February 22, 2023 11:27 AM
To: Kramm, Josh <krammj@ci.mount-dora.fl.us>; Barton, Aneta <bartona@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>
Cc: Millikin, William <MillikinW@ci.mount-dora.fl.us>
Subject: RE: Waster water plant #1 Broken Sewer main

Thanks for the info Josh.

From: Kramm, Josh <krammj@ci.mount-dora.fl.us>
Sent: Wednesday, February 22, 2023 10:19 AM
To: Barton, Aneta <bartona@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>; Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>
Cc: Millikin, William <MillikinW@ci.mount-dora.fl.us>
Subject: Waster water plant #1 Broken Sewer main

Good Morning,

We have a 8" gravity sewer main from the shopping center on the east side of WWTP#1 that enters the main manhole inside WWTP#1. We were notified last night of standing water near the manhole by the contractor working on site and after inspection we have a good depression to the east of the manhole and a blockage in the main when the blockage was cleared the standing water resided. With that said we know we have a main issue and the manhole and main are 10' + deep with ground water the location of the possible damage is too far into the main for the push camera and without the camera truck we have no idea what we are looking at.

Bill is going to have RCM do a video inspection of the line thru the continuing service contract and then we will have a better idea of what we have and can get a quote for the repair with the depth, lack of manpower and groundwater it is out of our ability's at this time we might need to run with the service contract.

As soon as I get more information I will get it passed along for an update.



Joshua P Kramm
Water / Waste Water Utility Line Manager

T: (352) 735-7151 Ext. 1828 (Office)
E: krammj@cityofmountdora.com (Email)

City of Mount Dora

RCM UTILITIES, LLC
100 W. MILLS AVE
EUSTIS, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com

EXHIBIT A



Estimate

ADDRESS

City of Mount Dora
Attn: Account Payable
510 N. Baker St.
Mount Dora, FL 32757

ESTIMATE # 3599
DATE 02/23/2023
EXPIRATION DATE 03/23/2023

JOB NAME

WWTP #1 Gravity Line

DESCRIPTION

AMOUNT

RCM Utilities to supply all labor, materials, and equipment for the following scope of work: 18,396.50

-Setup well points and dewatering around the manhole.

-Plug the effected 8" gravity main, excavate main, setup trenching and shoring.

-Cut out the broken clay sewer pipe, install ferncos and new 8" pvc gravity main in it's place.

-Site restoration to include backfill and compacting only. Any trees that need to be removed will not be replaced.

NOTES

-During the time of this work, the gym lift station will have be shutdown. Any and all bypassing for this lift station to be done by others,

-This estimate is for known conditions, anything outside of this scope will be billed as time and materials.

Charlie Smith
Service Manager
352-638-5245

SUBTOTAL 18,396.50
TAX 0.00
TOTAL **\$18,396.50**

Accepted By

Accepted Date

EXHIBIT A

RCM UTILITIES, LLC

100 W. MILLS AVE
EUSTIS, FL 32726
billing@rcmutilities.com



INVOICE

BILL TO
City of Mount Dora
Attn: Account Payable
510 N. Baker St.
Mount Dora, FL 32757

INVOICE 7792
DATE 03/10/2023
TERMS Net 30
DUE DATE 04/09/2023

JOB NAME
WWTP #1 Gravity Line

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/09/2023	Service Work	Labor, materials, and equipment to setup well points and dewatering around the manhole. Plug the effected 8" gravity main, excavate main, setup trenching and shoring. Cut out the broken clay sewer pipe, install ferncos and new 8" pvc gravity main in it's place. Site restoration to include backfill and compacting only as per estimate #3599 dated 02/23/2023	1	18,396.50	18,396.50
SUBTOTAL					18,396.50
TAX					0.00
TOTAL					18,396.50
BALANCE DUE					\$18,396.50

EXHIBIT A

From: [Comiskey, Patrick](#)
To: [Kramm, Josh](#); [Barton, Aneta](#); [Douglas, Marilyn](#); [Marek, George](#)
Subject: RE: WWTP#1 Emergency sewer repair
Date: Tuesday, February 28, 2023 6:28:02 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Gang,

I am in favor if Marilyn has approved the process and the vendor.

-Patrick

From: Kramm, Josh <krammj@ci.mount-dora.fl.us>
Sent: Monday, February 27, 2023 1:14 PM
To: Barton, Aneta <bartona@ci.mount-dora.fl.us>; Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>; Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>
Subject: WWTP#1 Emergency sewer repair

Good Afternoon,

We had a pipe lining company come out to WWTP#1 to look at the section of damage main I sent the e mail out last week on. When they arrived on site the upstream manhole was backed up and not flowing when the collections crew tried to open it they just had dirt come back and almost had the cleaner head stuck. I don't see any option but to get RCM out to do the emergency repair we can't take the chance on this impacting the manhole in the plant and affecting all of the plant operations.

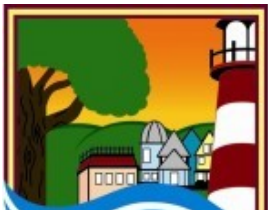
I attached the quote from RCM for the project.



Joshua P Kramm
Water / Waste Water Utility Line Manager

T: (352) 735-7151 Ext. 1828 (Office)
E: krammj@cityofmountdora.com (Email)

City of Mount Dora
900 North Donnelly Street
Mount Dora, FL 32757



CITY
MOUNT
DORA

510 N Baker St
Mount Dora, Florida 32757
Phone: (352) 735-7176 Fax: (352) 735-1406
Email: purchasing@cityofmoundora.com

PURCHASE ORDER

NO.: 23-00598
DATE: 04/03/23
VENDOR NO.: 100032

EXHIBIT A

Issued To:

EMERALD TRANSFORMER INC.
4509 STATE HWY 83
DEFUNIAK SPRINGS FL 32433

Ship To:

ELECTRIC INVENTORY
SHAWN VAN SCOY
1501 ROBIE AVENUE
Mount Dora, FL 32757

PO Description: EMERGENCY ORDER - TRANSFORMERS - OAKS DORA LANDINGS

Quantity	Unit	Description	Unit Cost	Amount
3	EA	TRX: PAD- 25 KVA 1-PH [120/240]	\$6,541.26	\$19,623.77

285-084-00003
410-0000-141.00-01

TOTAL: \$19,623.77

Notes: PRICING BASED FROM QUOTE RECEIVED VIA STEVE RICKE, EMERALD TRANSFORMER - SALES REPRESENTATIVE

SHIPPING COST WAS FACTORED AND CALCULATED INTO THE UNIT PRICING TO CAPTURE TOTAL COST, BRINGING THE L PRICE TO \$6,541.25666 PER UNIT X 3 UNITS = \$19,623.77.

QUOTE AS PROVIDED HAD \$5,700.00 PER UNIT X 3 UNITS WITH A SEPARATE LINE FOR SHIPPING COST AT 1 UNIT OF \$252 TOTAL AMOUNT OF QUOTE BEING \$19,623.77

LINE 1: STOCK SINGLE PHASE PADMOUNT 25 KVA
CODE: SFSRCPD1P25
HV: 12470GRDY/7200 (95 KV BIL)
LV: 240/120 (30 KV BIL)
65 DEGREE C RISE, 60 HERTZ
ANSI TYPE 2
NO TAPS
LOOP FEED
(2)DEAD FRONT WELLS & 15 KV INSERTS
(3)4 HOLE SPADE
BAYONET FUSING
NON-PCB MINERAL OIL (ONAN)
- PRESSURE RELIEF VALVE

The Purchase Order Number MUST appear on all Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or cancel this Purchase Order or any part thereof without recourse from the vendor shown. This Purchase Order is void 180 days after the listed delivery date above unless extended by written permission of the City.


Authorized Signature

EXHIBIT A



**CITY OF
MOUNT
DORA**

Electric Utility Department
900 N. Donnelly St.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

DATE: *March*
April 29, 2023

TO: Patrick Comiskey - City Manager

FROM: Steve Langley - Electric Utility Director

Through: Wayne Zimmerman - Deputy Electric Utility Director

RE: **Emergency Purchase Request**
Electric Utility Distribution Transformers

This request is for issue of emergency purchase order for Electric Utility Distribution Transformers to Emerald Transformer. Transformers are used to provide the customers of Mount Dora electrical power in a safe and reliable manner. Reserve inventory of these devices is critical to restore power in the event of inadvertent failure, physical, or weather related damage. Per the Purchasing Policy, emergency purchases are allowed if there is a threat to the public welfare. Without this purchase, there is definitely that threat as these transformers are needed to restore power in the event of a failure and allow underground projects to continue as planned.

Gresco Utility Supply, and transformer manufacturer, ERMCO along with other manufacturers continue to be severely impacted by supply chain disruptions. Availability of single-phase pad mounts used for new residential development has been extremely limited.

City warehouse and electric staff have identified that Emerald Transformer has entered into the new transformer manufacturing business and producing a new single phase transformer with equivalent equipment specification. This request is to purchase three (3) transformers with immediate priority for two (2) units at the Oaks of Dora Landing development, and one (1) to replenish stock and planned 2023 projects.

Approved:

Steven G.
Langley

Digitally signed by
Steven G. Langley
Date: 2023.03.30
11:22:26 -04'00'

Steven G; Langley
Electric Utility Director


Patrick Comiskey
City Manager

Attachments:

- a. *Emerald Transformer Quotation*

EXHIBIT A



Quote Number: 00002988

Date: 3/27/2023

Dear Wayne,

Thank you for considering Emerald Transformer for your oil-filled electrical equipment service needs. Emerald Transformer offers you a broad spectrum of services for transformers, regulators, reclosers, control panels and other ancillary equipment. With our five fully approved PCB commercial storage facilities, we are prepared to dispose of PCB contaminated equipment and remove PCB's from contaminated oil. With over fifty years of experience and a nationwide presence, Emerald Transformer is the most comprehensive and experienced choice for electrical equipment service needs.

Our services include:

- Transformer, Regulator, and Recloser Refurbishment and Repair
- Oil-filled Electrical Equipment Sales
- Transformer Equipment Decommissioning
- PCB Disposal
- Oil Processing and Laboratory Analysis
- Transformer and Equipment Parts
- Field Decommissioning
- Field Technical Services

We appreciate your consideration for this opportunity. If you have any questions regarding this proposal, please contact me at .

Sincerely,

Steve Ricke
sricke@emeraldtransformer.com
Sales & Business Development Representative

EXHIBIT A

**Bill To:**

Wayne Zimmerman
zimmermanw@cityofmoundora.com
City of Mount Dora
PO Box 176
Mount Dora, FL 32756-0176

Ship To:

City of Mount Dora
900 North Donnelly Street
Mount Dora, FL 32756-0176

Product Name	Code	Sale Price	Quantity	Total Price
Stock Single Phase Padmount 25 KVA	SFSRCPD1P25	5700.00	3.00	17100.00

HV: 12470GRDY/7200 (95 KV BIL)

LV: 240/120 (30 KV BIL)

65 Degree C Rise, 60 Hertz

ANSI Type 2

No Taps

Loop Feed

(2)Dead Front Wells & 15 kV Inserts

(3)4 Hole Spade

Bayonet Fusing

Non-PCB Mineral Oil (ONAN)

- Pressure Relief Valve

Transportation	Per Trip	2523.77	1.00	2523.77
----------------	----------	---------	------	---------

Please note, due to the volatility in the market freight rates are not guaranteed. The rate provided in an estimate, and actual freight will be determined at the time of shipment.

Grand Total: \$19,624

Sales Tax: Taxes will be added for product delivered to or picked up by customers unless a tax exempt or resale certificate is provided with purchase order.

FOB: Destination | Shipping & Handling: Additional | Shipment: 10-12 Weeks ARO |
Warranty: 5 Years

7850 Collin McKinney Pkwy, Suite 200 | McKinney, TX 75070 | 800.908.8800 phone |
www.emeraldtransformer.com

EXHIBIT A



GENERAL CONDITIONS AND PROJECT ASSUMPTIONS

Except where superseded by an existing agreement, the following terms and conditions apply to this quoted business:

- Emerald Transformer guarantees rates are firm for 30 days.
- Transportation costs, unless listed as a separate item, are included in repair pricing at current market prices. A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice.
- Due to volatility in the market, freight rates are not guaranteed. The rate provided is an estimate and actual freight will be determined at time of shipment. Pricing for disposal of transformers is based on all the internal components being in place when Emerald Transformer receives the unit.
- If the customer cancels an order, the customer may incur cancellation and restocking fees. If the customer cancels a scheduled pickup with less than 48 hours' notice, the customer may incur cancellation and restocking fees.
- Where modifications to the original transformer specifications become necessary, Emerald Transformer will obtain customer authorization for such modifications and a revised quoted price to fulfill order.
- Standard transformer repair pricing includes initial evaluation, new gaskets; PRV's, new mineral oil, paint and decals per customer specifications. Additional Parts not covered under the repair details will be priced on a case-by-case basis.
- If the customer decides not to proceed with repair estimates, the units will be scrapped at no charge and no scrap payback due to labor and materials used in evaluation and estimate process.
- Pricing, unless otherwise reflected, does not include transportation or offloading fees at the customer site. All rigging and removal from the truck/trailer is the responsibility of the customer. The customer is also responsible for loading the truck/ trailer when returning equipment.
- All units not nameplated as "Non-PCB" or not having current testing data (within 1 year) will incur a standard testing fee charge of \$30.00 per unit.
- Emerald Transformer standard credit terms are Net 30 days.
- Interest will be charged at 1.5% per month or the maximum allowable by law for all past due amounts.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions which are reflective of the work contemplated and an equitable distribution of the risks involved therein. If such an agreement cannot be reached, Emerald Transformer reserves the right to decline to enter into such an agreement without prejudice or penalty.
- Units quoted are subject to prior sale

EXHIBIT A



For order processing to proceed we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number.

Signed: _____

Date: _____

Purchase Order Number: _____

EXHIBIT A



STANDARD LIMITED WARRANTY

Standard Limited Warranty: Subject to the limitations set forth herein, Emerald Transformer warrants that all equipment, of any make or type, that has been serviced by an Emerald Transformer facility and that has been in normal use and undergone normal service ("Covered Equipment"), will be free from defects in material (excluding customer supplied materials) and workmanship for a period of five (5) years from the date of delivery of the equipment by Emerald Transformer to the customer (the "Warranty").

Upon receipt of a warranty claim with respect to Covered Equipment, Emerald Transformer will perform a warranty analysis to determine whether the cause of the Covered Equipment's failure is covered under the terms of this Warranty. Emerald Transformer is not responsible for any repairs to or alterations of the Covered Equipment made by anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer. If requested by Emerald Transformer, the customer shall promptly return the Covered Equipment to Emerald Transformer, freight prepaid, prior to any warranty analysis or attempted repair of the Covered Equipment. Emerald Transformer is not responsible for loss of or damage to the Covered Equipment in transit. Emerald Transformer's obligations under this Warranty are limited to, at its sole option, replacing, repairing or refunding the total amount paid by the customer to Emerald Transformer in connection with the Covered Equipment confirmed to be defective and covered under the terms of this Warranty by Emerald Transformer. Emerald Transformer is not responsible for replacing any paint or finish on the Covered Equipment that did not originate from an Emerald Transformer facility.

Notwithstanding anything to the contrary herein, this Warranty does not apply to damage to the Covered Equipment caused by:

- a. Acts of God, including, but not limited to, lightning, tornadoes, hurricanes, floods, or other natural occurrences;
- b. normal wear and tear, abnormal conditions of use, improper installation or maintenance, accident, neglect or misuse; or
- c. the supply of defective parts by, or improper repairs made by, anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer.

Liability Limitations: THIS WARRANTY IS THE SOLE WARRANTY PROVIDED BY EMERALD TRANSFORMER. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY EXCLUDED.

NO EMPLOYEE, AGENT OR DISTRIBUTOR OF EMERALD TRANSFORMER HAS ANY AUTHORITY, EXPRESSED OR IMPLIED, TO CHANGE OR EXPAND THE TERMS OF THIS WARRANTY, OR TO BIND EMERALD TRANSFORMER TO ANY WARRANTY TERMS OTHER THAN THE TERMS SPECIFICALLY SET FORTH HEREIN.

THIS WARRANTY MAY BE ASSERTED ONLY BY THE CUSTOMER, AND NOT BY THE CUSTOMER'S CUSTOMERS OR THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL EMERALD TRANSFORMER BE LIABLE FOR LIQUIDATED DAMAGES OR FOR COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION. THE AGGREGATE TOTAL LIABILITY OF EMERALD TRANSFORMER IN CONNECTION WITH THE PERFORMANCE OF THIS WARRANTY SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO EMERALD TRANSFORMER IN CONNECTION WITH THE COVERED EQUIPMENT.

REV AUG 2020 TWR

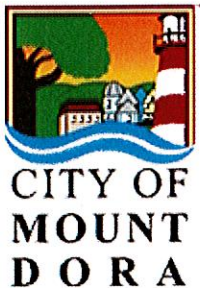
EXHIBIT A

VanScoy, Shawn

From: Comiskey, Patrick
Sent: Friday, March 31, 2023 12:03 PM
To: Langley, Steve
Cc: Douglas, Marilyn; VanScoy, Shawn; Lovern, Merry
Subject: RE: Distribution Padmounted Transformers
Attachments: Electric Utility Emergency Purchase Request.pdf

From: Langley, Steve <LangleyS@ci.mount-dora.fl.us>
Sent: Thursday, March 30, 2023 11:37 AM
To: Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>
Cc: Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>; VanScoy, Shawn <VanScoyS@ci.mount-dora.fl.us>; Lovern, Merry <LovernM@ci.mount-dora.fl.us>
Subject: Distribution Padmounted Transformers

As you know we continue to have supply chain issues when purchasing transformers. While we have a contract with GRESCO, they are not able to meet our needs and bidding them has deliveries out a year . We have identified a new manufacturer that we would like to try. Also, we are in dire need of two single phase transformers for Dora Landing Oaks which will be needed very soon and one to maintain our stock in the event of a failure. Please approve this purchase for a total cost of \$19,624 under the emergency purchasing policy.



Steven G. Langley
Electric Utility Director

T: (352) 735-7155 Ext. 1815
M: (352) 638-8298
E: langleys@cityofmountdora.com

City of Mount Dora
900 N Donnelly St.
Mount Dora, FL 32757



CITY
MOUNT
DORA

510 N Baker St
Mount Dora, Florida 32757
Phone: (352) 735-7176 Fax: (352) 735-1406
Email: purchasing@cityofmoundora.com

EXHIBIT A

PURCHASE ORDER

NO.: 23-00624
DATE: 04/24/23
VENDOR NO.: 102182

Issued To:

AMERICAN WATER SEWER AND DRAIN LLC
825 8TH STREET
VERO BEACH FL 32962

Ship To:

WATER DISTRIBUTION
LEY VEDDER
1501 ROBIE AVENUE
Mount Dora, FL 32757

PO Description: LINING 3 SECTIONS SEWER PIPE ON CALGARY LN -AMHERST TO STRATFORD LN

Quantity	Unit	Description	Unit Cost	Amount
1	EA	LINING SEWER PIPE CALGARY LANE	\$66,555.00	\$66,555.00

421-1950-536.46-01

TOTAL: \$66,555.00

Notes:

The Purchase Order Number MUST appear on all Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or cancel this Purchase Order or any part thereof without recourse from the vendor shown. This Purchase Order is void 180 days after the listed delivery date above unless extended by written permission of the City.

Patricia Coniskey
Authorized Signature

Kramm, Josh

From: Barton, Aneta
Sent: Monday, April 3, 2023 8:41 AM
To: Douglas, Marilyn; Comiskey, Patrick; Kramm, Josh
Cc: Marek, George; Lovern, Merry; Meade, Rita
Subject: RE: Village Grove lining project quotes

Let's issue PO asap and get this show on the road.
Thanks



Aneta S. Barton
Budget Director

T: (352) 735-7100 Ext.1204
E: bartona@cityofmoundora.com

City of Mount Dora
510 N Baker St
Mount Dora, FL 32757

From: Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>
Sent: Monday, April 3, 2023 8:27 AM
To: Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>; Kramm, Josh <krammj@ci.mount-dora.fl.us>
Cc: Barton, Aneta <bartona@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Lovern, Merry <LovernM@ci.mount-dora.fl.us>; Meade, Rita <MeadeR@ci.mount-dora.fl.us>
Subject: RE: Village Grove lining project quotes

I have no concerns with this work as an emergency need. We can get the PO processed while the contractor starts work. Then we will be ready to pay them once it is all completed. Unless Rita and Aneta choose to okay direct pay.

From: Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>
Sent: Sunday, April 2, 2023 7:53 PM
To: Kramm, Josh <krammj@ci.mount-dora.fl.us>
Cc: Barton, Aneta <bartona@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>; Lovern, Merry <LovernM@ci.mount-dora.fl.us>
Subject: Re: Village Grove lining project quotes

Approved, if okay with Marilyn and Aneta.
Please proceed as Marilyn and Aneta approve so we can get this job completed with as much speed as possible.
Thank you for bringing this to my attention.
-Patrick

Sent from my iPad

On Mar 30, 2023, at 9:03 AM, Kramm, Josh <krammj@ci.mount-dora.fl.us> wrote:

EXHIBIT A

Good Morning,

Patrick, We have some depressions forming and one site of visible I&I this is a notorious wet site so we probably have more I&I with the other depressions. We have two quotes(attached) for the lining of the three sections they are \$405.00 difference but the cheaper does not have bypass pumping included if needed that would add \$5,500.00 as well they want use to operate our vac truck for completion of the project. Due to the size of the project we couldn't get a 3rd quote.

Marilyn is looking into a possible piggy back quote with Volusia county but we have depressions forming so I would like to proceed as an emergency before we are replacing the sewer main.

Can I get your approval to proceed with the lining?

Joshua P Kramm

Water / Waste Water Utility Line Manager

T: (352) 735-7151 Ext. 1828 (Office)

E: krammj@cityofmounddora.com (Email)

City of Mount Dora

900 North Donnelly Street

Mount Dora, FL 32757

From: Barton, Aneta <bartona@ci.mount-dora.fl.us>

Sent: Monday, March 27, 2023 2:01 PM

To: Kramm, Josh <krammj@ci.mount-dora.fl.us>; Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>

Cc: Millikin, William <MillikinW@ci.mount-dora.fl.us>; Vedder, Ley <vedderl@ci.mount-dora.fl.us>

Subject: RE: Village Grove lining project quotes

Josh,

Marilyn is our sick.

You can go ahead with the AWSO since they cover the all possible scenario and we may need to use City equipment for other things.

Since this is Emergency PO we need Patrick to approve. When we get his OK you can enter PO with this two quotes and the email approval and I will get it thru ASAP.

Thank you

Aneta S. Barton

Budget Director

T: (352) 735-7100 Ext.1204

E: bartona@cityofmounddora.com

City of Mount Dora
510 N Baker St
Mount Dora, FL 32757

EXHIBIT A

From: Kramm, Josh <krammj@ci.mount-dora.fl.us>

Sent: Monday, March 27, 2023 1:54 PM

To: Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>; Barton, Aneta <bartona@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>

Cc: Millikin, William <MillikinW@ci.mount-dora.fl.us>; Vedder, Ley <vedderl@ci.mount-dora.fl.us>

Subject: FW: Village Grove lining project quotes

Good Afternoon,

We have 3 runs of Sanitary sewer pipe in Village Grove off of Eudora Rd that have some depression forming and so I&I infiltration Bill has to Bids he was not able to get a third the market is busy and it's a small project.

Looking at the bids we are within \$405.00 of each other YPOXI says if bypass pumping is needed its \$5,500.00 and use of city vac truck. AWSO has bypass pumping figured in and as needed also they show de-tuberculation of section of cast iron pipe in the main YPOXI doesn't have that in the quote.

My feeling is to go with AWSO yes its \$405.00 more but if bypass pumping is needed and the use of the city vac truck that increases the price and puts city staff in the project and ties up equipment and personnel and now makes it the more expensive option. This is a rush project I don't want more roadway damage and possible sewer main failure so I would like to push it thru as an emergency.

Your thoughts Marilyn

Joshua P Kramm

Water / Waste Water Utility Line Manager

T: (352) 735-7151 Ext. 1828 (Office)

E: krammj@cityofmoundora.com (Email)

City of Mount Dora
900 North Donnelly Street
Mount Dora, FL 32757

From: Millikin, William <MillikinW@ci.mount-dora.fl.us>

Sent: Thursday, March 2, 2023 12:44 PM

To: Kramm, Josh <krammj@ci.mount-dora.fl.us>

Subject: Village Grove lining project quotes

Here are both of the quotes that I could get the quote prices are really close.



EXHIBIT A

YPOXI, INC.
6205 Johns Road
Suite 11
Tampa FL 33634
(844) 976-9448

BILL TO

City of Mt Dora
2099 James P Snell Drive
Mount Dora, FL 32757 USA

ESTIMATE
70756065

ESTIMATE DATE
Feb 28, 2023

JOB ADDRESS

City of Mt Dora
2099 James P Snell Drive
Mount Dora, FL 32757 USA

Job: 70758540
Technician: Bradley Kalis

ESTIMATE DETAILS

CIPP / Liner Installation Services: General summary description:

- Install (3) consecutive sections of 8" UV BL Liner through clay and small section of cast iron pipe from manhole to manhole located in a residential neighborhood.
- The location of the manholes is favorable for simple non-dot permitted basic single lane traffic maintenance using

Section 1 - Install 308' of Blue Light UV activated resins from manhole to manhole. (3) Lateral reinstatements
Section 2 - Install 272' of Blue Light UV activated resins from manhole to manhole. (2) Lateral reinstatements
Section 3 - Install 155' of Blue Light UV activated resins from manhole to manhole. (2) Lateral reinstatements

- Initial site visit to clean, prep and flush each section.
- Hard measurement for each section will be taken.
- The liner prep and wet out will be performed at the Ypoxi office wet out facility.
- The sections will be lined on day 3,4 and 5 if applicable.
- Each section will be plugged, and liner installed using the City of Mt. Dora Vac-con truck as a by-pass system (See pump by-pass notes below)

If Applicable:

Bypass pumps and lay flat hoses are not included cost (if applicable the cost would be \$5500.00/ week for all by-pass equipment)

Customer notes per email:

Location of 8" clay gravity sewer main to be lined.
Calgary LN. from Amherst LN. to Stratford LN. three runs
1st section about 308' with 3 laterals
2nd section about 272' with 2 laterals
3rd section about 155' with 2 laterals
I believe that the laterals are all 6"

There is a portion of the 1st section of the main that is cast not sure how long it is, the video inspection was unclear due to standing water.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
CIPP-AI8INCH	Installation of 8 inch CIPP using air inversion process.	735.00	\$90.00	\$66,150.00
CIPP-Warranty	All cured in place pipe (CIPP) installed by Tampa Bay Plumbers has a 10/50 life expectancy. This warranty covers all lined pipe for 10 years labor and material warranty, and a 50 year material only warranty.	0.00	\$0.00	\$0.00
SUB-TOTAL				\$66,150.00
TAX				\$0.00
TOTAL				\$66,150.00
EST. FINANCING				\$767.34

CUSTOMER AUTHORIZATION

SUGGESTED REVISION

YPOXI, INC. proposes to furnish all labor, materials, and equipment necessary to complete the above-described scope of work. All proposals provided by YPOXI, INC. are intended as good faith estimates which detail a specific scope of work to be performed at the location described above and is based on our professional evaluation of the project, should circumstances outside of the control of YPOXI, INC are revealed once work commences our project manager will immediately inform you of the circumstances such as collapsed or disintegrated pipes which could change the final total cost of the project. In the unlikely event of a floor break we will not be responsible for replacing flooring, tile, trim, drywall, cabinetry, painting, our cosmetic work to the home or business.

A 50% deposit is required at the time of contract unless you're using our GreenSky finance then 30% down would be collected. As all work is scheduled in advance, contract cancellation has a material effect on our operations which will result in a cancellation fee equal to 20% of the job total being retained by YPOXI, INC. as liquidated damages.

I agree to the terms outlined above and authorize YPOXI, INC. to proceed as described and agree to pay the full amount for all work performed.

Sign here

Date



EXHIBIT A

American Water Sewer and Drain, LLC
825 8th Street
Vero Beach FL 32962
(772) 492-9340 Phone
zach@awsdus.com

To: CITY OF MOUNT DORA	Contact:
Address: MOUNT DORA	Phone:
	Fax:
Project Name: CALGARY LN FROM AMHERST TO STRATFORD LN	Bid Number:
Project Location:	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION	1.00	LS	\$10,775.00	\$10,775.00
2	SEWER BYPASS (PER DAY IF NEEDED)	1.00	DY	\$1,050.00	\$1,050.00
3	CLEAN AND CCTV (1ST SECTION)	308.00	LF	\$12.00	\$3,696.00
4	CLEAN AND CCTV (2ND SECTION)	272.00	LF	\$12.00	\$3,264.00
5	CLEAN AND CCTV (3RD SECTION)	155.00	LF	\$12.00	\$1,860.00
6	DETUBERCULATION (CAST SECTION)	20.00	LF	\$67.50	\$1,350.00
7	MAINTENANCE OF TRAFFIC (IF NEEDED PER DAY)	1.00	DY	\$1,650.00	\$1,650.00
8	8" CIPP 6 MM (1ST SECTION)	308.00	LF	\$49.00	\$15,092.00
9	8" CIPP 6 MM (2ND SECTION)	272.00	LF	\$49.00	\$13,328.00
10	8" CIPP 6 MM (3RD SECTION)	155.00	LF	\$49.00	\$7,595.00
11	REINSTATE LATERALS	7.00	EACH	\$985.00	\$6,895.00

Total Bid Price: \$66,555.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

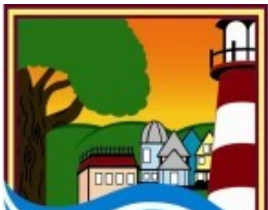
Date of Acceptance: _____

CONFIRMED:

American Water Sewer and Drain, LLC

Authorized Signature: _____

Estimator: _____



CITY
MOUNT
DORA

ATTACHMENT #4

510 N Baker St
Mount Dora, Florida 32757
Phone: (352) 735-7176 Fax: (352) 735-1406
Email: purchasing@cityofmountdora.com

PURCHASE ORDER

NO.: 23-00628
DATE: 04/27/23
VENDOR NO.: 009994

Issued To:

PRECISION CONTRACTING SERVICES, INC
15834 GUILD COURT
JUPITER FL 33478

Ship To:

JIM FAULKNER
DIRECTOR OF INFORMATION TECH
BASEMENT STREET
Mount Dora, FL 32757

PO Description: EMERGENCY FIBER INSTALL BETWEEN WWTP2 AND WTP2

Quantity	Unit	Description	Unit Cost	Amount
1	EA	FIBER INSTALL BETWEEN WWTP2 / WTP2	\$92,040.00	\$92,040.00

425-5555-580.63-01-IT1812

TOTAL: \$92,040.00

Notes:

The Purchase Order Number MUST appear on all Packing Slips and Invoices.

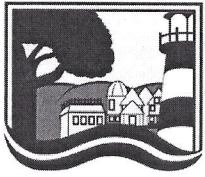
The City is Tax Exempt Unless Otherwise Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or cancel this Purchase Order or any part thereof without recourse from the vendor shown. This Purchase Order is void 180 days after the listed delivery date above unless extended by written permission of the City.


Authorized Signature



**CITY OF
MOUNT
DORA**

EXHIBIT A

INFORMATION TECHNOLOGY

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

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

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
1250 N. Highland St.
Mount Dora, FL 32757
352-735-7151
Alt. Tel: 352-735-7105
Fax: 352-735-1539
Alt. Fax: 352-735-2892

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

Website:
www.cityofmountdora.com

MEMO

April 27, 2023

TO: Patrick Comiskey, City Manager

FROM: Jim Faulkner, Director, Information Technology

SUBJECT: Emergency Installation of Fiber between WWTP2 and WTP2

Per our discussions with George Marek and James Klein, the microwave radio communications in place between the WWTP2 and WTP2 has failed. The engineers with Exalt and MCiS have been unsuccessful in restoring the communications. We have replaced several parts of the system without success. The communications have been down for over a month at this point.

The best solution for us to restore communications between the plants and the SCADA system is to install permanent fiber in the conduit that was placed along SR46 between the plants. The quoted total cost to implement this emergency install is \$92,040. Purchasing has asked to provide your signature to authorize the purchase order to have the work performed.

Jim Faulkner
Director, Information Technology

Signature for Authorization

April 27, 2023

Date

Patrick C. Comiskey

Patrick Comiskey

EXHIBIT A



PRECISION CONTRACTING SERVICES INC.

Precision Fiber

Optic Systems

15834 Guild Court
Jupiter, Florida 33478
Phone: 561.743.9737
Fax: 561.743.0775
www.pcsfiber.com

To:	PCS Orlando	Contact:	Rick Arnold
Address:	File Copy Winter Garden, FL	Phone:	407-877-1900
		Fax:	407-877-1902
Project Name:	23.04.20 City Of Mt Dora-WTP#2 - WWTP#2	Bid Number:	
Project Location:	WTP2 To WWTP 2 Fiber Broadband, Mount Dora, FL	Bid Date:	4/20/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
City Of Mt. Dora - WTP#2 - WWTP#2						
MOT	9999	Maintenance Of Traffic (MOT)	1.00	PCNT	\$810.00	\$810.00
1	633-1-10	ITS Fiber Management Strand Mapping	1.70	MILE	\$1,500.00	\$2,550.00
2	633-1-20	ITS Fiber Mgt Design & Permitting	1.70	MILE	\$4,500.00	\$7,650.00
3	633-1-30	ITS Fiber Mgt Electronics Asbuilts	1.70	MILE	\$3,000.00	\$5,100.00
4	633-1-40	ITS Fiber Mgt GPS Surveying	1.70	MILE	\$2,500.00	\$4,250.00
6	530-4-101	BICSI Reg Comm Dist Design Services	80.00	HR	\$185.00	\$14,800.00
7	530-5-102	CADD Operator	8.00	HR	\$100.00	\$800.00
8	530-6-103	Clerical Support Services	4.00	HR	\$45.00	\$180.00
14	530-9-106b	Communication Duct Installer (Rods/Entrys, Proofing)	100.00	HR	\$95.00	\$9,500.00
34	630-7-TW	Detectable Tracer Wire (F&I)	9,200.00	LF	\$0.75	\$6,900.00
36	630-7-JL	Jet Line (F&I)	18,400.00	LF	\$0.50	\$9,200.00
40	635-8-232TR	Handhole, 24" X 36" X 24" W Lid TR (F&I)	2.00	EACH	\$1,125.00	\$2,250.00
56	633-4-113-24	FO Cable 24F SM LT UG (F&I)	1,600.00	LF	\$1.65	\$2,640.00
57	633-4-113-48	FO Cable 48F SM LT UG (F&I)	10,200.00	LF	\$1.80	\$18,360.00
81	633-8-24A-1	F0 Splice/Term Cabinet, 24F Wall/Rack (F&I)	1.00	EACH	\$2,325.00	\$2,325.00
117	633-8-72A	F0 Splice Closure 72F Aerial/UG (F&I)	1.00	EACH	\$3,725.00	\$3,725.00
121	633-8-RE	FO Closure Re-Entry Kit Cable Prep F&I	1.00	EACH	\$350.00	\$350.00
165	101-1E	Mobilization Within (10) Ten Working Days	1.00	LS	\$650.00	\$650.00
Total Price for above City Of Mt. Dora - WTP#2 - WWTP#2 Items:						\$92,040.00

Total Bid Price: \$92,040.00

Notes:

- CITY OF MOUNT DORA**

SCOPE OF WORK - WTP2 to WWTP2 Fiber Install

PCS INCLUDES FO network design services and drawings for project permitting purposes. City to provide actual permitting & fees.

PCS INCLUDES Furnish & Install of designated FO pathways and FO cabling.

PCS INCLUDES all splicing, terminations, and OTDR testing of completed FO communications network installed by PCS.

PCS INCLUDES geo-location & as-built documentation of completed network installed by PCS. Deliverables in PDF & Electronic formats.

PCS EXCLUDES any electronics/switches from this proposal.

- General - Unit Prices** All prices quoted are UNIT PRICES. Project invoices and payments shall be determined by actual field measurements for quantities installed on project. ALL PRICING SHOWN HERE FROM THE CURRENT & ACTIVE FO MASTER CONTRACT BETWEEN BREVARD COUNTY, FL AND PRECISION CONTRACTING SERVICES, INC.

EXHIBIT A

- **General - MOT (Excludes Lane Closures) PCS INCLUDES** (MOT) to be immediate work area of their crews as required by the MUTCD. However any MOT requiring lane closures, detours, traffic diversions or police officers necessary for the safe performance of work by PCS is to be provided by others. **PCS EXCLUDES** the cost for lane closures, detours, traffic diversions and/or police officers from scope of work in PCS proposal.
- **General - Mobilization** PCS will mobilize a total of _1_ times for the proposed work after noticed by the contractor. This MOB is excluded provided this scope is contracted with at least 1 Estimate with MOB. Additional Mobilizations will be billed as additions to contract at \$650 per Mobilization.
- **General - No Bond (Sales Tax Included) PCS EXCLUDES** the cost for a performance bond. Sales Tax or Use Tax has been included for all materials.
- **General – Fiber Pathway** PCS is not responsible for damage by others to FO Cable or other equipment after placement by PCS.
- **General - 30 Day Notice – Work Days** PCS requires 30 days written notice for project scheduling. PCS will require 45 work days to perform the proposed work.
- **General – As-Built Plans/Standard Specifications PCS INCLUDES** Fiber Optic Splicing Diagrams detailing all cable splices, terminations, equipment port assignments, and optical circuits within the communication network. As-Built submittals will include an electronic file with an inventory of all traffic control signals, devices & support structures. The inventory includes required horizontal position geographic coordinate data collected using Differential Global Positioning System (DGPS) equipment. The inventory includes required manufacturer, model, and serial number for each device or completed assembly. The inventory includes required GPS coordinate data for pull boxes as well as conduit & cable at 100 foot intervals including change in direction.
- **General - Complete Proposal** Proposed pricing is based on award of all items bid upon. PCS reserves the right to modify unit prices if all quoted items are not awarded. Prices are only valid for 90 days of the bid date. PCS reserves the right to modify or withdraw their offer if either a letter of intent or a contract is not received within 90 days of the bid date.
- **General - Proposal as Addendum to Contract** This proposal in its entirety and including all notes of clarification shall be added as an addendum to any resulting contract for the referenced project. In the event of conflict, the City's standard contract terms will control.
- **All Contracts, Purchase Orders, Change Orders, and/or similar paperwork should be sent directly to contracts@pcsfiber.com. For other inquiries, call 561-743-9737.**

Payment Terms:

Payment terms: NET 30 Days and 18% APR for balances exceeding 30 Days. May use VISA to pay amounts due.

Required Documentation:

Each order must be accompanied by a signed Purchase Order, Change Order or Contract. These documents are required in addition to the signature of acceptance below.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Precision Contracting Services, Inc

Authorized Signature: _____

Estimator: RA



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Pursuant to City of Mount Dora Code of Ordinances, Section 2-2-271, Roland Williams is requesting a code enforcement lien reduction for fines incurred against 1326 North Orange Avenue

Introduction:

This is a request initiated by property owner Roland V. Williams, for City Council to consider a reduction of code enforcement fines on the property located at 1326 North Orange Avenue.

Discussion:

Section 2-271, City of Mount Dora Code of Ordinances, provides City Council with the authority to consider reductions in code enforcement fines. The present matter before City Council is a request to consider a reduction or waiver of a lien attached to the property located at 1326 North Orange Avenue ("Property") and owned by Roland V. Williams arising from a 2021 code enforcement action.

Mr. Williams filed his request with the City Manager for placement on the June 20, 2023 agenda. Mr. Williams's request is attached as **Attachment 3**.

The affidavit of non compliance recorded with the Lake County Clerk of Courts on December 16th, 2022 states The City of Mount Dora does hereby claim a lien in the amount of: \$30,750.00, plus a \$102.50 recording fee.

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

The city council shall consider the following:

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

This case differs from the previous request for a reduction of a code lien, because the violations that led to this lien being imposed were caused by the property owner, Mr. Roland Williams. The case was presented to the Magistrate, who found that Mr. Williams had 14 violations on the property. The Magistrate ordered that Mr. Williams will come into compliance no later than 8:00 a.m. on August 9, 2022. Mr. Williams did not bring the property fully into compliance by this date and, as such, his property has a recorded ed lien for \$30,750 and \$102.50 as of 12/16/2022.

The previous request for a reduction was from a person who bought a property with a lien on it and wanted to build a home on the property. That property owner did not commit the violations to cause the lien to be recorded on the property.

Budget Impact:

No budget impact.

Strategic Impact:

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

Recommendation:

City Council review the documentation and determine an appropriate reduction or waiver of the 2021 lien on the property at 1326 North Orange Avenue.

Attachment(s):

1. Attachment #1 Amended Finding of Fact/Conclusion of Law/Order Imposing Fine
2. Attachment #2 Recorded Lien
3. Attachment #3 Request to be Placed on City of Mt Dora Agenda of Tuesday June 20, 2023
4. Attachment #4 Section 2-271. reduction of code lien

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Adam Sumner, CRA Administrator
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 6/13/2023
Approved - 6/14/2023
Approved - 6/14/2023
Final Approval - 6/14/2023

ATTACHMENT #1

Return this Instrument to:

City of Mount Dora, Office of City Manager

510 North Baker Street

Mount Dora, Florida 32757

* Tax Parcel Identification Number: 29-19-27-0050-143-00007

Alt. Key Number: 1664578

INSTRUMENT #2022161136

OR BK 6067 PG 1077 - 1081 (5 PGS)

DATE: 12/16/2022 10:50:55 AM

**GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA**

RECORDING FEES \$44.00

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

CITY OF MOUNT DORA,

Petitioner,

CASE NO: 2021-0357

v.

ROLAND V. WILLIAMS,

Respondent.

_____ /

ROLAND V. WILLIAMS
4104 GOLDEN LEAF GRV.
PEACHTREE CORNERS, GA 30092

XX Respondent Present
____ Respondent Not Present
____ Represented by Counsel or Other
Name of Representative _____
Written Authorization Received _____
Relationship _____

**AMENDED¹ FINDING OF FACT/CONCLUSION OF LAW/
ORDER IMPOSING FINE**

THIS CAUSE having come before the undersigned Magistrate for the City of Mount Dora on the 10th day of February, 2022, and said Magistrate having heard testimony, accepted evidence and being otherwise fully advised in the premises hereof finds as a matter of fact that the above named Respondent(s) was properly noticed of the subject proceeding and is found to have violated of the following City of Mount Dora Code(s):

- 1) City of Mount Dora Code of Ordinances, International Property Maintenance Code (IPMC) Section 10-21(a):
 - a. 108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged,

¹ This Order is Amended to correct the Property address referenced in the original Order and to change the Compliance Hearing date from August 18, 2022 to October 20, 2022. All other documents served on the Respondent in this matter contained the correct Property address.

decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

- b. 108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public. **The Property is in compliance with respect to this violation at this time and no fine amount is imposed; however, future violations of the type set forth herein may result in a repeat violation being charged.**
- c. 304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those periodic application of weather-coating materials, such as paint or similar surface treatment.
- d. 304.4 Structural members. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
- e. 304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
- f. 304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads
- g. 304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
- h. 304.14 Insect screens. *Year-round*, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every *screen door used for insect control* shall have a self closing device in good working condition. *(Dwellings with central air conditioning systems are exempt from insect screening.)*
- i. 304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to

a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking devices.

- j. 305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property. **The Property is in compliance with respect to this violation at this time and no fine amount is imposed; however, future violations of the type set forth herein may result in a repeat violation being charged.**
- k. 305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.
- l. 305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.
- m. 604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.
- n. 704.2 Smoke alarms. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:
 - i. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 - ii. In each room used for sleeping purposes. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level. Single or multiple-station smoke alarms shall be installed in other groups in accordance with the *Florida Fire Prevention Code*.

Said violation(s) involve that property located at 1326 Orange Avenue, Mount Dora, Lake County, Florida [Tax Parcel Identification #29-19-27-0050-143-00007; Alt. Key # 1664578] (Property).

Respondent is hereby ordered to bring the Property into compliance with the aforementioned City Code(s) no later than 8:00 a.m., on the 9th day of August, 2022. Failure to comply by the

date specified herein will result in the assessment of a civil penalty in the amount of \$250.00, for each and every day thereafter that the violation remains.

RESPONDENT MUST CONTACT THE CODE ENFORCEMENT OFFICER LISTED BELOW TO ARRANGE A DATE AND TIME FOR INSPECTION IN ORDER TO VERIFY COMPLIANCE. COMPLIANCE MUST BE VERIFIED IN PERSON AND WILL NOT BE VERIFIED UNTIL RESPONDENT CONTACTS:

Code Enforcement Officer
1300 Donnelly Street
Mount Dora, Florida 32757
Phone: (352) 735-7177 Ext. 2051

A Compliance Hearing related to this matter is scheduled for:

10:00 a.m., on October 20, 2022, and shall be held to determine Respondent's compliance with this Order. This public hearing will be held at:

**Mount Dora City Hall
510 N. Baker Street
Mount Dora, Florida 32757**

It shall be the responsibility of the Respondent to provide an interpreter if translation is required for any City of Mount Dora Code Enforcement Magistrate proceeding.

If you are a person with a disability who needs any accommodation in order to participate in any City of Mount Dora Code Enforcement Magistrate proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alivia Rehn (rehna@cityofmounddora.com), at least seven (7) days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days.

Any person wishing to appeal any decision made by the Magistrate with respect to any matter considered at such hearing will need a record of the proceeding, and for such purposes, 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.

IF THE RESPONDENT DOES NOT COMPLY WITHIN THE TIME SPECIFIED ABOVE THE FINE WILL BEGIN TO ACCRUE AND A COPY OF THIS ORDER AND AN ORDER RATIFYING THE CONTINUED VIOLATION SHALL BE RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ONCE RECORDED, SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY UPON WHICH THE VIOLATION EXISTS AND UPON ANY OTHER REAL AND/OR PERSONAL PROPERTY, OWNED BY RESPONDENT, UNTIL SUCH TIME AS SAID LIEN IS SATISFIED OR EXPIRES PURSUANT TO FLORIDA LAW.

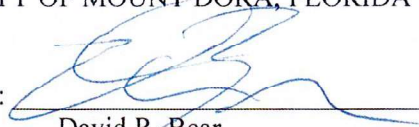
In order to fully satisfy any fine imposed in accordance with this Order, applicable recording fees will be charged.

ANY FUTURE VIOLATION, OF THE SAME CODE OR ORDINANCE AS SET FORTH HEREIN, BY THE ABOVE NAMED RESPONDENT REGARDLESS OF THE PROPERTY LOCATION IN THE CITY'S JURISDICTION AND WHICH OCCURS WITHIN A PERIOD OF 5 YEARS FROM THE DATE HEREOF MAY BE CHARGED AS A REPEAT VIOLATOR SUBJECT TO A PENALTY OF UP TO \$500.00 PER DAY PER VIOLATION.

DONE AND ORDERED this 10th day of February, 2022.

CITY OF MOUNT DORA, FLORIDA

By:



David R. Bear,
Code Enforcement Magistrate

ATTEST:



Merry Lovern, CP
Certified Paralegal

Copies To:

Code Enforcement Department

Respondent Received Copy _____

Respondent Mailed Copy _____

Return this Instrument to:

City of Mount Dora, Office of City Manager
510 North Baker Street
Mount Dora, Florida 32757
Tax Parcel Identification Number: 29-19-27-0050-143-00007
Alt. Key Number: 1664578

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

CITY OF MOUNT DORA,

Petitioner,

CASE NO:

2021-0357

v.

ROLAND V. WILLIAMS,

Respondent.

AFFIDAVIT OF NON COMPLIANCE

BEFORE ME, the undersigned, duly authorized to administer oaths and take acknowledgments, personally appeared Michael Wieland, Building Official for the City of Mount Dora, Florida, who after being duly sworn, deposes and says:

1. My name is Michael Wieland.
2. I am over eighteen (18) years of age.
3. I am the Building Official for the City of Mount Dora, Florida.
4. I have firsthand knowledge of the facts contained in this Affidavit.
5. On February 10th, 2022, the Code Compliance Magistrate for the City of Mount Dora entered a Finding of Fact/Conclusion of Law/Order Imposing Fine in the above which required the Respondent to bring the property into compliance with the City of Mount Dora Code of Ordinances, International Property Maintenance Code (IPMC) Section 10-21(a): Sec. 108.1.1-Unsafe Structures (No Entry), Sec. 108.1.3-Structure Unfit for Human Occupancy, Sec. 604.3- Electrical System Hazards, and Sec. 605.1-Electrical Installation no later than 8:00 A.M. on August 9th, 2022. Failure to comply by the date specified would result in the assessment of a civil penalty in the amount of \$250.00, for each and every day thereafter that the violations remain.

6. As of my on-site visual inspection of the property located at 1326 N. Orange St Mount Dora, Florida 32757 on the 12th of December, 2022 this property has not been brought into compliance with the terms of the order referenced.
7. The total civil penalty accrued in the above styled cause pursuant to the Magistrate's Order dated February 10th, 2022, is thirty thousand seven hundred fifty dollars.

AMOUNT: \$30,750, and \$102.50 recording fee

OWNER(S): Roland V. Williams

ALT. KEY #: 1664578

PARCEL ID#: 29-19-27-0050-143-00007

8. Pursuant to Section 2-270, City of Mount Dora Code of Ordinances, no fines shall accrue to an amount that exceeds the just value of the property, as determined by the county property appraiser's office as of the date of the imposition of fines. As of December 12th, 2022, the value of the subject Property as determined by the Lake County Property Appraiser is fifty one thousand one hundred eight dollars (\$51,108.00).
9. The City of Mount Dora does hereby assess against the Respondent and the below described property, the amount of thirty thousand seven hundred fifty dollars (\$30,750.00) and does hereby claim a lien, to-wit:

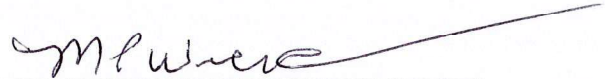
AMOUNT: \$30,750.00, and \$102.50 recording fee

OWNER(S): Roland V. Williams

ALT. KEY #: 1664578

PARCEL ID#: 29-19-27-0050-143-00007

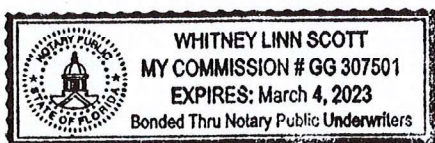
THIS AFFIANT FURTHER SAYETH NOT.



Michael Wieland

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Adam Sumner, who personally swore or affirmed that he is authorized to execute this Affidavit, and who is personally known to me or who produced driver's license as identification, this 14th day of December, 22 2022.




NOTARY PUBLIC, State of Florida

ATTACHMENT #3

From: [Roland V Williams](#)
To: [Sumner, Adam](#); [Roland V Williams](#); [Hand, Jeanann](#)
Subject: Request to be Placed on City of Mt Dora Agenda of Tuesday June 20, 2023
Date: Tuesday, June 13, 2023 10:16:51 AM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

City Officials:

I, Roland V. Williams, request to be placed on your City Council agenda for the meeting of June 20, 2023 to discuss the reduction and or removal of a lien at 1326 North Orange Avenue.

Property Owner
Roland V. Williams 321-947-5253

ATTACHMENT #4

Sec. 2-271. - Requests for reduction of imposed fines.

(a) After an order imposing fines is recorded by the code enforcement department, only the city council shall be authorized to consider reductions in the amount of fines imposed. A request for reduction of fines shall be made in writing to the city manager. Upon receipt of a request for reduction of fines, the city manager shall prepare a report and recommendation to the city council and schedule the request for reduction of fines for the next possible regular meeting of the city council.

(b) The city council shall consider the following:

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

(c) The city council, in its sole discretion, may uphold the total amount of the imposed fines or order a reduction of such fines.



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: City Manager Discussion Conclusion

Introduction:

This is a request for Council to conclude the discussion regarding the City Manager.

Discussion:

At the May 16, 2023, City Council meeting, Mayor Stile initiated discussion regarding the City Manager. A motion was made for Councilmember Cataldo to contact the Florida League of Cities for an immediate meeting with the City Attorney, the City Manager, Councilmember Cataldo and a Florida League of Cities designee for a series of meetings to give the City Manager an opportunity for input. It was found a designee was not available from the Florida League of Cities for this purpose. The motion further directed Councilmember Dawson to work with the City's Human Resources department to create a survey for those who report directly to the City Manager, which may also involve interviews.

The Florida League of Cities does not offer resources meeting this purpose, but supplied a list of contacts who may be able to assist in this process. Human Resources spoke with a number of direct reports, using a survey to gather feedback from direct reports.

At this time, results from these processes will be reported.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council to conclude the discussion regarding the City Manager.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 6/14/2023



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2023-06**,
Amendment to Chapter 42 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 second-first 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:

City Council on June 6, 2023, approved the Second-First Reading with the condition the Golf Cart ordinance is evaluated within twelve months as a "pilot" program. A sunset provision has been included in the Ordinance. Near the one year mark in 2024, staff will provide a followup on the program merits. In addition, the definition of light bar should be clarified.

Staff Note: At the direction of the Chief of Police, light bars (which are high intensity lights, example next page) have been removed from Sub-section 42-201(A.4) to read as follows: *"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.~~"*

Light bars are governed under State law by definition and usages; therefore, to avoid conflicts in the proposed ordinance this terms has been removed as discussed by City Council at the June 6, 2023 meeting.

High Intensity Light Bar Example (Illustration)



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. “Street-legal” golf carts are already allowed under Florida Statutes. The proposed ordinance captures these regulations, which allows the operation of Low Speed Vehicles (LSV) as defined in Section 320.01, Florida Statutes, on certain roadways. Copies of Sections 320.01 and 316.2122 are provided in Attachment #1 and Attachment #2, respectively. Drivers who use authorized LSV’s can travel on any roadway that has a speed limit of 35 mph or less. LSV is allowed on certain streets without a special city ordinance. The Florida Department of Highway Safety and Motor Vehicles (FLHSMV) has a well-designed online flyer describing the requirements of a low speed vehicle. A copy of the flyer is provided in Attachment #3 . Currently, the city only allows golf carts on city streets within the Country Club of Mount Dora (Attachment #4). The proposed ordinance retains and allows golf carts within the Country Club with no further golf cart regulations. City roadway posted speed limits are illustrated on Attachment #5 (map).

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 (Attachments #6 and #7). 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 (Attachment #8 - *Golf Cart Hand-out/Flyer*):

- o Windshield
- o Driver's side exterior mirror.
- o Either an interior rear view mirror or a passenger's side exterior mirror.
- o Headlamps and tail lamps.
- o Brakes and parking brake.
- o Front and rear turn signals.
- o Steering apparatus.
- o Rear and side reflex reflectors.
- o Horn.
- o Rear facing seats must include safety grab bars/rails (**new**)

The proposed ordinance was tabled at the May 16, 2023, public hearing in order for staff to evaluate additional public feedback and golf cart issues brought to staff's attention. On Tuesday, May 9, 2023, City staff presented the proposed ordinance to the Country Club of Mount Dora's HOA. Residents discuss the new ordinance and the impact of these changes on existing users within the Country Club. The proposed Ordinance No. 2023-06 has now been revised and retains this section of the current Code of Ordinances. Again, as noted in this staff report, the proposed ordinance regulations, registration, fees, and other requirements do not include the Country Club of Mount Dora, as golf carts are provided currently under Section 42-4 of the Mount Dora Code of Ordinance.

Additional ordinance changes include modifications (decrease) to the proposed registration fee. Other golf cart ordinance changes were made related to designated trails, prohibition of golf carts on sidewalks, and posting streets where golf carts are not allowed. Summary of changes listed as follows:

- o Annual fee revised from \$100 to \$25 and annual renewals at \$10.
- o Golf Carts are allowed in the Country Club Mound Dora and exempt from the registration of the new ordinance; included as Section 42.205 Exemptions (Ordinance No. 2023-06 page 6);
- o City Right of Way prohibits golf carts on sidewalks and defines designated golf cart trails;
- o Golf Carts clarified as "non-commercial use;"
- o Authorized Use of Sub-section 42.201(C.2) revised language: 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, unless City Right of Way is otherwise posted as "NO GOLF CARTS ALLOWED," and
- o Golf cart equipment now includes a safety requirement: Rear facing seats must include safety grab bars/rails (example below).



Final legal advertisement for the adoption hearing is included in Attachment #9.

Budget Impact:

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

Registration Fee: \$25.00

Annual Renewal: \$10.00

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 and Adoption of Ordinance No. 2023-06 with a twelve month sunset clause to evaluate the program.

Attachment(s):

1. Attachment 1 Sec 313.212 Florida Statutes
2. Attachment 2 Sec 313.2122 Florida Statutes
3. Attachment 3 Low Speed Vehicles FLHSMV Guide
4. Attachment 4 Existing Golf Cart Code
5. Attachment 5 Roadway Posted Speeds Map
6. Attachment 6 Golf Cart Street Usage Map
7. Attachment 7 Golf Cart Street Usage Listing
8. Attachment 8 Golf Cart Handout (Flyer)
9. Attachment 9 Legal Advertisement Publication (ADA)
10. Ordinance 2023-06 Golf Cart Ordinance(Final).SGS.Revised.SGS

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 6/14/2023

Approved - 6/14/2023

Final Approval - 6/14/2023

The 2022 Florida Statutes (including Special Session A)

[Title XXIII](#)

MOTOR VEHICLES

[Chapter 316](#)

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The 2022 Florida Statutes (including Special Session A)

Title XXIII

MOTOR VEHICLES

Chapter 316

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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/low-speed-vehicles.

FLHSMV



Golf Carts

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

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

Converted Golf Carts

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

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

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

All-Terrain Vehicles

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

Note: The proposed Ordinance No. 2023-06 replaces Section 42-4 MDCO with new Section 42-205 as an exemption for the registration program for the Country Club of Mount Dora. No registration of golf cart is required for the Country Club of Mount Dora.

EXISTING GOLF CART ORDINANCE

Sec. 42-4. Golf cart usage on certain streets.

(a) The following streets are hereby designated for use by golf carts:

- (1) Andover Court;
- (2) Arcadian Court;
- (3) Brightmoor Court;
- (4) Chase Court;
- (5) Citrus Court;
- (6) Country Club Boulevard;
- (7) Covey Circle;
- (8) Edgewater Drive;
- (9) Falconbridge Place;
- (10) Friars Court;
- (11) Greenbriar Trail;
- (12) Heathland Court;
- (13) Hunters Green Court;
- (14) Laurel Ridge Drive;
- (15) Oakcrest Circle;
- (16) Park Forest Boulevard;
- (17) Pine Hollow Drive;
- (18) St. Andrew Way;
- (19) St. Ives Court;
- (20) St. James Way;
- (21) Shadowood Circle;
- (22) Spring Creek Court;
- (23) Stafford Spring Boulevard; and
- (24) Wyngate Court.

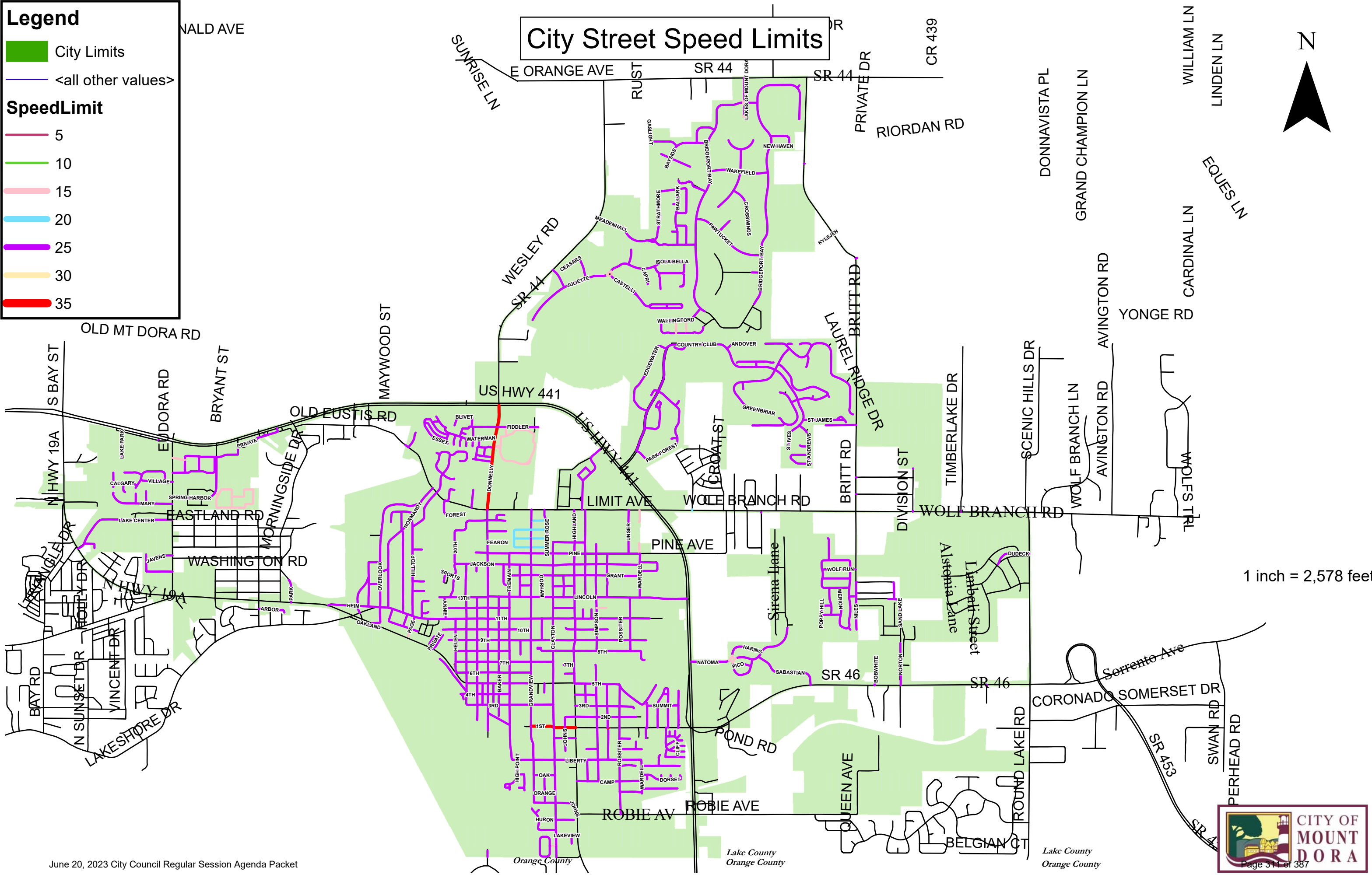
- (b) Any golf cart utilizing the above streets during the hours between sunrise and sunset must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear. Any golf cart utilizing the above streets during the hours between sunset and sunrise must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, red reflectorized warning devices in both the front and rear, head lights, tail lights, brake lights, turn signals, and a windshield.

Legend

- City Limits
- <all other values>

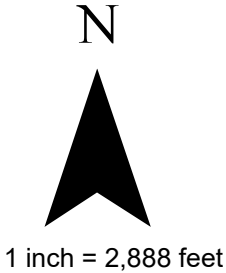
SpeedLimit

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



1 inch = 2,578 feet

Golf Cart Street Usage Map



Legend

Golf Carts Not Allowed

City Streets

Exemption - Registration Not Required

City Limits

Map Date: 5/18/2023

GOLF CARTS STREET USAGE	
Allowed	
All City Streets	
Not Allowed	Segment / Notes
All County Roadways	
All State Highways	
Streets not located within City Limits	
US Highway 441	
SR 44	
SR 46	
CR 19A	
5th Avenue	From Highland Avenue to Old Hwy 441
Old Highway 441	
Old Eustis Road	
Eudora Road	
Highland Avenue	From 5th Avenue to Orange County Line
1st Avenue	From US Hwy 441 to Highland Avenue
Round Lake Road	
Limit Avenue	
Wolf Branch Road	
Donnelley Street	From US Hwy. 441 to Limit Avenue
Robie Avenue	
Britt Road	
Special Provisions	
Country Club Mount Dora	Registration Not Required
	Registration Not Required
City Private Streets or Gated Communities	(Examples: Lakes of Mount Dora, Loch Leven, Dora Parc, etc)
Golf Cart Crossing Intersection at Country Roadways are allowed.	
Golf Carts Crossing Intersections at US Hwy. 441 are NOT Allowed	
Listing Date: May 17, 2023	

June 20, 2023 City Council Regular Session Agenda Packet

Page 312 of 387

GOLF CARTS STREET USAGE

Allowed

All City Streets

Not Allowed

All County Roadways

All State Highways

Streets not located within City Limits

US Highway 441

SR 44

SR 46

CR 19A

5th Avenue

Old Highway 441

Old Eustis Road

Eudora Road

Highland Avenue

1st Avenue

Round Lake Road

Limit Avenue

Wolf Branch Road

Donnelley Street

Robie Avenue

Britt Road

Segment / Notes

From Highland Avenue to Old Hwy 441

From 5th Avenue to Orange County Line

From US Hwy 441 to Highland Avenue

From US Hwy. 441 to Limit Avenue

Special Provisions

Country Club Mount Dora

Registration Not Required

Registration Not Required

City Private Streets or Gated Communities

(Examples: Lakes of Mount Dora, Loch Leven, Dora Parc, etc)

Golf Cart Crossing Intersection at Country Roadways are allowed.

Golf Carts Crossing Intersections at US Hwy. 441 are NOT Allowed

Listing Date: May 17, 2023

GOLF CARTS

Golf Carts are defined as a motor vehicle that is designed and manufactured for operation in a golf course for sporting or recreation purposes and is not capable of exceeding speeds of **20 miles per hour**. A golf cart may be operated on a City Right-of-Way with **posted speed limits of no more than 30 mph**. Golf Carts **must be registered** with the City.

LOW SPEED VEHICLES

A low-speed vehicle (LSV) is any four-wheeled vehicle with a top speed **greater than 20 mph but not greater than 25 mph**, including but not limited to neighborhood electric vehicles and must comply with the requirements of F.S. Sec. 316.2122. A LSV may be operated on a City Right-of-Way with **a posted speed limit no more than 35 mph**. LSVs do not require registration with the City.

AGE RESTRICTIONS

Any operator of a golf cart must be at least 16 years of age and have a valid driver's license.

REGISTRATION REQUIRED

Golf Carts must be registered annually with the City of Mount Dora Police Department. Registration and annual renewal fee required.

REGISTRATION PACKET

Registration packets can be picked up at the City of Mount Dora Police Department or accessed online by visiting the Police Department website.

INSURANCE REQUIRED

Golf Carts being operated in the City's 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.

NOTICE TO ALL DRIVERS

Drive with caution and care. Don't text and drive. Be mindful of pedestrians. Golf Carts and LSVs are not permitted on sidewalks or walking trails.

Questions? Contact

*City of Mount Dora
Police Department*

352.735.7130



City of Mount Dora
Police Department
1300 N Donnelly Street
Mount Dora, FL 32757



CITY OF
MOUNT
DORA

GOLF CARTS

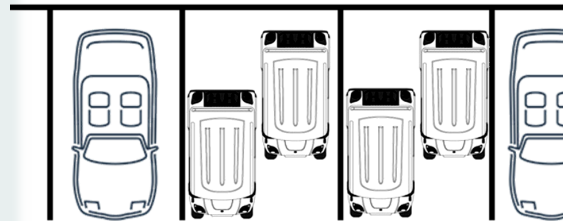
VEHICLE REGISTRATION & INFORMATION



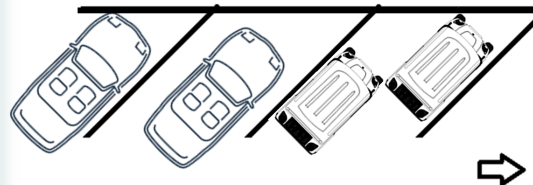
VEHICLE REGISTRATION & INSPECTION

An annual inspection is required upon registration. The inspection includes verification that the golf cart satisfies the City's safety requirements by having:

- ⇒ Windshield
- ⇒ Driver's side exterior mirror
- ⇒ Interior rearview mirror or a passenger's side exterior mirror
- ⇒ Two headlamps
- ⇒ Two tail lamps
- ⇒ Brakes and parking brake
- ⇒ Front and rear turn signals
- ⇒ Reliable steering apparatus
- ⇒ Rear and Side reflex reflectors
- ⇒ Horn
- ⇒ Rear facing seats must include safety grab bars/rails



Parking can also be maximized for golf carts in standard 90-degree parking stalls and in angled-parking lots. When parking downtown, be considerate of other drivers to allow space for an additional golf cart within the space.

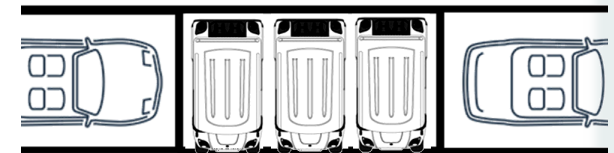


A NOTE ABOUT PARKING

Golf Carts and Low Speed Vehicles may park in any public parking spot. Golf Carts and LSVs may not be parked on sidewalks or loading areas. Be courteous to fellow drivers and park in a manner as to allow multiple golf carts in a vehicular parking space.



Street parking allows for small golf carts the ability to maximize parking capacity by pulling into parallel spots at 90-degrees.



6-7-2023

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2023-06
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-06. The final public hearing on the ordinance will be held on Tuesday, June 20, 2023, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2023-06 is as follows:

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.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: June 9, 2023

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 LEGISLATIVE FINDINGS AND INTENT; 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 A SUNSET CLAUSE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V. GOLF CARTS AND LOW SPEED VEHICLES

Section 42.200. - Definitions.

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

City Right of Way shall mean the paved area of an improved street, road, 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.

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, unless City Right of Way is otherwise posted as "NO GOLF CARTS ALLOWED".

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.
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. Rear facing seats must include safety grab bars/rails.
12. 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.

13. 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 registration fee shall be \$25.00, with an annual renewal fee of \$10.00. Annual fees 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. – Exemptions.

A. Operation of a Golf Cart on a the following City Rights of Way are exempt from the other provisions of this Article; however, such operation is subject to the requirements of this Section and any violations shall be classified as *Other Violations of this Article* as set forth in Section 42-206.B:

1. Andover Court;
2. Arcadian Court;
3. Brightmoor Court;
4. Chase Court;

5. Citrus Court
6. Country Club Boulevard;
7. Covey Circle;
8. Edgewater Drive;
9. Falconbridge Place;
10. Friars Court;
11. Greenbriar Trail;
12. Heathland Court;
13. Hunters Green Court;
14. Laurel Ridge Drive;
15. Oakcrest Circle;
16. Park Forest Boulevard;
17. Pine Hollow Drive;
18. St. Andrews Way;
19. St. Ives Court;
20. St. James Way;
21. Shadowood Circle;
22. Spring Creek Court;
23. Stafford Spring Boulevard; and
24. Wyngate Court

B. Any Golf Cart being operated on the above City Rights of Way must be operated by a person who is at least 16 years of age and has a valid driver's license. If operated during the hours between sunrise and sunset, the 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. If operated during the hours between sunset and sunrise, the Golf Cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, red reflectorized warning devices in both the front and rear, head lights, tail lights, brake lights, turn signals, and a windshield.

Section 42-206. – 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 LSV 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 42-207. – Alternate 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. SUNSET CLAUSE. City of Mount Dora Code Ordinances, Chapter 42, Traffic and Vehicles, Article V, Golf Carts and Low Speed Vehicles, as established by this Ordinance shall automatically sunset one (1) year from the Effective Date hereof and shall thereafter have no further force or effect, unless action is taken by the City to adopt a new Ordinance which either, extends the existence of City of Mount Dora Code Ordinances, Chapter 42, Traffic and Vehicles, Article V, Golf Carts and Low Speed Vehicles, or repeals City of Mount Dora Code Ordinances, Chapter 42, Traffic and Vehicles, Article V, Golf Carts and Low Speed Vehicles, prior to the sunset date stated herein.

SECTION 5. 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 6. 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 7. 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 8. 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 9. 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 10. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: June 6, 2023

SECOND READING: June 20, 2023

PASSED AND ADOPTED this 20th day of June, 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: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2023-10**, Amending Section 3.5 of the Land Development Code for model homes

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2023-10.

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

Discussion:

As directed by City Council at the May 2, 2022 meeting, attached is an amendment to the Land Development Code pertaining the approval of model homes. Home builders typically construct model homes as the subdivision improvements are nearing completion and prior to the final plat being recorded. This allows the homebuilder to market the different house types within community. Once the subdivision improvements are completed and the final plat is recorded, the homebuilder can proceed with applying for building permits for dwelling units on each lot.

In order for the City to issue a model home permit the following site items are required follows the National and Florida Fire Protection Codes (summary in general):

1. Accessible roadways with unobstructed width of not less than 20 feet;
2. Fire prevention access;
3. Street constructed minimum 32 tons for fire apparatus;
4. Street completed with turnaround for fire apparatus; and
5. Water mains and hydrants

As requested by City Council, the amendment will require an application for a model home to be submitted to the Planning and Development Department. Staff would review the model home application for sufficiency and verify whether or not there are any outstanding code compliance cases within the City. Staff will forward the application to City Council for approval to issue a building permit.

Final legal advertisements for the adoption hearing are included in Attachment #1. The sequence of events leading to the presentation to City Council are as follows:

The City Council, at their regularly scheduled meeting held on June 6, 2023, recommended approval of the First Reading of Ordinance No. 2023-10 and held a hearing for the Second Reading and Final adoption with a revision to Sub-Section 3.5.24(4.a) with a limit of four (4) model homes. **Staff Note:** The attached ordinance has been revised to include a cap of four units (sub-section highlighted in yellow text) and the term "significantly unique dwelling" was deleted from the original language of the ordinance. During development or zoning assignment of the subdivision, the home styles and designs are covered in other sections of the LDC.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on May 17, 2023, recommended approval of the Amendment to the LDC for Model Homes as contained in the draft ordinance with a minor change of the word in subsection 3.4.14(4.d) to read as follows: *"No Model Home shall be used for living purposes, either temporarily or permanently, until after the Model Home use has ended ~~or~~ and at such time the plat has been recorded, when required."*

Budget Impact:

Codification by the Municipal Code Corporation and legal notices for Land Development Code Amendment costs are estimated at \$1,500.

Strategic Impact:

GOAL 1: Economic Development

Recommendation:

City Council to approve Final Reading and Adoption of Ordinance No. 2023-10, Amending Section 3.5 of the Land Development Code for model homes.

Attachment(s):

1. Attachment 1 Legal Ad Publication (ADA)
2. Ord 2023-10 LDC Amendment Model Homes(Final).SGS.v2

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 6/14/2023

Approved - 6/14/2023

Final Approval - 6/14/2023

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2023-10
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-10. The final public hearing on the ordinance will be held on Tuesday, June 20, 2023, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2023-10 is as follows:

ORDINANCE NO. 2023-10

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA,
PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA
LAND DEVELOPMENT CODE RELATED TO TEMPORARY
SALES OFFICES AND MODEL HOMES IN NEW
DEVELOPMENTS; PROVIDING FOR LEGISLATIVE FINDINGS
AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY
OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER III,
ZONING REGULATIONS, SECTION 3.5, SUPPLEMENTAL
REGULATIONS; PROVIDING FOR THE IMPLEMENTATION OF
ADMINISTRATIVE ACTIONS; PROVIDING FOR
CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A
SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: June 9, 2023

ORDINANCE NO: 2023-10

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE RELATED TO TEMPORARY SALES OFFICES AND MODEL HOMES IN NEW DEVELOPMENTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER III, ZONING REGULATIONS, SECTION 3.5, SUPPLEMENTAL REGULATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the City has determined that the amendments to its Land Development Code, as set forth herein, advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

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

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

SECTION 2. AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER III, ZONING REGULATIONS, SECTION 3.5, SUPPLEMENTAL REGULATIONS. The City of Mount Dora Land Development Code, Chapter III, Zoning Regulations, Section 3.5, Supplemental Regulations is hereby revised and amended as follows:

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

Section 3.5. - Supplemental regulations.

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

1. The structure must comply with applicable construction codes, meet the minimum setback requirements of the zoning district and parking areas must be landscaped in accordance with the landscaping regulations.
2. The sales office may not be utilized to conduct sales of any product or service other than lots and/or dwellings within the specific development.
3. Approval for one (1) sales office per plat may be granted for a period not to exceed one year or until 99 percent of the lots in the development are sold, whichever comes first. Renewals may be approved until 99 percent of the lots in the development are sold.
4. Mulch or paved parking may be permitted on the same lot the sales office is located on or on a lot contiguous thereto. The parking lot shall be removed at the same time the sales office is removed. All parking requirements set forth in the City's Land Development Code shall apply.
- ~~4. New model homes subject to building permit requirements with maximum six units prior to final platting when required. Additional units may be granted by the Development Review Committee. Model homes must include foundation survey and final survey. Once the development plat has been recorded, the model homes limitations no longer apply.~~
4. New Model Home requirements:
 - a. The construction of Model Homes may be permitted prior to final platting, when required, provided that no more than four (4) model homes are constructed in each subdivision or phase of a subdivision.
 - b. An application for the construction of Model Homes shall be submitted to the City Planning and Development Department, in a form approved by the City, with Model Home examples provided locations of Model Homes within the development specified, and any other information deemed necessary and appropriate by the City, along with the applicable fees. Approval of the application shall be in the sole and exclusive discretion of the City Council on a case-by-case basis. Upon approval of a Model Home application, a City Building Permits must be obtained before construction of the same can occur.
 - c. For purposes of this section Model Home means a single residential, duplex, townhome or condominium structure built to code for eventual residential use, not occupied as a dwelling unit, but open to the public for inspection, and used solely for demonstration and selling of residential dwellings being constructed in the same subdivision.
 - d. No Model Home shall be used for living purposes, either temporarily or permanently, until after the Model Home use has ended and at such time the plat has been recorded, when required.

- e. Model Homes shall be used for the sole purpose of public inspection and marketing. No other commercial or residential activities shall be permitted.
- f. The construction/final plans for the subdivision must be approved prior to the submission of a Model Home permit application.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS.

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

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

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

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

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

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

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

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

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

PASSED AND ADOPTED this 20th day of June, 2023.

FIRST READING: June 6, 2023

SECOND READING: June 20, 2023

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Sherry G. Sutphen
City Attorney



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-17** Pertaining to Fiscal Year 22-23 Budget Amendment Related to the City Hall Expansion Project and Approval of the Task Authorization with CPH, LLC for Architectural and Engineering Design Services Associated with the City Hall Expansion Project

Introduction:

Request Adoption of Resolution No. 2023-17 pertaining to Fiscal Year 22-23 Budget Amendment related to the City Hall expansion project and approval of the Task Authorization with CPH, LLC for Architectural and Engineering Design Services associated with the City Hall expansion project.

Discussion:

CPH, LLC and staff spent several months studying the existing City Hall for the feasibility of an expansion for offices, council chamber, and other building areas. There are currently several employees sharing the same office space in City Hall. The Building Division has staff on the second floor and in the basement. They would be more efficient to all be in one location. The original structure, consisting of two stories and a basement, was constructed in 1969. A two-story addition was constructed in 2003. After reviewing all potential options, the only cost feasible option is to add a 2,000 sq. ft. expansion on the southwest corner of the building facing 5th Avenue. This will allow the opportunity to increase the size of Council Chambers (1,000 sf) and add roughly 1,000 sq. ft. of office space on the second floor.

This will increase the number of offices for the Building Division and the seating capacity in the Council Chambers. The cost for this task authorization for design services is \$136,650, which is being split between the general fund and the Building Division budgets. This design process will allow staff to bring back a more accurate construction cost for City Council's consideration.

Budget Impact:

\$88,822.50 from 123 - Building Division and \$47,827.50 from 001 - General Fund, for a total cost of \$136,650.

Strategic Impact:

Maintaining staff and level of service.

Recommendation:

City Council to approve Resolution No. 2023-17 for Budget Amendment and authorize the City Manager's signature and execution of the Task Authorization for CPH, Inc professional design services.

Attachment(s):

1. Resolution 2023-17 - Budget Amendment City Hall Expansion.sgs
2. Exhibit A Reso. No 2023-17
3. Task Authorization.SGScityhallexpansion(VS)revised

Prepared by:	Adam Sumner, CRA Administrator	
Reviewed by:	Vince Sandersfeld, Planning and Development Director	Approved - 6/11/2023
	Marilyn Douglas, Purchasing Manager	Approved - 6/12/2023
	Adam Sumner, CRA Administrator	Approved - 6/12/2023
	Aneta Barton, Budget Director	Approved - 6/12/2023
	Sherry Sutphen, City Attorney	Approved - 6/13/2023
	Jeanann Hand, City Clerk	Approved - 6/13/2023
	Patrick Comiskey, City Manager	Final Approval - 6/14/2023

RESOLUTION 2023-17

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FISCAL YEAR 2022-23 BUDGET RELATED TO THE CITY HALL EXPANSION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF FISCAL YEAR 2022-23 BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 20, 2022, the City of Mount Dora, adopted Resolution 2022-51, approving the City's total operating budget for Fiscal Year 2022-2023; and

WHEREAS, on October 4, 2022, the City of Mount Dora, adopted Resolution 2022-63, which amended the City's total operating budget for Fiscal Year 2022-2023; and

WHEREAS, on January 3, 2023, the City of Mount Dora, adopted Resolution 2023-02, which amended the City's total operating budget for Fiscal Year 2022-2023; and

WHEREAS, on April 18, 2023, the City of Mount Dora, adopted Resolution 2023-11, which amended the City's total operating budget for Fiscal Year 2022-2023; and

WHEREAS, in order to initiate the City Hall Expansion Project it is necessary to further amend the City's 2022-23 operating budget.

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

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Fiscal Year 2022-23 Budget Amendment. The 2022-23 fiscal year budget is hereby amended to appropriate funds in the amount of \$762,609.00, that will be used for City Hall Expansion Project.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to

the City Hall Expansion Project and the budget amendment related thereto, 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 20th day of June 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Sherry G. Sutphen
City Attorney

Exhibit "A"

PROPOSED BUDGET FISCAL YEAR 2022 - 2023

FUND	Final budget	Duke Energy Foundation Economic Development Grant	Wastewater treatment Plant #1 Maintenance	Mid-Year Budget Amendment	City Hall Expansion	Amended budget
	2022-51	2022-63	2023-02	2023-11	2023-17	
001 - General Fund	\$ 26,777,120	\$ 17,000	\$ -	\$ 48,414	\$ 762,609	\$ 27,605,143
015 - CARES Act Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111 - Discretionary Sales Tax	\$ 3,357,917	\$ -	\$ -	\$ (253,831)	\$ -	\$ 3,104,086
117 - Community Redevelopment Agency	\$ 3,043,184	\$ -	\$ -	\$ -	\$ -	\$ 3,043,184
118 - Northeast Community Redevelopment Agency	\$ 8,667,125	\$ -	\$ -	\$ -	\$ -	\$ 8,667,125
123 - Protective Inspections	\$ 4,457,761	\$ -	\$ -	\$ -	\$ (762,609)	\$ 3,695,152
124 - Police Impact Fee	\$ 325,038	\$ -	\$ -	\$ -	\$ -	\$ 325,038
125 - Fire Impact Fee	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
126 - Library Impact Fee	\$ 707,502	\$ -	\$ -	\$ -	\$ -	\$ 707,502
127 - Parks Impact Fee	\$ 3,147,155	\$ -	\$ -	\$ 55,524	\$ -	\$ 3,202,679
131 - Fire Assessment Fee	\$ 11,653,004	\$ -	\$ -	\$ (1,911,050)	\$ -	\$ 9,741,954
150 - Cemetery	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000
200 - Debt Service	\$ 1,563,165	\$ -	\$ -	\$ -	\$ -	\$ 1,563,165
310 - Capital Construction	\$ 30,486,634	\$ -	\$ -	\$ (1,848,401)	\$ -	\$ 28,638,233
410 - Electric	\$ 11,825,693	\$ -	\$ -	\$ -	\$ -	\$ 11,825,693
415 - Electric Construction	\$ 1,475,207	\$ -	\$ -	\$ -	\$ -	\$ 1,475,207
421 - Water / Wastewater Utility	\$ 42,443,386	\$ -	\$ 289,071	\$ (25,152,523)	\$ -	\$ 17,579,934
422 - Wastewater Impact Fee	\$ 2,905,323	\$ -	\$ -	\$ -	\$ -	\$ 2,905,323
423 - Water Impact Fee	\$ 2,116,549	\$ -	\$ -	\$ -	\$ -	\$ 2,116,549
425 - Water / Wastewater Construction	\$ 28,622,987	\$ -	\$ -	\$ (25,076,561)	\$ -	\$ 3,546,426
430 - Sanitation Utility	\$ 3,987,042	\$ -	\$ -	\$ -	\$ -	\$ 3,987,042
440 - Stormwater Utility	\$ 4,107,145	\$ -	\$ -	\$ 52,231	\$ -	\$ 4,159,376
445 - Stormwater Construction	\$ 2,760,641	\$ -	\$ -	\$ (23,769)	\$ -	\$ 2,736,872
500 - Public Work Warehouse	\$ 19,413,348	\$ -	\$ -	\$ 330,312	\$ -	\$ 19,743,660
501 - Vehicle Replacement	\$ 257,617	\$ -	\$ -	\$ -	\$ -	\$ 257,617
510 - Self Insured Health	\$ 3,030,736	\$ -	\$ -	\$ -	\$ -	\$ 3,030,736
515 - Property & Casualty & Workers Compensation	\$ 880,544	\$ -	\$ -	\$ -	\$ -	\$ 880,544
Total City Wide Budget	<u>218,441,823</u>	<u>17,000</u>	<u>289,071</u>	<u>(53,779,654)</u>	<u>-</u>	<u>164,968,240</u>

**Exhibit "A" DETAIL FOR RES. 2023-17
STAFF RECOMMENDED ADJUSTMENTS**

FUND	ACCOUNT DESCRIPTION	ADOPTED BUDGET	PROPOSED ADJUSTMENT	AMENDED BUDGET	Description
GENERAL FUND - 001					
001-0000-389.10-01	Estimated Carryover	992,890	762,609	1,755,499	Increase in carryover fund due to increase in funds needed for the City Hall Expansion Project
	REVENUES		762,609		
001-5555-581.03-10	Transfer to General Construction	1,177,500	762,609	1,940,109	Increase in transfer to Construction Fund for the City Hall Expansion Project
	EXPENDITURES		762,609		
BUILDING DIVISION FUND - 123					
123-0000-389.10-001	Estimated Carryover	3,271,716	(762,609)	2,509,107	Decrease in carryover fund due to decrease in funds needed for the City Hall Expansion Project
	REVENUES		(762,609)		
123-5555-581.03-10	Transfer to General Construction	2,500,000	(762,609)	1,737,391	Building Division portion of the City Hall Expansion
	EXPENDITURES		(762,609)		
GENERAL CONSTRUCTION - 310					
123-0000-381.00-01	Transfer from General Fund	2,500,000	(762,609)	1,737,391	Decrease in fund needed for the City Hall Expansion Project from Building Division
001-0000-381-01-11	Transfer from Discretionary Sales Tax Fund	-	762,609	762,609	Increase in fund needed for the City Hall Expansion Project from General Fund
	REVENUES		-		
310-5555-580.62-01-BD2313	Building - City Hall Expansion for Building Division	2,500,000	-	2,500,000	City Hall Expansion for Building Division
	EXPENDITURES		-		
	TOTAL ADJUSTMENT	REVENUES	EXPENDITURES	VARIANCE	
		-	-	-	

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between CPH, Inc (Contractor) and the City of Mount Dora, approved under Resolution 2018-178, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$136,650.00

Budget Account Number: 123-5240-531.00-00

City Project Manager: Adam Sumner

Contractor: CPH, Inc

Contractor Project Manager: Frank Imbruglia

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

Exhibit 1 – Scope of Work & Compensation

Recommended By:

Print: Adam Sumner

Date: 06/05/2023

Signature: 

Reviewed By:

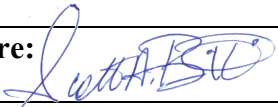
Print: Vince Sandersfeld

Date: 6/5/2023

Signature: *Vince Sandersfeld*

CONTRACTOR ACCEPTANCE

Print Name: Scott A. Breitenstein

Signature: 

Date: 6/5/2023

CITY APPROVAL

Print Name: Crissy Stile, Mayor

Signature: _____

Date: _____

TASK ORDER NO. 2023-B1
EXHIBIT 1
SCOPE OF SERVICES and
COMPENSATION

PROJECT DESCRIPTION

In April of 2022, CPH worked with the CITY on an evaluation of the existing City Hall. The resulting concept plans shall be used for the basis of design for this addition + renovation project. The scope of work shall include the following:

- The addition of two unisex restrooms with showers and a storage room in the basement of the existing city hall.
- The addition of an approximately 100 sf Storage Room on the First floor.
- Interior Remodeling of second floor planning space to add 5 lobby accessible cubicles, a plan drop-off box and remodel existing office into inspector's area.
- The construction of a new two-story addition to expand the council chambers on the first floor and create new offices on the second floor.

CONCEPT PLANS

Conceptual Design has been provided by the CLIENT in the following documents from the City of Mount Dora City Hall Evaluation dated April 2022:

- Basement Existing Conditions
- Basement Conceptual Space Plan Alternative "B" Immediate Needs
- First Floor Existing Conditions
- First Floor Conceptual Space Plan Alternative "B" Immediate Needs
- Second Floor Existing Conditions
- Second Floor Conceptual Space Plan Alternative "B" Immediate Needs

PROJECT SCHEDULE

CPH will begin performance of the above services upon receipt of the executed contract.

A preliminary milestone schedule has been provided by CPH. Based upon this schedule, the anticipated duration of each phase of the project is as follows. This schedule is dependent on the CLIENT providing all required information and reviews in a timely manner. Extensions to the project duration will be reviewed on a case by case basis and may be cause for additional services billed at the Standard Hourly Rates included as a part of this proposal or as an approved negotiated lump sum.

PHASE	ANTICIPATED DURATION
Design & Documentation	6 MONTHS
Bidding and Permitting	3 MONTHS
Construction	TBD

ENVIRONMENTAL (ECOLOGICAL) SCOPE OF SERVICES

NOT INCLUDED

SURVEY SCOPE OF SERVICES

BASIC SERVICES

SUR-1.1 – Boundary and Topographic Survey: Prepare a Boundary and Topographic Survey of approximately 5.2± acres, to include Parcel Identification Number 22-22-30-0000-00-127 (Orange County Property Appraiser website) as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Set perimeter boundary corners only.
- 100' topographic grid of site with a 5' overlap on adjoining boundary lines where accessible.
- Location of existing visible above ground improvements & visible utilities within scope.
- Signed and Sealed Survey.

COST AND COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
SUR-1.1	Boundary & Topographic Survey		\$5,500.00
TOTAL			\$5,500.00

SCOPE OF WORK CLARIFICATIONS

The Survey scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Standard Hourly Rates included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

CIVIL SCOPE OF SERVICES

BASIC SERVICES

CIV-1.0 SITE DESIGN AND PERMITTING

CPH will perform the following as part of this contract:

CPH will prepare the Design Calculations, Site Construction Plans and Site Construction Specifications to include the site grading, coordination with sanitary sewer and water line connections to the new addition and/or relocation of existing water and sewer utilities from the footprint of the new addition. CPH will review architectural plans and coordinate for drainage areas from addition to the surrounding areas.

CPH will assist with permitting and addressing any comments from the City with respect to Site work.

Scope assumes one (1) submittal of applications and supporting documents, and one (1) response to agency comments.

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

CIV-2.0 CONSTRUCTION OBSERVATION & CERTIFICATION

NOT INCLUDED

Construction Administration services will be provided in a separate proposal following the completion of the Design Development phase of the project when the full scope is clarified.

CIV-3.0 PROJECT COORDINATION AND MANAGEMENT

CPH will provide overall project management and support for project matters with the CITY including City Staff Members, City Projects Leads and other City stakeholders.

COST AND COMPENSATION

Services under Basic Services will be provided on a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
CIV-1.0	Site Design & Permitting	Lump Sum	\$17,000.00
CIV-2.0	Construction Observation	Not Included	
CIV-3.0	Project Coordination & Mgmt.	Lump Sum	\$3,000.00
TOTAL		Lump Sum	\$20,000.00

SCOPE OF WORK CLARIFICATIONS

The Civil scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Standard Hourly Rates included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

**LANDSCAPE ARCHITECTURE SCOPE OF SERVICES
NOT INCLUDED**

ARCHITECTURAL SCOPE OF SERVICES

ARCH-1.0 – CODE RESEARCH AND BUILDING ASSESSMENT

Jurisdictional Research

- CPH shall conduct jurisdictional research relative to building related items.
- CPH shall identify building code and design/technical issues that may affect CLIENT's proposed use.
- CPH will coordinate with local Building staff to confirm code questions and building permit requirements for the proposed use.
- For projects that involve an existing building renovation,

Existing Building Assessment

- CPH will conduct an on-site building observation and assessment to document the existing conditions, obtain information required for the design scope of the project and identify any observable deficiencies. CPH shall prepare a building assessment report as a part of this scope of work.

As-Built / Existing Building Revit Model

- CPH will prepare a Revit (BIM) model of the existing building to be utilized in the development of the construction documents for this project. This scope is required since there are no as-built CAD files available for use.

ARCH-2.0 – CONSTRUCTION DOCUMENTATION

Schematic Design

CPH shall prepare Schematic Design (15%) drawings based upon the concept plans developed with the CLIENT. Drawing package shall include a cover sheet, drawing index, and the following information:

- Demolition plans, if applicable.
- Floor plans, denoting spaces and critical dimensions.
- Elevations of major building facades showing fenestration and materials.
- Building sections as necessary for confirming adequate space for structural, mechanical and electrical, telecommunications, and fire protection systems.
- MEP Narrative providing a preliminary description of the proposed approach to the mechanical, plumbing and electrical design.
- Structural Narrative providing a preliminary description of the proposed approach to the structural design.
- Specification Table of Contents to identify the anticipated specification sections for the final design.
- CPH shall prepare up to three (3) conceptual exterior designs for the CLIENT's consideration. Conceptual designs will convey the exterior form, massing and materials by way of elevations and/or 3D renderings.

Design Development

Following review and approval of Schematic Design package by CLIENT, CPH shall prepare Design Development (30%) drawings. The 30% design development drawing package shall at minimum have a cover sheet, drawing index, and the following information.

- Demolition Plans, if required
- Building floor plans showing labeling and dimensioning of rooms/spaces
- Building reflected ceiling plans showing delineated spaces with ceiling heights, materials and lighting fixtures labeled and scheduled.
- Building roof plans showing drainage design including min. roof slope, membrane and insulation of roofing system and Mechanical equipment with penetrations.

- Elevations showing entrances, window arrangements, doors, exterior materials.
- Interior elevations of primary interior spaces.
- One longitudinal and one transverse building section showing floor-to-floor dimensions, stairs and elevators, typical ceiling heights and general roof construction.
- Exterior wall sections for each exterior wall type showing the roof, wall, elevated floor and floor construction.
- Proposed room finish schedule or plans showing finishes for the floors, bases, walls, and ceilings.
- Code summary and Life Safety Plan.
- Outline and/or full specifications for all sections applicable to the project in fully edited or redlined format. Specifications may be in sheet or book format.

Construction Documents

Following CLIENT approval of the Design Development package by CLIENT, CPH shall prepare Construction Documents. Construction documents shall include the following information:

- Demolition plans, if applicable.
- Floor plans with annotation for doors, windows, partitions, enlarged plan and detail callouts and dimensions as required to document the construction.
- Building reflected ceiling plans showing delineated spaces with ceiling heights, materials, ceiling devices and detail callouts as required to document the ceiling construction.
- Roof plans showing slopes, low points, drains and scuppers, equipment pads and detail callouts as required to document the roof construction.
- Exterior elevations with annotation for materials, heights, fenestration and detail callouts as required to document the exterior envelope construction.
- Interior elevations with annotation for materials, heights, equipment and detail callouts as required to document the interior construction.
- Building sections annotated to indicate the rooms and overall spatial configuration of the building design.
- Wall sections of all primary exterior wall conditions with the roof, wall, fenestration and floor systems indicated and detail callouts as required to document the building construction.
- Interior and Exterior Details as required to document the building construction.
- Room, Occupancy, Finish and Door Schedules as required to document the building construction.
- Specifications for all sections applicable to the project in book or sheet format.

ARCH-3.0 – BIDDING / PERMITTING

Bidding Support

CPH shall provide bidding support services to the CLIENT to include the following:

- CPH will assist the CLIENT with review and responses to up to twenty (20) bid RFI's during the bidding process.
- CPH will make recommendations to the owner to facilitate bidding and award of the project to a general contractor.
- CPH will assist the CLIENT in the evaluation of the bids and selection of alternate bids.
- CPH will review and advise the CLIENT on the acceptability of up to five (5) product substitutions proposed by the general contractors during bidding.
- CPH will provide one (1) addendum to the construction documents to address bid questions and clarifications.

Building Permitting

CPH shall provide building permitting services to the CLIENT to include the following:

- CPH shall prepare one (1) signed and sealed permit submittal for the local building permit and one (1) signed and sealed permit submittal for the state or local health department. These submittals may include plans, specifications, renderings and / or calculations.
- CPH shall coordinate the permit submittals for these agencies and track each to the completion of the process where applicable.
- CPH shall review comments by each permitting agency, make required revisions to the design and documentation to address these comments and provide a comment response letter. This scope of work shall include one (1) rounds of permitting review and comments by each permitting agency.
- The CLIENT will be financially responsible for any application, filing or permitting fees required by the permitting agencies

ARCH-4.0 – CONSTRUCTION ADMINISTRATION

NOT INCLUDED

Construction Administration services will be provided in a separate proposal following the completion of the Design Development phase of the project when the full scope is clarified.

ARCH-5.0 – PROJECT MANAGEMENT

CPH will provide project management and support for the project including the following:

- Participation in regular meetings with the CLIENT and QSR representative's bi-weekly meetings from NTP through Permitting. The CPH will utilize the Smartsheet software platform to track the progress of the project from NTP through permitting including schedules, permitting timelines and project status and notes. Smartsheet reports can be shared with the CLIENT to allow for up to the minute status updates. For the purposes of this scope of work, the total duration of the project shall not exceed 6 months.

COST AND COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
ARCH-1.0	Code Research & Building Assessment		
	Code Research & Building Assessment	Lump Sum	\$7,500.00
ARCH-2.0	Construction Documentation		
	Schematic Design	Lump Sum	\$7,250.00
	Design Development	Lump Sum	\$14,750.00
	Construction Documents	Lump Sum	\$22,100.00
	Construction Documentation Sub-total		\$44,100.00
ARCH-3.0	Bidding / Permitting		
	Bidding / Permitting	Lump Sum	\$6,500.00
ARCH-4.0	Construction Administration	Lump Sum	Not Included
ARCH-5.0	Project Management		
	Project Management	Lump Sum	\$4,650.00
	Architectural Scope Total		\$62,750.00

SCOPE OF WORK CLARIFICATIONS

The Architectural scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Standard Hourly Rates included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

STRUCTURAL SCOPE OF SERVICES

STR-1.0 DUE DILIGENCE & DESIGN INTENT

Jurisdictional Research

- CPH shall conduct jurisdictional research CLIENT with respect to Structural related items. CPH shall identify building code, design and technical issues that may affect CLIENT's proposed use.
- CPH will coordinate with local Building staff to confirm jurisdictional requirements for the proposed improvements.

Building Assessment

- CPH shall conduct a building scope trip wherein a representative from the Structural department shall visit the site and document existing conditions and any observed deficiencies. CPH shall observe existing structural systems and compare them to the available as-built documents for use in the development of the structural design.

As-Built / Existing Building Revit Model

- CPH will prepare a Revit (BIM) model of the existing building to be utilized in the development of the construction documents for this project. This scope is required since there are no as-built CAD files available for use.

STR-2.0 DESIGN & PERMITTING

Design Services scope are for the new expansion of approximately 2000 square feet in construction area. Our scope includes the new wall systems design, including foundation. Also, the new intermediate floor composite slab and open web steel joists with metal deck for the roof. Foundation design is anticipated to conventional shallow foundations. If geotechnical report indicates otherwise, and additional service will be submitted for specialty foundation design.

Schematic Design

Following CLIENT approval of the conceptual floor plan, CPH shall prepare a Schematic Design Narrative which will include a preliminary description of the concept solution selected to achieve the design objective, design issues, and assumptions.

The narrative shall describe the proposed structural foundation and framing systems as well as any special structural approaches.

The narrative shall include schematic design calculations for the proposed structural approach including total load and capacity requirements.

Design Development

Following review and approval of Schematic Design package by CLIENT, CPH shall prepare an update to the system narratives submitted in the Schematic Design phase to align with the Design Development design. CPH will coordinate with the Architectural Design on the spacing and sizes of structural elements and other spatial requirements for the structural system.

The design development narrative will include the project approach, how the schematic design review comments received from CLIENT have been addressed, and how the design has been advanced since Schematic Design. The design development narrative shall include a statement confirming that the design complies with CLIENT requirements and applicable codes. The design development narrative shall include the following information as applicable:

- Description of recommended structural concept including choice of framing system including proposed foundation design; summary of special requirements resulting from applicable local codes; methods proposed for corrosion protection, if applicable.

Construction Documents

Following CLIENT approval of the Design Development package by CLIENT, CPH shall prepare Construction Documents. Final construction drawings shall address design review comments received from CLIENT from Design Development. Construction documents shall include the following information:

- Demolition plans, if applicable.
- Structural construction drawings including Full dimensions, notes and details; load criteria for all floor live loads, roof live load, roof snow load, wind load, earthquake design data, and special. Live load reduction of the uniformly distributed floor live loads, if used in the design, shall be indicated; wind calculations, and building category, wind exposure, and internal pressure; seismic design criteria as required by code; soil bearing pressure and lateral earth pressure; properties of all basic building materials and list of codes and standards used.
- Schedules for foundations, columns, walls, beams, slabs, and decks, as applicable.
- Structural details, including Steel connections; and Anchorage of building system equipment and nonstructural building elements.

CPH shall prepare construction documents calculations for each relevant discipline and include all components and elements required for the satisfactory execution and completion of construction work.

Permitting

CPH shall provide signed and sealed Building Permit Submittals, which may include plans, specifications. Permitting Phase shall include responding to one (1) round of comments from Building Department. It is assumed CLIENT will provide any required process information necessary for permitting, including plans, details, schedules, and specifications.

Any meetings beyond those included in the contract will be handled as additional service, and billed in accordance with our Standard Hourly Rates. The CLIENT will be financially responsible for any application or filing fee required by the agencies.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the design required to meet code will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CLIENT will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not included in the scope of this contract, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

STR-3.0 CONSTRUCTION OBSERVATION

NOT INCLUDED

Construction Administration services will be provided in a separate proposal following the completion of the Design Development phase of the project when the full scope is clarified.

COST AND COMPENSATION

Services will be provided on a fixed fee basis in accordance with the table below.

Task	Task Name	Fee Type	Fee
STR-1.0	Code Research & Building Assessment		
	Code Research & Building Assessment	Lump Sum	\$2,650.00
STR-2.0	Design & Permitting		
	Schematic Design	Lump Sum	\$1,650.00
	Design Development	Lump Sum	\$2,650.00
	Construction Documents	Lump Sum	\$8,250.00
	Permitting	Lump Sum	\$1,100.00
STR-3.0	Construction Observation	Not Included	
TOTAL		Lump Sum	\$16,300.00

SCOPE OF WORK CLARIFICATIONS

The Structural scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Standard Hourly Rates included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

MECHANICAL, ELECTRICAL & PLUMBING (MEP) SCOPE OF SERVICES

BASIC SERVICES

MEP-1.0 – CODE RESEARCH & BUILDING ASSESSMENT

Jurisdictional Research

CPH shall conduct jurisdictional research CLIENT with respect to MEP related items. CPH shall identify building code, design and technical issues that may affect CLIENT's proposed use.

CPH will coordinate with local Building staff to confirm jurisdictional requirements for the proposed improvements.

Building Assessment

CPH shall conduct a building scope trip wherein representatives from Mechanical/Plumbing and Electrical shall visit the site and document existing conditions and any observed deficiencies. CPH shall observe existing transformer information, document switchgear capacity, and condition of existing electrical equipment. CPH shall observe the existing fire sprinkler and alarm system, identify type of system, obtain available maintenance records and identify observed deficiencies. Testing of the interior fire suppression system and alarm is not included in the scope of this contract.

MEP-2.0 – DESIGN & PERMITTING

Schematic Design

Following CLIENT approval of the conceptual floor plan, CPH shall prepare a Schematic Design Narrative which will include a preliminary description of the concept solution selected to achieve the design objective, design issues, and assumptions.

The narrative shall describe the proposed mechanical systems and equipment including indoor / outdoor design conditions, ventilation rate / dehumidification / pressurization criteria, equipment capacities / weights / size / power requirements, fuel / utility requirements, and code compliance statement.

- The narrative shall describe the proposed plumbing systems, including domestic cold / hot water, sanitary, and roof drainage
- The narrative shall describe the proposed electrical systems including the lighting and lighting control system and a code compliance statement shall be provided.

Design Development

Following review and approval of Schematic Design package by CLIENT, CPH shall prepare an update to the system narratives submitted in the Schematic Design phase to align with the Design Development design. CPH will coordinate with the Architectural Design on the sizes of mechanical spaces and systems, location and types of lighting fixtures, and other spatial requirements for the MEP systems.

The 60% design development drawing package shall include the following information.

Plumbing Drawings:

- Demolition plans, if applicable.
- Floor plan(s) showing major piping runs, plumbing fixtures and equipment.
- Systems schematics and flow diagrams.
- Plumbing riser diagrams.
- Plumbing details.
- Plumbing Schedules.

Mechanical Drawings:

- Demolition plans, if applicable.
- Floor plan(s) showing single line piping and ductwork schematic layout, terminal air units, and perimeter terminal units.

- Quarter-inch scale drawings of mechanical equipment room(s) showing all mechanical equipment, ductwork, and piping, including equipment access and service requirements in plan, elevations, and cross-sections.
- Roof plan showing all roof-mounted equipment and access to roof.
- Access from mechanical equipment room(s) to freight elevators, if applicable.
- Single line schematic flow and riser diagram(s)
- Airflow quantities and balancing devices for all heating/cooling equipment.
- Water flow quantities and balancing devices for all heating/cooling equipment.
- Flow/energy measuring devices for water and air systems for all cooling, heating, and terminal equipment.
- Automatic control diagram(s) showing control flow diagrams with sensors, valves, and controllers (analog and digital); and sequence of operations of all the systems that describe the control sequences during occupied, 24-hour operations, and unoccupied conditions.
- Mechanical equipment schedules, including chillers, boilers, pumps, air handling units, terminal units, cooling towers, and all equipment required for 24-hour operations.

Electrical Drawings:

- Demolition plans, if applicable.
- Floor plans showing proposed major electrical distribution scheme and locations of electrical rooms and closets and communication closets; Proposed major routing of major electrical feeder runs, bus duct, communication backbone systems, and security systems; and layouts of electrical rooms, showing locations of major equipment, including size variations by different manufacturers.
- Single line diagram of the building power distribution system.
- Lighting plan of typical office layout, typical non-commercial / commercial areas, and other special spaces.
- Electrical schedules.
- Electrical riser diagrams.
- Electrical details.

It is assumed product/materials specifications will be provided on the construction plans. Preparation of a separate project manual is not included but can be provided for an additional fee.

Construction Documents

Following CLIENT approval of the Design Development package by CLIENT, CPH shall prepare Construction Documents. Final construction drawings shall address design review comments received from CLIENT from Design Development. Construction documents shall include the following information:

Plumbing Drawings:

- Demolition plans, if required
- Floor plans, including layout and fixtures, equipment and piping.
- Riser diagrams for waste and vent lines.
- Riser diagrams for domestic cold and hot water lines.
- Plumbing fixture schedule.

Mechanical Drawings:

- Demolition plans, if applicable
- Floor plan(s) showing Double line piping and ductwork layout; Terminal air units; Perimeter terminal units; and Locations of automatic control sensors.
- Roof plan showing all roof-mounted equipment and access to roof.
- Mechanical details including drawings of mechanical equipment room(s), all mechanical equipment, ductwork, and piping, including access and service requirements in plan, elevations, and cross-sections; all valves, indicating locations where temperature, pressure, flow, and if remote sensing is required; and Fire dampers and volume control dampers; ductwork ahead of the distribution terminals shall be indicated in true size (double line).

- Single line schematic flow and riser diagram(s) airflow quantities and balancing devices for all heating/cooling equipment; water flow quantities and balancing devices for all heating/cooling equipment; and flow/energy measuring devices for water and air systems for all cooling, heating, and terminal equipment, and their interface with the BAS.
- Automatic control diagrams, showing All sensors, valves, and controllers (analog and digital inputs for controllers, front end equipment, and system design); Control signal interfaces, including sequence of operation of all heating, ventilating, and cooling systems during occupied and unoccupied conditions
- Schedules for equipment, including: chillers, boilers, pumps, air handling units, terminal units, cooling towers, and all equipment required for operations.
- Air balance relationships between spaces.

Fire Protection Drawings:

- CPH shall provide critical plans based on current code and NFPA requirements. Final Fire Suppression System and Alarm System design will be provided by Fire Suppression contractor contracted under the General Contractor for the project. CPH will not provide any design drawings or recommendations for the fire suppression and alarm system.

Electrical Drawings:

- Demolition plans, if required.
- Floor plans including dimensions, notes, and details.
- Lighting, power distribution, and communications raceway distribution, and locations of fire alarm and annunciator panels.
- Single-line diagram of primary and secondary power distribution, including normal power, emergency power, and UPS.
- Circuit layout of lighting control system.
- Layout of electrical equipment spaces.
- Schedules for switchgear, switchboards, motor control centers, panelboards, and unit substations.
- Storage areas for electrical equipment/spare parts.
- It is assumed upgrades to site utility service including the onsite transformers will be designed by utility providers and supplied to CPH. Design of primary utility feeds to the site are not included in the scope of this contract

CPH shall prepare construction documents calculations for each relevant discipline and include all components and elements required for the satisfactory execution and completion of construction work.

It is assumed product/materials specifications will be provided on the construction plans. Preparation of a separate project manual is not included but can be provided for an additional fee

MEP-2.3 – PERMITTING

CPH shall provide signed and sealed Building Permit Submittals, which may include plans, specifications and / or calculations. Permitting Phase shall include responding to one (1) round of comments from Building Department. It is assumed CLIENT will provide any required process information necessary for permitting, including plans, details, schedules, and specifications.

Any meetings beyond those included in the contract will be handled as additional service, and billed in accordance with our Standard Hourly Rates. The CLIENT will be financially responsible for any application or filing fee required by the agencies.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the design required to meet code will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CLIENT will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review

process, and not included in the scope of this contract, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

CONSTRUCTION OBSERVATION

NOT INCLUDED

Construction Administration services will be provided in a separate proposal following the completion of the Design Development phase of the project when the full scope is clarified.

COST AND COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
MEP-1.0	Code Research & Building Assessment		
	Code Research & Building Assessment	Lump Sum	\$6,600.00
MEP-2.0	Design & Permitting		
	Schematic Design	Lump Sum	\$1,000.00
	Design Development	Lump Sum	\$9,500.00
	Construction Documents	Lump Sum	\$12,700.00
	Permitting	Lump Sum	\$2,300.00
MEP-3.0	Construction Observation		Not Included
TOTAL		Lump Sum	\$32,100.00

SCOPE OF WORK CLARIFICATIONS

The MEP scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Standard Hourly Rates included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

**ENTITLEMENT & PERMIT MANAGEMENT SCOPE OF SERVICES
NOT INCLUDED**

1117 East Robinson St.
Orlando FL 32801
Phone: 407.425.0452
Fax: 407.648.1036



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-23**, Preliminary Fire Assessment Rate

Introduction:

This is a request for City Council to approve Resolution No. 2023-23, Fire Services Special Assessment for Fiscal Year 2023-2024.

Discussion:

City of Mount Dora Ordinance No. 2015-08 authorizes the imposition of a Fire Services Assessment for fire protection services, facilities and programs against Assessed Property within the City. Each year, it is necessary for City Council to pass an Initial Assessment Resolution establishing the maximum assessment rate. This Resolution, 2023-23, is the Initial Assessment Resolution for the current year.

The Fire Services Assessment Rate per residential dwelling unit is \$219, which represents 61.15% of the maximum allowed by ordinance. Commercial rates are based on the square footage of the facility. This resolution, if approved by the City Council, will set the maximum rates for residential and commercial properties for the coming year. At the last City Council meeting in September, the final rates for the coming year will be established. Fire Services may include operating functions, salaries of the firefighters and officers, capital programs and projects.

Budget Impact:

The Fire Assessment Fee will allow the City to address public safety needs of the City while creating a more diversified method of funding fire protection services.

Strategic Impact:

City Council Strategic Goal 2: Infrastructure / Public Safety

Recommendation:

City Council to approve Resolution No. 2023-23.

Attachment(s):

1. Resolution 2023-23 Preliminary Re-Imposition of Fire Assessment FY2023-24.SGS

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 6/12/2023

Approved - 6/14/2023

Approved - 6/14/2023

Final Approval - 6/14/2023

RESOLUTION NO. 2023-23

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE RE-IMPOSITION OF THE FIRE SERVICES SPECIAL ASSESSMENT AND ESTABLISHMENT OF PRELIMINARY ASSESSMENT FOR FISCAL YEAR 2023-24; PROVIDING FOR AUTHORITY; PROVIDING A PURPOSE AND DEFINITIONS; PROVIDING FOR THE DELIVERY OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE SERVICES SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR COST APPORTIONMENT METHODOLOGY; PROVIDING FOR PARCEL APPORTIONMENT METHODOLOGY; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND THE ESTABLISHMENT OF ANNUAL FIRE SERVICES SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023-24; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING FOR AUTHORIZATION OF PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING A METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora, Florida enacted Ordinance No. 2015-08, which was codified into Chapter 78, Part VI and VII of the City of Mount Dora Code of Ordinances (hereafter referred to as the "City Code" or "Ordinance"), which authorizes the annual imposition of Fire Services Assessments for fire protection services, facilities and programs against Assessed Property within the City; and

WHEREAS, on May 15, 2018, the City adopted Resolution 2018-57 (the "Amended and Restated Initial Assessment Resolution") and on September 13, 2018 the City adopted Resolution 2018-141 (the "Amended and Restated Final Assessment Resolution"); and

WHEREAS, for fiscal year 2022-23, the Fire Services Assessment was adopted through preliminary assessment Resolution 2022-40 on June 21, 2022, and final assessment Resolution 2022-55, on September 6, 2022; and

WHEREAS, the imposition of a Fire Services Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property; and

WHEREAS, the City desires to re-impose Fire Services Assessments for the funding of fire protection services, facilities, or programs providing special benefits to Assessed Property within the City; and

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2023, the Ordinance requires the City Council to adopt a Preliminary Assessment Resolution, commencing the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2023; and

WHEREAS, this Preliminary Assessment Resolution contains and references a brief and general description of the fire protection services, facilities and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance.

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 findings are hereby adopted.

SECTION 2. Authority. This Resolution is adopted pursuant to the provisions of the City Code, the Amended and Restated Initial Assessment Resolution 2018-57, the Amended and Restated Final Assessment Resolution 2018-141, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

SECTION 3. Purpose and Definitions.
A. This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the re-imposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2023.

B. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 4. Delivery and Funding of Fire Protection Services.
A. Upon the imposition of a Fire Services Assessment for fire protection services, facilities or programs against Assessed Property located within the geographic area of the City, the City shall provide such fire protection services, facilities or programs to such Assessed Property. All or a portion of the cost to provide such fire protection services, facilities or programs shall be funded from proceeds of the Fire Services Assessments. The remaining cost, if any, required to provide fire protection services, facilities and programs shall be funded by available City revenues other than Fire Services Assessment proceeds.

B. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the geographic area of the City will be benefited by the City's provision of fire protection services, facilities and programs in an amount not less than the Fire Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. Imposition and Computation of Fire Services Special Assessments. Fire Services Special Assessments shall be imposed within the City until discontinued or changed. Fire Services Special Assessments shall be computed in a manner set forth in this Preliminary Rate Assessment Resolution.

SECTION 6. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Amended and Restated Initial Assessment Resolution and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 7. Cost Apportionment Methodology. The Cost Apportionment embodied in the Amended and Restated Initial Assessment Resolution is hereby affirmed and incorporated herein by reference.

SECTION 8. Parcel Apportionment Methodology. The Parcel Apportionment embodied in the Amended and Restated Initial Assessment Resolution is hereby affirmed and incorporated herein by reference. It is hereby determined that the Parcel Apportionment methodology described and determined in the Amended and Restated Initial Assessment Resolution is to be applied in the calculation of the estimated Fire Services Assessment rates established in Section 9 of this Preliminary Rate Resolution.

SECTION 9. Determination of Fire Services Assessed Costs; Establishment of Annual Fire Services Special Assessments for Fiscal Year 2023-24.

A. The Fire Services Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2023, is \$2,320,556

B. The estimated Fire Services Special Assessment to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Assessed Cost for the Fiscal Year beginning October 1, 2023, is hereby established as follows for the purpose of this Preliminary Rate Resolution:

Preliminary Fire Services Special Assessment Rates

Residential Property Use Category	Rate Per Dwelling
Residential	\$219.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.16
Industrial/Warehouse	\$0.03
Industrial	\$0.42

The Estimated Gross Revenue for Fiscal Year 2023-24 is \$2,320,556; estimated exempt buy-down is \$171,610. Estimated Net Revenue, therefore, is \$2,148,947

- i. No Fire Services Assessment shall be imposed upon a parcel of Government Property or upon Buildings located upon parcels of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law; however, Government Property that is owned by federal mortgage entities such as VA and HUD shall not be exempt from Fire Services Assessment.
- ii. Any shortfall in the expected Fire Services Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Services Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Council is improper or otherwise adversely affects the validity of the Fire Services Assessment imposed, the sole remedy shall be the imposition of a Fire Services Assessment upon each affected Tax Parcel in the amount of the Fire Services Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Council.
- iii. The approval of the Estimated Fire Services Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Services Assessed Costs. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available City revenue other than Fire Services Assessment proceeds.
- iv. The estimated Fire Services Assessments specified in the Estimated Fire Services Assessment Rate Schedule are hereby established to fund the specified Fire Services Assessed Costs determined to be assessed for the Fiscal Year 2023-2024. No portion of such Fire Services Assessed Costs are attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Services Assessed Costs are attributable to the Emergency Medical Services Cost.

- v. The estimated Fire Services Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2023 as provided in Section 10 of this Preliminary Rate Resolution.

SECTION 10. Assessment Roll.

A. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2023, in the manner provided in the City Code. The Assessment Roll shall include all Assessed Property. The City Manager shall apportion the estimated Fire Services Assessed Cost to be recovered through the Fire Services Assessments in the manner set forth in this Preliminary Rate Resolution.

B. A copy of the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, this Preliminary Rate Resolution, documents related to the estimated amount of the Fire Services Assessed Cost to be recovered through the imposition of Fire Services Assessments, and the preliminary Assessment Roll shall be maintained on file in the Office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

C. It is hereby ascertained, determined, and declared that the method for determining the Fire Services Assessments for fire protection services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Services Assessed Cost among parcels of Assessed Property within the City.

SECTION 11. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Thursday, September 7, 2023, at the City of Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida, at which time the City will receive and consider any comments on the Fire Services Assessment from the public and affected property owners and consider imposing the Fire Services Assessments for the Fiscal Year commencing October 1, 2023, collecting such assessments imposed on Assessed Property within the City on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 12. Notice by Publication. The City Manager shall publish notice of the public hearing authorized by Section 11 hereof in the manner and time provided in Section 78.980 of the City Code of Ordinance. The notice shall be published no later than August 17, 2023, in substantially the form attached hereto as **Exhibit "A"**.

SECTION 13. Notice by Mail. The City Manager or designee shall also provide notice by first class mail to the owner of each Assessed Property, as required by Section 78.981 of the Code. Such notice shall be in substantially the form attached hereto as **Exhibit "B"**. The notices shall be mailed no later than August 17, 2023. If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Florida Statutes, Section 200.069, also fulfills the requirements of this section, then the separate mailing requirement will be deemed

to be fulfilled by the TRIM notice.

SECTION 14. Method of Collection. It is hereby declared that the Fire Services Assessments re-imposed on Assessed Property in the City shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2023.

SECTION 15. Application of Assessment Proceeds. Proceeds derived by the City from the Fire Services Assessments will be utilized for the provision of fire protection services, facilities and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities and programs.

SECTION 16. 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 17. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 18. 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 19. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of June 2023.

CRISSY STILE, MAYOR
City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Sherry G. Sutphen, City Attorney

Exhibit “A”
(To be published no later than August 17, 2023)

**NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR
COLLECTION OF FIRE SERVICES SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of the City of Mount Dora, will conduct a public hearing to consider imposing fire services special assessments for the provision of fire protection services within the City for the Fiscal Year beginning October 1, 2023.

The hearing will be held at 6:00 p.m., or as soon thereafter as possible, on Thursday, September 7, 2023, in the Council Chambers at the City of Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have a right to appear at the hearing and to file written objections with the City within twenty (20) days of this notice. If a person decides to appeal any decision made by the City with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is based.

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 no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

The assessments for each parcel of property will be based upon each parcel's Property Use classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire services assessment schedule being considered by City Council for the Fiscal Year beginning October 1, 2023:

Residential Property Use Category	Rate Per Dwelling
Residential	\$219.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.16
Industrial/Warehouse	\$0.03
Industrial	\$0.42

Copies of the Fire Services Special Assessment Ordinance, the Amended and Restated Initial

Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution initiating and imposing the fire services assessment, the preliminary assessment roll, and other documentation related to the proposed Fire Services Special Assessment are available for inspection at the City Manager's office located at City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The Fire Services Special Assessment will be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by Florida Statutes, section 197.3632. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions regarding your Fire Services Special Assessment, please contact the City at (352) 735-7185 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

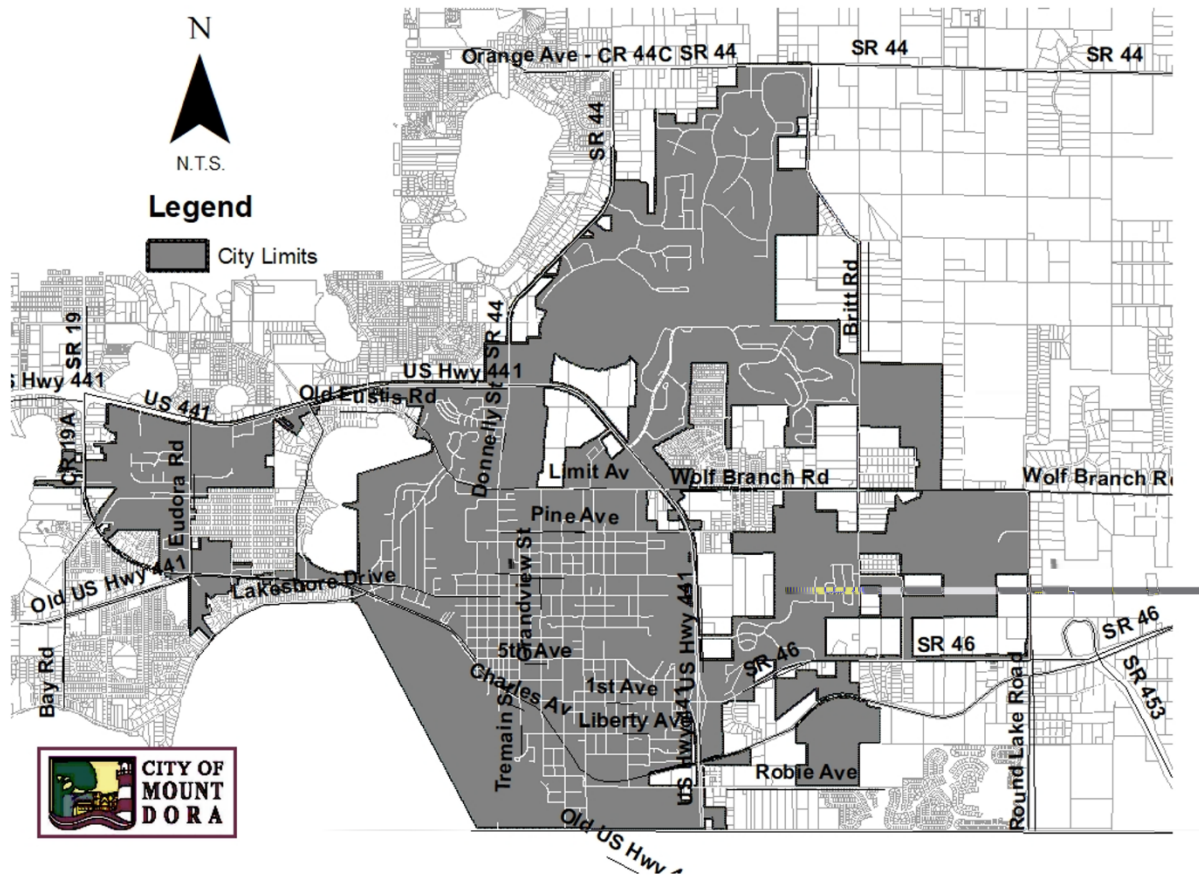


EXHIBIT "B"
(To be mailed no later than August 17, 2023)

City of Mount Dora
510 North Baker Street
P.O. Box 176
Mount Dora, Florida 32757

CITY OF MOUNT DORA, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR COLLECTION OF FIRE PROTECTION
SERVICES NON-AD VALOREM ASSESSMENTS

NOTICE DATE: August 17, 2023

«OwnerName»
«OwnerAdd1»
«City» <State>
<Zip>

Tax Parcel ID#: «PIO»
Sequence Number: «SeqPrefix»«SeqNum»
Legal: <LegalDesc>

*******NOTICE TO PROPERTY OWNER*******

As required by Florida Statutes, Section 197.3632, and as directed by the City of Mount Dora (City) pursuant to City of Mount Dora Code of Ordinances, Chapter 78, Part VII, notice is hereby given that the City will consider adopting a special assessment which may be levied on your property for fire protection services, facilities and programs using the tax bill collection method. The total fire assessment revenue to be collected for the fire protection services special assessments for Fiscal Year 2023-2024, within the City, is estimated to be \$2,320,556. However, this amount only represents a portion of the City's fire services budget. The assessment is based on the classification of each parcel of assessed property and number of billing units contained within the specified Property Use Categories. The above-listed parcel has the following units:

<u>Category</u>	<u>Type and Number of Billing Units</u>	<u>Fiscal Year 23-24 Assessment</u>
[Category]	[ParcelUnit][UnitDesc]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]
	Total Assessment	\$(Sum)

The maximum annual fire protection services assessment that can be charged without further notice for Fiscal Year 2023-24 and for future fiscal years for the above parcel is \$(Sum)

A hearing will be held at 6:00 p.m., or as soon thereafter as possible, on Thursday, September 7, 2023, in the Council Chambers at the City of Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida, for the purpose of receiving public comment on the proposed assessments.

You and all other affected property owners have the right to appear at the hearing and to file written objections with the City within twenty (20) days of this notice. If you decide to appeal any decision

made by the City with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is based.

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 no later than seven (7) days prior to the proceedings. Telephone (352)735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800)955-8771 (TDD) or (800)955-8770 (Voice) for assistance.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days after the date of City action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Services Special Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution initiating and imposing the fire protection services assessment, the preliminary assessment roll, and other documentation related to the proposed Fire Protection Services Special Assessment are available for inspection at the City Manager's office located at City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Both the fire protection services non-ad valorem assessment amounts shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2023. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your Fire Services Special Assessment, please contact the City at (352) 735-7179 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

*******THIS IS NOT A BILL*******



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Approve Designation of Acting City Manager for Future Leave

Introduction:

This is a request for City Council to approve City Manager Patrick C. Comiskey's designation of an acting city manager for future leave.

Discussion:

Article V, Section 24 of the City of Mount Dora Charter indicates that, “by letter of record filed with the city council, the city manager shall designate, subject to approval of the city council, a qualified city administrative officer or department head to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager of not less than three (3), nor more than twenty-one (21), days duration.”

In accordance with this provision of the City’s Charter and in preparation for future leave notifications, City Manager Patrick C. Comiskey hereby submits for City Council approval his letter of record to designate Jim Faulkner, Information Technology Director, as acting city manager during any and all future absences of three (3) days up to and not to exceed twenty-one (21) days in duration.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve City Manager Patrick C. Comiskey's designation of Jim Faulkner as acting city manager for future leave.

Attachment(s):

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 6/12/2023
Final Approval - 6/14/2023



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

DATE: June 20, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Informational - Procurement Notification

Introduction:

This is an opportunity for the City Manager to provide information to City Council regarding the purchase of Fleet Vehicles and Capital Equipment.

Discussion:

Pursuant to Section 3.9-4. of the City of Mount Dora Purchase Policy adopted by City Council under Resolution No. 2021-107, the following fleet/capital equipment purchases are provided to City Council:

Attachment	Date Issued/ Paid	PO#	Vendor	Amount Encumbered	Amount Spent
1 & 2	4/13/2023	23-00601	Stingray Chevrolet (LEO Vehicles)	\$ 90,718.00	\$ 90,718.00
3	4/13/2023	23-00602	Dana Safety & Supply (LEO Vehicle Upfitting)	\$ 33,320.18	\$ 33,320.18

Budget Impact:

As indicated in the attachments.

Strategic Impact:

N/A

Recommendation:

Informational only.

Attachment(s):

1. Attachment #1 LEO Replacement Vehicles PO 23-00601
2. Attachment #2 Vehicle Invoices
3. Attachment #3 Upfitting Invoice

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 6/14/2023

Final Approval - 6/14/2023



CITY OF MOUNT DORA

510 N Baker St
Mount Dora, Florida 32757
Phone:(352) 735-7176 Fax: (352) 735-1406
Email: purchasing@cityofmoundora.com

ATTACHMENT #1

PURCHASE ORDER

NO.: 23-00601

DATE: 04/13/23

VENDOR NO.: 007735

Issued To:

STINGRAY CHEVROLET
2002 N. FRONTAGE ROAD
PLANT CITY FL 33566

Ship To:

POLICE
PAMELA KLIM-BJURMARK
1300 NORTH DONNELLY ST
Mount Dora, FL 32757

PO Description: TWO 2023 MODEL CHEVROLET TAHOE POLICE VEHICLES

Quantity	Unit	Description	Unit Cost	Amount
2	EA	2023 MODEL CHEVROLET TAHOE POLICE VEHICL	\$38,423.00	\$76,846.00
		001-5555-580.64-01		
2	EA	REAR CAMERA MIRROR INSIDE REARVIEW AUTO	\$474.00	\$948.00
		001-5555-580.64-01		
2	EA	FRONT AUXILIARY RED/WHITE DOME LIGHT	\$169.00	\$338.00
		001-5555-580.64-01		
2	EA	REAR DOOR LOCKS AND HANDLES INOPERATIVE	\$61.00	\$122.00
		001-5555-580.64-01		
2	EA	REAR WINDOW SWITCH OPERABLE	\$56.00	\$112.00
		001-5555-580.64-01		
2	EA	AUTO DOOR LOCK DISABLE	\$49.00	\$98.00
		001-5555-580.64-01		
2	EA	ALLY FOR GM MAJOR GUARD 7 YEAR OR 100,00	\$5,707.00	\$11,414.00
		001-5555-580.64-01		
2	EA	6 COMBO KEYS-KEYLESS START FOB (3 EACH)	\$186.00	\$372.00
		001-5555-580.64-01		

001-5555-580.64-01

TOTAL: \$90,718.00

Notes: PRICING PER PIGGYBACK OF FSA BID FSA22-VEL 30.0 FOR SPEC ITEM #219

REFERENCE STINGRAY REVISED QUOTE DATED 04/12/2023.

CC15706/9C1-SPEC #219 BASE MODEL COST- \$38,423.00

OPTIONS TO INCLUDE PER EACH VEHICLE:

DRZ \$474.00; 6C7 \$169.00; 6N6 \$61.00; 6N5 \$56.00; BCV \$49.00; 6J7 STD; WARRANTY 7YR/100K \$5,707.00; 6 FOBS (3 PER VEHICLE) \$186.00; GAZ \$0; H1T \$0; NTAG \$234.

STD WARRANTY: BASIC 3 YEARS/36,000 MILES; 0 DEDUCTIBLE; DRIVETRAIN: 5 YEARS/100,000 MILES; 0 DEDUCTIBLE; CORROSION: 3 YEARS/36,000 MILES (RUST-THROUGH 6 YEARS/100,000 MILES; ROADSIDE ASSISTANCE: 5 YEARS/100,000 MILES

GM MAJOR GUARD WARRANTY: 7 YEAR OR 100,000 MILE; \$0 DEDUCTIBLE.

BASE COST TOTAL \$ 38,423.00

OPTIONS TOTAL \$ 6,936.00

GRAND TOTAL PER UNIT = \$45,359.00

ABOVE QUOTE IS FOR 2 TAHOES CURRENTLY IN STOCK

The Purchase Order Number MUST appear on all Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or cancel this Purchase Order or any part thereof without recourse from the vendor shown. This Purchase Order is void 180 days after the listed delivery date above unless extended by written permission of the City.



Authorized Signature

TERMS AND CONDITIONS

1. **AGREEMENT.** This Purchase Order including the terms and conditions hereof, and other documents attached or referenced by the City constitute the sole and entire agreement between the parties hereto. The City does hereby retain the Supplier to furnish those goods and/or services and perform those tasks as described in this Purchase Order and as further described in any additional documents attached hereto by the City and incorporated herein. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. In the event of legal action in connection with this Purchase Order, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action which may be brought pursuant to this Purchase Order.
2. **DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the City to cancel this Purchase Order holding the Supplier accountable therefor, and may charge the Supplier with any increased cost or other losses incurred thereon pursuant to Florida Statutes, Chapter 672, unless deferred shipment is requested and agreed to by the City in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries.
3. **WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to City that the goods or services shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for City's particular purpose. Supplier further warrants that at the time the goods or services are accepted by City, they shall have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596), as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.
4. **MODIFICATIONS.** This Purchase Order can be modified or rescinded only in writing executed by the parties.
5. **TERMINATION.** The City may, by written notice to the Supplier, terminate this Purchase Order, in whole or in part, at any time, either for the City's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice of termination, Supplier shall discontinue any further deliveries unless the notice directs otherwise. In such event, City shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Purchase Order. In no event shall City be liable for incidental or consequential damages by reason of such termination.
6. **INDEMNIFICATION.** The Supplier agrees to be liable for any and all damages, losses, and expenses incurred, by the City in any way related to the goods and/or services provided herein, caused by the acts and/or omissions of the Supplier. The Supplier agrees to indemnify, defend and hold the City harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Supplier through and including any appeals in any way related to the goods and/or services provided herein. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage and shall survive termination or natural expiration of this Agreement. The Supplier waives any and all right or opportunity to contest the enforceability of this paragraph and agrees that in the event this paragraph, or any part hereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this paragraph shall be construed so as to be enforceable to the maximum extent permitted by applicable law. It is understood and agreed that the City retains all rights, benefits and entitlements of sovereign immunity in accordance with Florida Statutes, Section 768.28.
7. **INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the City. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish the City with Certificate of Insurance upon request. Any certificate requested shall be provided to the City within ten (10) days from notice. Supplier shall notify the City in the event of cancellation, material change, or alteration related to the Supplier's insurance coverage. **All policies shall name the City of Mount Dora as an additional insured.**
8. **INSPECTION.** All goods and services are subject to inspection and rejection by the City at any time including during their manufacture, construction or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the City, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection and quality control.
9. **TAXES.** The City of Mount Dora is not subject to tax.
10. **FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to the City of Mount Dora, 510 N. Baker St. Mount Dora Florida 32757. Invoices are to be billed at the prices stipulated. All invoices must reference the City's Purchase Order number.
11. **DISCOUNT PAYMENT TERMS.** It shall be understood that the cash discount period to the City will be from the date of the invoice and not from the receipt of goods/services.
12. **PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this Purchase Order, subsequent to its acceptance but prior to payment therefor, will be applicable to this Purchase Order.
13. **PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice, and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling and shipping information and also this Purchase Order number. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
14. **QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from the City. Excess quantities may be returned to Supplier at Supplier's expense in the sole discretion of the City.
15. **ASSIGNMENT.** Supplier may not assign, transfer or subcontract any part of this Purchase Order or any right or obligation hereunder without the City's written consent. Any unauthorized assignment, transfer or subcontract shall be null and void.
16. **EQUAL OPPORTUNITY EMPLOYER.** The City is an Equal Employment Opportunity (EEO) employer and, as such, requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin and creed as may be applicable to the Supplier. Any authorized subcontractors shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
17. **RIGHT TO AUDIT RECORDS.** The City shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to performance under this Purchase Order or any supplement to this Purchase Order. Supplier shall maintain such books and records for a period of five (5) years from the date of final payment under this Purchase Order unless the City otherwise authorizes a shorter period in writing.
18. **FISCAL YEAR FUNDING APPROPRIATION.** Goods and/or services to be provided in accordance with the Purchase Order are subject to the annual appropriation of funds by the City in its sole discretion.
19. **FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept this Purchase Order as specified may be cause for cancellation. Suppliers who default are subject to suspension and/or debarment in the sole discretion of the City.
20. **AGREEMENT AND PURCHASE ORDER CONFLICT.** To the extent of any conflict between this Purchase Order or any purchase order or other document issued by the Supplier the terms and conditions of this Purchase Order shall prevail. Whenever the terms and conditions of any Master Agreement, between the City and the Supplier, conflict with this Purchase Order, the terms and conditions of the Master Agreement shall prevail.
21. **FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Florida Statutes, Chapter 119.
22. **E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION.** Supplier shall be registered with the U.S. Department of Homeland Security's E-Verify system to provide goods or perform work under this Purchase Order and shall fully comply with the requirements of Florida Statutes, Section 448.035. Information on the E-Verify Program may be obtained at the Department of Homeland Security website <http://www.dhs.gov/E-Verify>.

Rev. 1/2021

ATTACHMENT #2

STINGRAY CHEVROLET**vendor: 7735****FLEET and COMMERCIAL**

SOLD TO City of Mount Dora
 ADDRESS 510 N Baker Street
 Mount Dora, FL 32756

(mailing address)**2002 N Frontage Rd****Plant City, FL 33563****(813) 359-5420**

(contacts: Kyla Flores / Peter Popiel)

INVOICE NUMBER**PR295160****DATE****April 19, 2023**

MAKE	YEAR	MODEL	CYL	STOCK NUMBER		KEY CODE
Chevrolet	2023	TAHOE PPV 2WD	8	PR295160	New	Z3101
Vehicle Identification Number					<u>UNIT</u>	-
1GNSCLE0PR295160				SALE PRICE (vehicle) \$ 39,645.50		
Delivered 1300 N DONNELLY PO # 23-00601 Qty: 2ND OF 2				MajorGuard 5/100 \$0 \$ 5,707.00		
				FL Tire & Battery fee \$ 6.50		
				COURTESY DELIVERY FEE NA		
				LICENSE, TITLE AND FEES INCLD (yellow "CITY" tag)		
				TOTAL	\$ 45,359.00	

Stingray 26-3432941

ATTACHMENT #2

STINGRAY CHEVROLET**vendor: 7735****FLEET and COMMERCIAL**

SOLD TO City of Mount Dora
 ADDRESS 510 N Baker Street
 Mount Dora, FL 32756

(mailing address)**2002 N Frontage Rd****Plant City, FL 33563****(813) 359-5420**

(contacts: Kyla Flores / Peter Popiel)

INVOICE NUMBER**PR295154****DATE****April 19, 2023**

MAKE	YEAR	MODEL	CYL	STOCK NUMBER		KEY CODE
Chevrolet	2023	TAHOE PPV 2WD	8	PR295154	New	Z1404
Vehicle Identification Number					UNIT	-
1GNSCLE5PR295154				SALE PRICE (vehicle) \$ 39,645.50		
Delivered 1300 N DONNELLY PO # 23-00601 Qty: 1ST OF 2				MajorGuard 5/100 \$0 \$ 5,707.00		
				FL Tire & Battery fee \$ 6.50		
				COURTESY DELIVERY FEE NA		
				LICENSE, TITLE AND FEES INCLD (yellow "CITY" tag)		
				TOTAL	\$ 45,359.00	

Stingray 26-3432941

ATTACHMENT #3

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	479138-B
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL PATROL PIU

Contact: CHIEF MIKE GIBSON
Telephone: 352-455-4238
E-mail: GibsonM@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method	
03/15/23		GROUND SHIPMENT		QUOTED FREIGHT				NET30	
Entered By			Salesperson			Ordered By		Resale Number	
Ken Stivers			KEN STIVERS - ORLANDO			CHIEF GIBSON		45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
2	2	Y	ENFWB0090D SOI nForce Split FrontInterior Lightbar,Ford PUI 20-23 Warehouse: ORLAN Vin #: Ford Explorer/PI Utility w/ Option 76P (2020-23) Split Front (DRV) D12 D12 D12 D12 D12 (PAS) R_W R_W R_W B_W B_W B_W Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) QSF005440				625.5300	1,251.06	
2	2	Y	EMPAK002F9 SOI ARROW SYSTEM 6 MOD SPLIT REAR Warehouse: ORLAN Vin #: QSF005440				833.0000	1,666.00	
2	2	Y	ETSA482RSR SOI nERGY 400 SERIES DUAL TONE SIREN Remote w/ Knob Warehouse: ORLAN Vin #:				528.9400	1,057.88	
2	2	Y	PUVBBJ00 SOI External Breakout Box for LIN COMM Warehouse: ORLAN Vin #:				78.5000	157.00	
4	4	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: TAMP Vin #: 100J series composite speaker w/ universal bail brkt-100 watt				153.1700	612.68	

Print Date	03/16/23
Print Time	10:33:52 AM
Page No.	1

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #3

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	479138-B
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL PATROL PIU

Contact: CHIEF MIKE GIBSON
Telephone: 352-455-4238

E-mail: GibsonM@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/15/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Ken Stivers			KEN STIVERS - ORLANDO	CHIEF GIBSON	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ETSKLF100 SOI LOW FREQUENCY AFTERSHOCK SIREN W/I SPEAKERS Warehouse: ORLAN Vin #:		401.0600	802.12
2	2	Y	ETSSLFVBK09 SOI 2020 PIUT AFTERSHOCK MNT BRACKET DRIVER Warehouse: ORLAN Vin #:		24.2900	48.58
4	4	Y	EMPSCG4STS4J SOI mPower 4" 3-Wire HD Light w/ Stud Mount Blue/Red Warehouse: ORLAN Vin #:		97.4400	389.76
4	4	Y	REAR SIDE CARGO WINDOWS IN SHROUDS PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: TAMP Vin #:		9.9400	39.76
2	2	Y	SHROUDS FOR REAR SIDE CARGO WINDOWS 7170-0822-04 GJ KIT - 2020+ Ford Utility Deep Console Kit W/ PRNT Warehouse: ORLAN Vin #:		854.5500	1,709.10
2	2	Y	KIT - 2020+ Ford Utility Deep Console Kit with PRNTR Mount, Cup Holder, Rear Armrest, & 9" Mongoose 7160-0587 motorola apx 6500 16932 etsa482RSR OP-53O2USB BI 3 12VOLT PLUG W/ 2 USB PORT Warehouse: ORLAN Vin #:		44.7100	89.42

Print Date	03/16/23
Print Time	10:33:52 AM
Page No.	2

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #3

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	479138-B
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL: PATROL PIU

Contact: CHIEF MIKE GIBSON
Telephone: 352-455-4238
E-mail: GibsonM@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/15/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Ken Stivers			KEN STIVERS - ORLANDO	CHIEF GIBSON	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: ORLAN Vin #: WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** REPLACES NP-NOTEPAD4-XL *****		232.2000	464.40
2	2	Y	PK0602ITU20TM SMC #10VS C RP UNCOATED POLY Partition Warehouse: ORLAN Vin #:		706.3000	1,412.60
4	4	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: ORLAN Vin #:		42.0000	168.00
2	2	Y	QK0566ITU20 SMC OEM REPLACEMENT PRISONER SEAT W/ 12 VS CARO Warehouse: ORLAN Vin #: 2020 PIUT OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12VS POLY Cargo Partition *****		1,069.6000	2,139.20
2	2	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: ORLAN Vin #:		223.3000	446.60

Print Date	03/16/23
Print Time	10:33:52 AM
Page No.	3

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #3

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	479138-B
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

DSS ORLANDO
ATTN INSTALL PATROL PIU

Contact: CHIEF MIKE GIBSON
Telephone: 352-455-4238

E-mail: GibsonM@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/15/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Ken Stivers			KEN STIVERS - ORLANDO	CHIEF GIBSON	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	DK0100ITU20 SMC TPO POLYMER OVER MOLDED DOOR SKIN Warehouse: ORLAN Vin #:		216.3000	432.60
2	2	Y	DK0100ITU20 36-2125 WESTIN 2020 FORD PI UTILITY PUSH BUMPER Warehouse: ORLAN Vin #:		289.4200	578.84
2	2	Y	36-2125WC WESTIN WIRE COVER - PART Warehouse: ORLAN Vin #:		26.9100	53.82
2	2	Y	36-6005SMP2 Westin 2 Channel Light Warehouse: ORLAN Vin #:		26.9000	53.80
4	4	Y	EMPSCG4STS5RBW SOI MPOWER 4" STUD MOUNT RBW Warehouse: ORLAN Vin #: mount in light channel on front of push bumper with scene white override 3 WIRE		107.8600	431.44
8	8	Y	EMPSCG2QMS5RBW SOI mpower 4" Light Quick Mount R/B/W Warehouse: ORLAN Vin #: 2- mount on each side of the pushbumper with white override 1 light 2- one each side under the hatch with white override seen when hatch is lifted 3 WIRE		107.8600	862.88

Print Date	03/16/23
Print Time	10:33:52 AM
Page No.	4

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #3

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	479138-B
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL: PATROL PIU

Contact: CHIEF MIKE GIBSON
Telephone: 352-455-4238
E-mail: GibsonM@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/15/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Ken Stivers			KEN STIVERS - ORLANDO	CHIEF GIBSON	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WH Warehouse: TAMP Vin #: 5 WIRE FOR VEH INPUT ONE ON EACH SIDE OF REAR TAG RED BRAKE LIGHT OVERRIDE AND WHITE REVERSE OVERRIDE		107.8600	431.44
4	4	Y	ESLRL61058 SOI 61" SL RUNNING LIGHT RED/BLUE/WHITE - UNIVERSA Warehouse: TAMP Vin #: RUNNING BOARDS. STEADY WHITE ALLEY.		248.1800	992.72
4	4	Y	PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: ORLAN Vin #:		19.3500	77.40
4	4	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/W Warehouse: TAMP Vin #: under each mirror with white override		147.9500	591.80
2	2	Y	PMP1BK004 SOI D-PILLARD WEDGE KIT FOR 2020 PIU, 6-PIECE Warehouse: ORLAN Vin #:		46.1200	92.24

Print Date	03/16/23
Print Time	10:33:52 AM
Page No.	5

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #3

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	479138-B
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL: PATROL PIU

Contact: CHIEF MIKE GIBSON
Telephone: 352-455-4238
E-mail: GibsonM@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/15/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Ken Stivers		KEN STIVERS - ORLANDO	CHIEF GIBSON	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
12	12	Y	EMPSCG1QMS3J SOI mpower 3" Quick Mount RED/BLUE Warehouse: ORLAN Vin #: 3 lights down each rear pillar 3 WIRE	87.1000	1,045.20
4	4	Y	PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: ORLAN Vin #:	16.8800	67.52
2	2	Y	TK0241ITU20 SMC CARGO STORAGE SYSTEM – DSC – BSN Warehouse: ORLAN Vin #: CARGO STORAGE SYSTEM – DSC – BSN	1,196.3000	2,392.60
2	2	Y	20702 SLI SL-20L WITH 12V DC 1 CHARGER SLEEVE NIMH Warehouse: ORLAN Vin #: C4 LED, 350 LUMEN RECHARGEABLE FLASHLIGHT, AIRCRAFT ALUMINUM 13.1" L	115.0000	230.00
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	145.0000	290.00

Print Date	03/16/23
Print Time	10:33:52 AM
Page No.	6

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #3

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	479138-B
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

DSS ORLANDO
ATTN INSTALL PATROL PIU

Contact: CHIEF MIKE GIBSON
Telephone: 352-455-4238

E-mail: GibsonM@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/15/23	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Ken Stivers		KEN STIVERS - ORLANDO		CHIEF GIBSON		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN Vin #: install customer supplied watchguard camera system PRE WIRE FOR RADIO		4,425.0000	8,850.00
2	2	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ORLAN Vin #: TWO FRONT WINDOWS AND A STRIP LEGAL		155.0000	310.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	03/16/23
Print Time	10:33:52 AM
Page No.	7

Printed By: Ken Stivers

Subtotal	30,238.46
Freight	1,450.00
Order Total	31,688.46



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

DATE: June 20, 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:

- May 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. Mount Dora May 2023 Report

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 6/14/2023
Final Approval - 6/14/2023

**City of Mount Dora
May Activity Report**

Interim Committee Meeting Schedule and 2024 Legislative Session Dates

- Week of September 18-22, 2023 (House only Committee week)
- Week of October 9-13, 2023
- Week of October 16-20, 2023
- Week of November 6-9, 2023 (Veterans Day observed on Friday, November 10)
- Week of November 13-17, 2023
- Week of December 4-7, 2023 (Chanukah begins on Thursday, December 7)
- Week of December 11-15, 2023

The 2024 Regular Session will convene on Tuesday, January 9, 2024.

Communications

- Patrick Comiskey
 - Appropriations Updates
 - Press release re: Broadband Opportunity Program
 - Interim Committee Meeting Schedule
- Meeting with the Office of Policy and Budget, Executive Office of the Governor re: appropriations projects
- Coordination of attending council meeting
- Call with Senator Baxley's staff re: attending upcoming council meeting

Next Steps

- Continue to update Mount Dora on grant opportunities
- Schedule meeting with Department of Health
- Mount Dora Council Meeting- June 6th
- Post-session Report

Ryan Matthews/Angela Drzewiecki