



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
October 17, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
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| 1. Florida City Government Week Proclamation | 4 |
| 2. Proclamation for Breast Cancer Awareness Month | 5 |
| 3. Mount Dora Fun Fact | |

PUBLIC COMMENT

APPROVAL OF AGENDA

BOARD APPOINTMENTS

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| 1. Police Pension Board | 6 |
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CONSENT AGENDA

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| 1. Request Approval of Amendment 3 to the Agreement Between the City of Mount Dora and Commercial Landscape Professionals, Inc., d/b/a Trimac Outdoor for Professional Grounds and Landscaping Services | 10 |
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2. Request Approval of Amendment 2 to the Agreement between the City of Mount Dora and Bellmore Enterprises Incorporated related to Underground Duct-Line Installation. **34**
3. Request Approval for Code Lien Waiver for 914 Pine Avenue, Mount Dora, Florida 32757 (Damaged, Decayed or Unsafe Structures) **122**
4. Approval of Meeting Minutes **130**
 - September 7, 2023 Regular Session

PUBLIC HEARINGS

1. Request Adoption of **Resolution No. 2023-44**, New Subscription Solar Program **170**

CITY MANAGER'S REPORT

1. Lobbyist Update **179**

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

UPCOMING MEETING DATES

- October 16, 2023, 6:00 PM, Joint Meeting with Lake County Board of County Commissioners at Sorrento Elementary
- November 7, 2023, 6:00 PM, Regular Session
- November 21, 2023, 6:00 PM, Regular Session
- December 5, 2023, 6:00 PM, Regular Session
- December 19, 6:00 PM, Regular Session

ADJOURNMENT

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

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



PROCLAMATION

WHEREAS, City government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, Municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, City government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, City government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities. The City of Mount Dora supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, Florida, do hereby proclaim October 16-22, 2023

FLORIDA CITY GOVERNMENT WEEK

And encourage all citizens, city government officials and employees to support the celebration of this week and participate in corresponding activities.

PASSED AND DULY ADOPTED in regular session this 17th day of October, 2023.

Crissy Stile, Mayor



PROCLAMATION

WHEREAS, Nearly 300,000 women will be diagnosed with breast cancer this year, and one in eight women in America will be diagnosed with the disease in their lifetimes; and

WHEREAS, Enormous progress has been made in the decades-long fight against cancer—discovering new prevention and early-detection measures and exploring medicines and therapies to extend and save lives; and

WHEREAS, Despite these advancements, a breast cancer diagnosis is not only frightening but also a doorway into a confusing world of appointments, procedures, and expenses; and

WHEREAS, Knowing what may contribute to breast cancer, symptoms, diagnosis and treatment are important parts of its prevention; and

WHEREAS, Having affordable access to screenings and early detection for all persons is an essential component in the fight against breast cancer; and

WHEREAS, During National Breast Cancer Awareness Month, we recognize all who have joined their loved ones in fighting this battle as well as the advocates, researchers, and health care providers whose care and hard work gives hope to those living with breast cancer; and

WHEREAS, By educating ourselves and supporting innovative research, we will improve the quality of life for all Americans affected by breast cancer and, one day, defeat this terrible disease,

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, Florida, do hereby proclaim the month of October, 2023 as Breast Cancer Awareness Month in the City of Mount Dora, and urge our fellow citizens to become aware of the impact that breast has on our community and to support the fight against breast cancer so that we may someday defeat this terrible disease.

PASSED AND DULY ADOPTED in regular session this 17th day of October, 2023.

Crissy Stile, Mayor



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

DATE: October 17, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Police Pension Board

Introduction:

This is a request for Council to approve the appointment of Rozann Abato to the Police Pension Board.

Discussion:

According to the City Charter,

"Sec. 34-21. - Board of trustees.

(b)The board shall consist of five trustees, **two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed, subject to the approval of the city council, by the mayor,** and two of whom shall be members of the system, who shall be elected by a majority of the police officers who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided for herein, and such person's name shall be submitted to the city council. Upon receipt of the fifth person's name, the city council shall, as a ministerial duty, appoint such person to the board as its fifth trustee."

Ms. Abato's application was submitted by the Police Pension Board to fulfill one of the positions appointed by the mayor subject to the approval of City Council.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Attachment(s):

1. Police Pension Board Council Selection Abato

Prepared by: Jeanann Hand, City Clerk

ATTACHMENT #1

APPLICATION TO SERVE AS A BOARD OR COMMITTEE MEMBER FOR THE CITY OF MOUNT DORA

Please complete all of the data fields listed below. Each applicant is advised that a very thorough criminal background investigation will be conducted through the Florida Department of Law Enforcement.

1. Name: ABATO	FREDA	ROZANN
(last)	(first)	(middle)

2. Sex: FEMALE	3. DOB: [REDACTED]
----------------	--------------------

4. Home Address: [REDACTED]
(street, city, state and zip code)

5. Mailing Address: [REDACTED]

6. Primary phone no. [REDACTED]	7. Secondary phone no. [REDACTED]
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8. Social Security Number: (For the Purpose of Background investigation)	[REDACTED]
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9. Email: [REDACTED]

10. Provide a brief statement relating to your education, experience and reason for wishing to serve. (You may attach a resume.)

I am a registered nurse (RN) and have an AA degree in interior design. I am also a licensed real estate agent. In 1976, I began a 20-year Federal care in health care (Medicare and Medicaid). In 1990, after increasing levels of management responsibility, I was appointed to the Senior Executive Service. In 1996, President Clinton conferred on me the rank of Meritorious Executive for sustained superior accomplishment in management of programs of the US government and for noteworthy achievement of quality and efficiency in the public service. As Dep. Dir. of the Medicaid Bureau, I oversaw an annual budget exceeding \$160B. I am a supporter of law enforcement and believe I possess the skills needed to serve them well.

11. Boards on which you wish to serve: Police Officer's Pension Board

*Please return this form to the Office of the City Manager, 510 Baker Street, Mount Dora, FL 32757
PH: 735-7126 for additional information.
brdapp (4/2/02)*

COLLECTION OF SOCIAL SECURITY NUMBERS

The City of Mount Dora collects your Social Security Number for the following purposes:

CLASSIFICATION OF ACCOUNTS, IDENTIFICATION AND VERIFICATION, CREDIT WORTHINESS; BILLING AND PAYMENTS; DATA COLLECTION, RECONCILIATION, TRACKING BENEFIT PROCESSING, TAX REPORTING, AND BACKGROUND CHECKS. SOCIAL SECURITY NUMBERS ARE ALSO USED AS A UNIQUE IDENTIFIER AND MAY BE USED FOR SEARCH PURPOSES.



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

DATE: October 17, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Amendment 3 to the Agreement Between the City of Mount Dora and Commercial Landscape Professionals, Inc., d/b/a Trimac Outdoor for Professional Grounds and Landscaping Services

Introduction:

This is a request for City Council to approve Amendment 3 to the City's Professional Grounds and Landscaping Services Agreement with Commercial Landscape Professionals, Inc., d/b/a Trimac Outdoor

Discussion:

The City signed an agreement with Commercial Landscape Professionals, Inc., d/b/a Trimac Outdoor on September 19, 2019 (Attachment #1). On June 1, 2021, Amendment 1 was approved, which defined adjustments in assigned territories, associated fees, and expiration date (Attachment #2). On November 15, 2022, Amendment 2 was approved, which extended the agreement through October 31, 2023 (Attachment #3). With Amendment 3, the City wishes to further extend the agreement through October 31, 2024, and add landscaping services at the new Fire Station 35.

Budget Impact:

There is \$133,040 budgeted in GL 001-1350-572.34-10, Parks Contractual Services, for Fiscal Year 23-24. If there is a budget amendment needed for this item, it will be brought to the city council as a part of a mid-year budget amendment at the later date.

Strategic Impact:

Keeping City properties well maintained is an essential part of providing quality, safe public facilities.

Recommendation:

City Council approve Amendment 2 to the City's Professional Grounds and Landscaping Services Agreement with Commercial Landscape Professionals, Inc., d/b/a Trimac Outdoor.

Attachment(s):

1. Attachment #1: Agreement between the City of Mount Dora and Commercial Landscape Professionals, INC. Trimac Outdoor
2. Attachment #2: Approval of Amendment 1 to Agreement with Professional Grounds and Landscaping Services with Commercial Landscape Professionals, Inc.,
3. Attachment #3: SIGNED.Agreement.Trimac.Amendment 2. 11.15.2022.exp10.31.2023
4. Amendment 3.Trimac.SGS (1)

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Aneta Barton, Budget Director Approved
City Attorney Approved
Jeanann Hand, City Clerk Approved
Patrick Comiskey, City Manager Final Approval

ATTACHMENT #1

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 COMMERCIAL LANDSCAPE PROFESSIONALS, INC. d/b/a TRIMAC OUTDOOR, 1579 Wild Fern Drive, Fleming Island, Florida 32003, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Professional Grounds Maintenance and Landscaping Services, pursuant to the CITY’s Purchasing Policy and ITB-19-LS-030; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB-19-LS-030; and,

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

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

SECTION 1. **RECITALS.**

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

SECTION 2. **TERM.**

The term of this Agreement shall extend from November 1, 2019 through October 31, 2022, and may be extended when in the best interest of the CITY.

SECTION 3. **SCOPE OF SERVICES.**

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

SECTION 4. WARRANTY.

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

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

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

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

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on

ATTACHMENT #1

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 this Agreement for services rendered shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible

ATTACHMENT #1

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,

ATTACHMENT #1

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:

ATTACHMENT #1

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

ATTACHMENT #1

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,

ATTACHMENT #1

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:

ATTACHMENT #1

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

CONTRACTOR: Commercial Landscape Professionals, Inc. d/b/a
Trimac Outdoor
1579 Wild Fern Drive
Fleming Island, Florida 32003

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

ATTACHMENT #1

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.

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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.

*(Remainder of page intentionally left blank -
Signatures on following page)*

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the 13TH day of SEPTEMBER, 2019.

CONTRACTOR

By: [Signature]
Print: JOSH FLETCHER
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was executed before me this 13TH day of SEPTEMBER,
2019, by JOSH FLETCHER, as PRESIDENT of Commercial Landscape
Professionals, Inc. d/b/a Trimac Outdoor, 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 PERSONALLY KNOWN as identification.

(stamp)

[Signature]
NOTARY PUBLIC, State of Florida



CITY OF MOUNT DORA

NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:

[Signature]
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

[Signature]
Sherry G. Sutphen
City Attorney

ATTACHMENT #2

AMENDMENT 1 TO AGREEMENT BETWEEN CITY OF MOUNT DORA AND COMMERCIAL LANDSCAPE PROFESSIONALS, INC. D/B/A TRIMAC OUTDOOR

THIS AMENDMENT 1 is made by and between City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757 (City), and Commercial Landscape Professionals, Inc. d/b/a Trimac Outdoor, 1579 Wild Fern Drive, Fleming Island, Florida 32003 (Contractor) and shall modify the terms and conditions of that Agreement between the parties, executed on the 19th day of September, 2019 (Agreement).

WHEREAS, in accordance with the Agreement, the Contractor is providing professional grounds and landscaping services for the City stemming from ITB-19-LS-030; and

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

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

1. Section 7, Compensation, Exhibit "B" is deleted in its entirety and replaced with **Exhibit "A"** attached hereto.
2. All other the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 1 and the Agreement between the parties, this Amendment 1 shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 15th day of June, 2021.

CITY OF MOUNT DORA



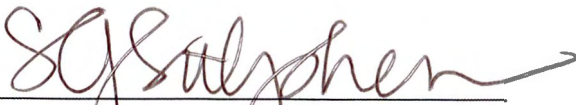
CATHERINE T. HOECHST, MAYOR

ATTEST:



Jessica Burnham
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

ATTACHMENT #2

CONTRACTOR



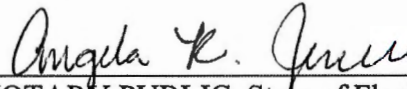
Fletcher, President

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization of Josh Fletcher, as President, of Commercial Landscape Professionals, Inc. d/b/a Trimac Outdoor, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced PERSONALLY KNOWN as identification, and who did/did not take an oath this 27th day of MAY, 2021.

(stamp)



NOTARY PUBLIC, State of Florida

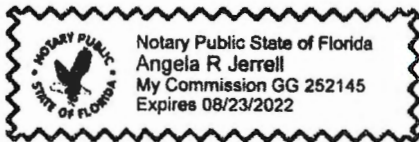


Exhibit "A"
Pricing Schedule
(Exhibit "B" to Agreement with Trimac Outdoor)

EXHIBIT A



City of Mount Dora 2021 Pricing
March 2021 Updates

Class A Properties	<u>Cost per Service</u>	<u>Number of Visits</u> <u>Annually</u>	<u>Total</u>
City Hall	\$145.00	38	\$5,510.00
Community Building (removed)	\$0.00	0	\$0.00
Donnelly Park	\$285.00	38	\$10,830.00
Gilbert Park	\$510.00	38	\$19,380.00
Grantham Pointe	\$136.00	38	\$5,168.00
Library	\$365.00	38	\$13,870.00
Public Safety Building	\$140.00	38	\$5,320.00
Palm Island Park/Simpson Cove	\$78.50	38	\$2,983.00
Serenity Park	\$40.00	38	\$1,520.00
Unity House/Simpson House	\$56.50	38	\$2,147.00

Total Class A	\$66,728.00
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Class B Properties			
None	\$0.00	0	\$0.00

Class C Properties			
Blair Park	\$15.50	38	\$589.00
Chautauqua Park	\$40.00	38	\$1,520.00
City Hall Annex	\$35.00	38	\$1,330.00
Evans Park	\$106.00	38	\$4,028.00
Fire Station #2	\$36.00	38	\$1,368.00
Forres Playground	\$68.00	38	\$2,584.00
MLK Center	\$18.50	38	\$703.00
Dora Pines	\$15.62	38	\$593.56
Lift Station #1	\$11.54	38	\$438.52
Lift Station #2	\$11.54	38	\$438.52
Lift Station #4	\$11.54	38	\$438.52
Lift Station #7	\$11.54	38	\$438.52
Lift Station #9	\$12.48	38	\$474.24
Lift Station #11	\$16.25	38	\$617.50
Lift Station #22	\$11.54	38	\$438.52
Perc Ponds (Bush Hog Mowing)	\$880.00	12	\$10,560.00
Spray Field (Bush Hog Mowing)	\$2,200.00	6	\$13,200.00
Water Tower	\$29.08	26	\$756.08
WTP #1	\$112.00	38	\$4,256.00
WTP #2	\$305.79	38	\$11,620.02
WWTP #1	\$139.81	38	\$5,312.78
WWTP #2	\$570.79	38	\$21,690.02

EXHIBIT A



City of Mount Dora 2021 Pricing

Class C Properties (Cont)	<u>Cost per Service</u>	<u>Number of Visits Annually</u>	<u>Total</u>
Cauley Lott Park	\$50.00	38	\$1,900.00
Charles Street Park	\$129.13	19	\$2,453.47
Circle K	\$31.00	38	\$1,178.00
Grandview Ave Row	\$32.00	38	\$1,216.00
Grandview Ave Lot	\$13.50	38	\$513.00
Lake Franklin Park	\$13.50	38	\$513.00
Lincoln Ave	\$60.00	38	\$2,280.00
Nature Park (Removed)	\$0.00	0	\$0.00
Pinecrest Park	\$13.50	38	\$513.00
Public Services Complex	\$36.00	38	\$1,368.00
Robie Complex	\$75.00	38	\$2,850.00
Stein Park	\$38.00	38	\$1,444.00
Sylvan Park	\$63.00	38	\$2,394.00
Ruthie Watson	\$65.00	38	\$2,470.00
Lillie Park (Removed)	\$0.00	0	\$0.00
3rd & Baker	\$65.00	38	\$2,470.00
Summerview Park	\$657.00	38	\$24,966.00

Total Class C

\$131,923.27

Total All Properties

\$198,651.27

ATTACHMENT #3

**1AMENDMENT 2 TO AGREEMENT BETWEEN
CITY OF MOUNT DORA AND COMMERCIAL
LANDSCAPE PROFESSIONALS, INC. D/B/A TRIMAC OUTDOOR**

THIS AMENDMENT is made by and between City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as "CITY" and Commercial Landscape Professionals, Inc. d/b/a Trimac Outdoor, 1579 Wild Fern Drive, Fleming Island, Florida 32003 hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, on September 19, 2019, the CITY executed an Agreement with the CONTRACTOR to provide professional grounds and landscaping services for the CITY stemming from ITB-19-LS-030, and on May 26, 2021, the CITY approved Amendment 1, hereinafter collectively referred to as "Agreement"; and

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

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

1. Section 2, Term, is hereby extended through October 31, 2023.
2. All other the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 1 and the Agreement between the parties, this Amendment 2 shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this
day of _____, 2022.

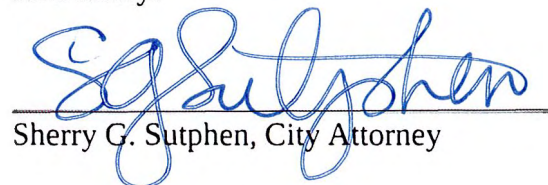
CITY OF MOUNT DORA



CRISSY STILE, MAYOR

ATTEST:

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


Jeanann Hand, Interim City Clerk
Sherry G. Sutphen, City Attorney

ATTACHMENT #3

CONTRACTOR

Josh Fletcher
Trimac Outdoor
Print: Josh Fletcher

Title: President

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Josh Fletcher, as President, of Commercial Landscape Professionals, Inc. d/b/a Trimac Outdoor, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced as identification, and who did/did not take an oath this 1st day of November, 2022.

(stamp)

Shannon V. Leigh
NOTARY PUBLIC, State of Florida



**AMENDMENT 3 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND
COMMERCIAL LANDSCAPE PROFESSIONALS, INC. D/B/A TRIMAC OUTDOOR**

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 Commercial Landscape Professionals, Inc. D/B/A Trimac Outdoor., 1579 Wild Fern Drive, Fleming Island, Florida 32003, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, on September 19, 2019, the CITY executed an Agreement with the CONTRACTOR to provide professional grounds and landscaping services for the CITY stemming from ITB-19-LS-030, on May 26, 2021, the CITY approved Amendment 1, and on November 15, 2022, the CITY approved Amendment 2, hereinafter 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 2, Term, is hereby extended through October 31, 2024.
2. Exhibit “B” to the Agreement is amended to add the following:

Class B Properties	Cost Per Service	Number of Visits Annually	Total
Fire Station - Public Works	\$420.00	38	\$15,960.00
Fire Station - Parks and Recreation	\$420.00	38	\$15,960.00
		TOTAL Additional Annual Cost	\$31,920.00

3. 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

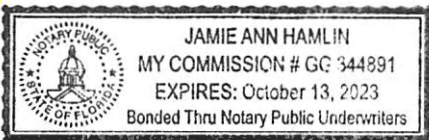
By: Joshua Lee Hamlin
Print: Joshua Lee Hamlin
Title: Branch Manager

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Joshua Lee Hamlin, as Branch Manager, of Trinac Outdoor, 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 personally known as identification, and who did/did not take an oath this 14th day of September, 2023.

(stamp)



Jamie Ann Hamlin
NOTARY PUBLIC, State of Florida



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

DATE: October 17, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amendment 2 to the Agreement between the City of Mount Dora and Bellmore Enterprises Incorporated related to Underground Duct-Line Installation.

Introduction:

This request is for City Council to approve Amendment #2 to the contract agreement for Underground Duct-Line Installation with Bellmore Enterprises Incorporated. This amendment provides increase in rates and extension of the contract for an additional year.

Discussion:

On September 19, 2019, City Council approved Resolution No. 2019-135, awarding a contract to Bellmore Enterprises Incorporated for Underground Duct-line Services through Bid # ITB-19-PW-031 (Attachment #1). The contract term was for an initial three-year period with provision to extend two additional years. This request is for the second and final one-year extension of the agreement. The contract has a unit-based structure for installation of underground conduit for electrical and communications infrastructure by linear distance. These rates include equipment, labor and materials provided by the contractor. This request is to extend the contract for a final year and amend one rate, applying to 3" conduit by increasing \$1.00 per foot due to escalation in the cost of the polyethylene pipe supplied by Bellmore in the contract.

Budget Impact:

Budget impacts will only occur as a result of qualifying projects. Funds are appropriated and will be adjusted with the new price increase in the adopted FY2023-24 Budget and will also be appropriated in future budgets.

Strategic Impact:

Infrastructure – This contract amendment is critical in the installation and maintenance of the Mount Dora underground distribution system, providing reliable power to our customers.

Recommendation:

City Council approve Amendment 2 to the contract agreement between the City of Mount Dora and Bellmore Enterprises Incorporated for Underground Duct-Line Installation.

Attachment(s):

1. Attachment #1: RES 2019-135 Underground Duct Approval Contract Docs
2. Attachment #2: EXECUTED Amendment 1.Bellmore.UG Duct Line Installation
3. Second Amendment to Bellmore Agreement w Exh A

Prepared by:	Wayne Zimmerman, Deputy Electric Utility Director		
Reviewed by:	Steve Langley, Electric Utility Director	Approved	- 10/2/2023
	Aneta Barton, Budget Director	Approved	- 10/2/2023
	City Attorney	Approved	- 10/3/2023
	Jeanann Hand, City Clerk	Approved	- 10/5/2023
	Patrick Comiskey, City Manager	Final Approval	10/12/2023



**CITY OF
MOUNT
DORA**

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

DATE: September 19, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-135 Award of Contract for ITB 19-PW-031 Underground Duct-line Services

Introduction:

This is a request for City Council to approve Resolution No. 2019-135, a contract for Underground Duct-line installation with Bellmore Enterprises Inc.

Discussion:

From time to time underground conversion projects are part of the Capital Improvement Plan for the Electric Utility. Also, there may be times when damaged underground direct-buried cable needs to be repaired. In order to underground power lines, it is industry practice to place the underground cable in conduit. This allows for quicker repairs, meaning less outage time and longer lasting cable. This contract will be utilized to install various sizes of conduit at various underground depths as needed by the Electric Utility.

The City of Mount Dora Purchasing Division solicited proposals from duct-line contractors that perform this type of work. Bellmore Enterprises Inc. submitted the lowest responsive bid. The bid provides for unit costs to bore or dig various size conduits at various depths. This contract will primarily be used for more substantial duct-line work or work requiring specialized equipment that is beyond the City's resources.

Work conducted under this contract is likely to exceed the \$5,000 written quote or the \$35,000 bid threshold. Having this contract in place allows the City to adhere to the Purchasing Policy while expediting enhancements with better pricing to the electric infrastructure. Larger projects will be brought back to Council for approval with appropriate funding. Pricing for projects will be based on a unit price basis (see Bellmore Enterprises Proposal Attachment #3) as appropriate. Final costs, per project, will be determined by the project scope and utilizing the unit pricing multiplied by actual quantities.

Budget Impact:

Budget impact will only occur as the result of a qualifying project or event. Funds have been

ATTACHMENT #1

Office of the City Manager Memorandum -- Page 2 of 2

appropriated for this purpose in the adopted FY 2018-19 CIP and the FY 2019-2020 CIP, 410-5319-563-00.00 EL1902, 410-5319-563-00.00 EL0205, or 410-5319-563-00.00 EL0804. Upon the occurrence of other qualifying projects, funding will be identified from the CIP budget or a budget amendment will be prepared for Council authorization pursuant to City policy.

Strategic Impact:

Infrastructure – This contract is critical to improve the Electric infrastructure by undergrounding the lines based on CIP budget.

Recommendation City Council approve Resolution No. 2019-135.

Attachment(s):

1. Invitation to Bid
2. Notice of Intent To Award
3. Bellmore Enterprises Proposal

Prepared by: Rose Laquaglia-Folan, Administrative Assistant

Reviewed by: Steve Langley, Deputy Electric Director
Marilyn Douglas, Purchasing Manager
Matt Dickey, Finance Director
Gwen Johns, City Clerk
Misty Sommer, Economic Development Coordinator
Robin R. Hayes, City Manager

Approved - 8/23/2019

Approved - 8/23/2019

Approved - 8/23/2019

Approved - 9/12/2019

Approved - 9/12/2019

Final Approval - 9/13/2019

ATTACHMENT #1

BIDDER'S CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Bid.

Bidder should check off each of the following items as the necessary action is completed:

- ☐ All applicable forms have been signed and included
- ☐ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:

City of Mount Dora
Purchasing Department – City Warehouse
1501 Robie Avenue
Mount Dora, Florida 32757

- ☐ The mailing envelope **must be sealed and marked** with Bid Number “ITB# 19-PW-031 Bid Title “Underground Duct-Line Installation Services” and Due Date “August 19, 2019 @ 3:00 pm”
- ☐ The Bid will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Bid cannot be considered.)

ALL COURIER-DELIVERED BIDS MUST HAVE THE ITB NUMBER AND BID NAME ON THE OUTSIDE OF THE COURIER PACKET

BELLMORE ENTERPRISES INC

Company

Authorized Signature

DARCY BELLEMORE - PRESIDENT

Printed Name & Title

BELLMOREINC@AOL.COM

Email

16019 REDINGTON DRIVE

Address

REDINGTON BCH, FL 33708

City, State, Zip Code

(727)224-1584

Telephone No.

Fax No.

ATTACHMENT #1

CONFLICT OF INTEREST AFFIDAVIT

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

Additionally, the vendor (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

BELLMORE ENTERPRISES INC

Company

[Signature]

Authorized Signature

DARCY BELLEMORE - PRESIDENT

Printed Name & Title

BELLMOREINC@AOL.COM

Email

16019 REDINGTON DRIVE

Address

REDINGTON BCH, FL 33708

City, State, Zip Code

(727)224-1584

Telephone No.

Fax No.

State of Florida

City of Pinellas Park

SUBSCRIBED AND SWORN to before me this 17th day of August, 2019, by Darcy Bellemore, who is personally known to me to be the N/A for the vendor, OR who produced the following identification:

Driver license
[Signature]

Notary Public



Tiffany Sanford
State of Florida

My Commission Expires 07/01/2022
Commission No. GG 207692

My Commission Expires: 07/01/2022

ATTACHMENT #1

Vendor Certification Regarding Scrutinized Companies' List

Respondent Vendor Name: BELLMORE ENTERPRISES INC

Name of Company BELLMORE ENTERPRISES INC

FEIN: 59-3693642

Authorized Representative's Name and Title DARCY BELLEMORE - PRESIDENT

Address: 16019 REDINGTON DRIVE REDINGTON BCH, FL 33708

Phone Number: (727)224-1584 Email Address: BELLMOREINC@AOL.COM

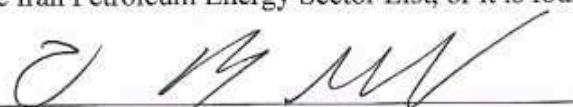
Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has 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 it is found to have been engaged in business operations in Cuba or Syria.

Certified By: 

Authorized Signature (Print Name and Title) DARCY BELLEMORE - President

Print Name DARCY BELLEMORE

ATTACHMENT #1

Title PRESIDENT

Signature Bidder/proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has 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 it is found to have been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

ATTACHMENT #1

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32752

RE: ITB NO. 19-PW-031 "Underground Duct-Line Installation Services"

Dear Mayor and Council Members:

The undersigned, as Bidder (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection or arrangement with any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Bidder further declares that he has complied in every respect with all the Instructions to Bidders issued prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the bid pertains.

The Bidder puts forth and agrees, if this bid is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Bidder states that the bid is based upon the bid documents listed by **ITB # 19-PW-031**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 17TH day of AUGUST, 2019
in the City of MOUNT DORA, in the State of FLORIDA.

BELLMORE ENTERPRISES INC

Company


Authorized Signature

DARCY BELLEMORE - PRESIDENT

Printed Name & Title

BELLMOREINC@AOL.COM

Email

16019 REDINGTON DRIVE

Address

REDINGTON BCH, FL 33708

City, State, Zip Code

(727)224-1584

Telephone No.

Fax No.

ATTACHMENT #1

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES
☐ NO

BELLMORE ENTERPRISES INC

Company



Authorized Signature

DARCY BELLEMORE - PRESIDENT

Printed Name & Title

BELLMOREINC@AOL.COM

Email

16019 REDINGTON DRIVE

Address

REDINGTON BCH, FL 33708

City, State, Zip Code

(727)224-1584

Telephone No.

Fax No.

ATTACHMENT #1

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA

County of LAKE

DARCY BELLEMORE, being first duly sworn, deposes and says that:

He/she is PRESIDENT of BELLMORE ENTERPRISE, INC., Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bids;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, vendor or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BELLMORE ENTERPRISE, INC

Company

[Signature]
Authorized Signature

DARCY BELLEMORE - PRESIDENT

Printed Name & Title

BELLMOREINC@AOL.COM

Email

16019 REDINGTON DRIVE

Address

REDINGTON BCH, FL 33708

City, State, Zip Code

(727)224-1584

Telephone No.

Fax No.

Subscribed and sworn to before me this 17th day of August, 20 19.

[Signature]
Notary Public
Title



Tiffany Sanford
State of Florida

My Commission Expires 07/01/2022
Commission No. GG 207692

My Commission Expires: 07/01/2022

ATTACHMENT #1

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

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Mount Dora

by DARCY BELLEMORE - PRESIDENT

(Print Individual's Name and Title)

for BELLMORE ENTERPRISES, INC

(Print Name of Entity Submitting Sworn Statement)

whose business is UNDERGROUND CONSTRUCTION CONDUIT INSTALLATION and

(if applicable) its Federal Employer Identification Number (FEIN) is 59-3693642

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT #1

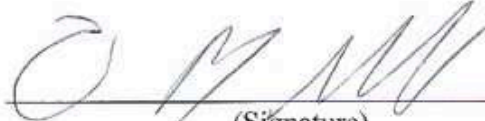
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

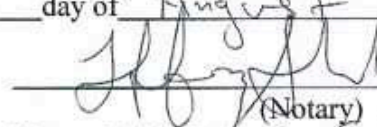
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Sworn and subscribed before me this 17th day of August, 2019.

Personally known N/A

(Notary)

OR produced identification ☒ Notary Public State of Florida

Driver license
(Type of Identification) My commission expires: 07/01/2022


Tiffany Sanford
State of Florida
My Commission Expires 07/01/2022
Commission No. GG 207692

ATTACHMENT #1

VENDOR INFORMATION

Vendor is:

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

Federal Employer Identification Number: 59-3693642

Vendor Name: BELLMORE ENTERPRISES INC

Mailing Address: 16019 REDINGTON DR., REDINGTON BEACH, FL 33708

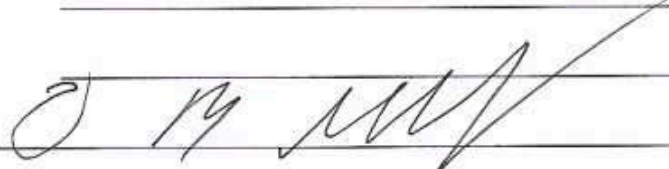
Telephone No.: (727)224-1584 Fax No.: _____

Email Address: BELLMOREINC@AOL.COM Web Address: _____

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

Vendor Name: _____

Remittance Address: _____

Submitted by: 

Name & Title Printed: DARCY BELLEMORE - PRESIDENT

ATTACHMENT #1

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DARCY BELLEMORE

2 Business name/disregarded entity name, if different from above
BELLMORE ENTERPRISES INC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
16019 REDINGTON DRIVE

6 City, state, and ZIP code
REDINGTON BEACH, FL 33708

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-							
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or

Employer identification number

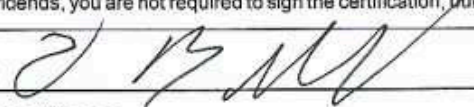
5	9	-	3	6	9	3	6	4	2
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person  Date **08/17/2019**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

ATTACHMENT #1



CITY OF
MOUNT
DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid/proposal authorizes release of your Vendor's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: BELLMORE ENTERPRISES INC.

Authorized representative (printed): DARCY BELLEMORE

Authorized representative (signature):

A handwritten signature in black ink, appearing to read 'Darcy Bellemore', is written over a horizontal line.

Project Number: **ITB # 19-PW-031**

Date: 8/17/2019

ATTACHMENT #1

PROPOSAL/BID PRICING FORM ITB# 19-PW-031 Underground Duct Line Installation Services

Therefore, the undersigned, Hereinafter called "Bidder" hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, and services without exception, for the "Underground Duct-Line Installation Services". Award will be based on GRAND TOTAL (Part A, and B)

UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS UNIT GROUP DB - DIRECTIONAL BORING

Installation of conduit utilizing the directional boring method. Unit prices to include entrance and receiving pits (if required) and all equipment and materials (other than City supplied materials) necessary for the installation of PE (polyethylene) conduit at a minimum depth of 36". Price will be by lineal foot. **Pricing units to include hauling and disposal of boring slurries if applicable.**

On per foot cost of adding additional pipe to the same bore, the largest pipe size will be used as the cost basis for the first pipe installed. Smaller or equal size pipe are the additions.

UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS UNIT GROUP DB - DIRECTIONAL BORING

DESCRIPTION	Estimated Quantity (feet)	Unit Price	COST
Bore 1-2" HDPE, SDR 13.5 Conduit	6000	\$15.00	\$90,000.00
Bore 1-2.5" HDPE, SDR 13.5 Conduit	2000	\$15.00	\$30,000.00
Bore 1-4" HDPE, SDR 13.5 Conduit	1000	\$20.00	\$20,000.00
Bore each additional 2" HDPE, SDR 13.5 Conduit	6000	\$5.00	\$30,000.00
Bore each additional 2.5" HDPE, SDR 13.5 Conduit	500	\$5.00	\$2,500.00
Bore each additional 4" HDPE, SDR 13.5 Conduit	100	\$7.50	\$750.00
Missile 1"-2.5" Sch-40 Conduit @24" depth	500	\$9.00	\$4,500.00
Missile 1"-2.5" Sch-40 Conduit @30" depth	50	\$9.00	\$450.00
Missile 1"-2.5" Sch-40 Conduit @36" depth	50	\$12.00	\$600.00
Missile 1"-2.5" Sch-40 Conduit @42" depth	25	\$15.00	\$375.00

ATTACHMENT #1

Missile 3"-4" Sch-40 Conduit @ 24" depth	50	\$15.00	\$750.00
Missile 3"-4" Sch-40 Conduit @ 30" depth	50	\$15.00	\$750.00
Missile 3"-4" Sch-40 Conduit @ 36" depth	50	\$20.00	\$1,000.00
Missile 3"-4" Sch-40 Conduit @ 42" depth	25	\$20.00	\$500.00
GRAND TOTAL			

Sub Total Unit Group DB \$ 182,175.00

UNIT GROUP EA - HAND TRENCH

Hand dug trench and backfill 12" maximum width, to depth as indicated, pricing unit 1 lineal ft. of trench

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Hand trench * backfill 12" width, 24" depth	500	\$7.00	\$3,500.00
Hand trench * backfill 12" width, 30" depth	50	\$8.00	\$400.00
Hand trench * backfill 12" width, 36" depth	800	\$10.00	\$8,000.00
Hand trench * backfill 12" width, 42" depth	100	\$12.00	\$1,200.00
Hand trench * backfill 12" width, 48" depth	50	\$14.00	\$700.00
Hand trench * backfill each additional 6" in depth	50	\$ 3.00	\$150.00

Sub Total Unit Group EA \$ 13,950.00

ATTACHMENT #1

UNIT GROUP EB - MACHINE TRENCH (BACKHOE) 12"

Machine dug trench (with a backhoe) and backfill 12" maximum width, depth as indicated, pricing unit 1 lineal feet. of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Machine trench (backhoe) 12" width, 24" depth	500	\$6.00	\$ 3,000.00
Machine trench (backhoe) 12" width, 30" depth	500	\$7.00	\$3,500.00
Machine trench (backhoe) 12" width, 36" depth	8000	\$8.00	\$64,000.00
Machine trench (backhoe) 12" width, 42" depth	3000	\$10.00	\$30,000.00
Machine trench (backhoe) 12" width, 48" depth	2000	\$12.00	\$24,000.00
Machine trench (backhoe) each additional 6" in depth	500	\$3.00	\$1,500.00
Machine trench (backhoe) each additional 6" in width	500	\$3.00	\$1,500.00

Sub Total Unit Group EB \$ 127,500.00

ATTACHMENT #1

UNIT GROUP EC - REMOVAL & REPLACEMENT OF PAVING

These Units shall be used when site conditions require the removal and replacement of pavement. All material and labor will be by the Contractor. Pricing unit is per square foot of area removed or replaced. Pricing to include hauling and disposal of excess materials and debris.

DESCRIPTION	Estimated Quantity (Sq. ft.)	Unit Price	EXTENDED COST
Removal of asphalt pavement, 2" thick or less	500	\$ 5.00	\$2500.00
Removal of asphalt pavement, 2" thick or less	500	\$ 5.00	\$2500.00
Removal of lime rock base, 8" or less	200	\$5.50	\$1100.00
Replace lime rock base, 8" or less	200	\$5.50	\$1100.00
Removal of lime rock base, 12" or less	100	\$6.50	\$650.00
Replace lime rock base, 12" or less	100	\$6.50	\$650.00
Removal of concrete 6" thick or less	300	\$5.00	\$1500.00
Replace of concrete 6" thick or less	100	\$5.00	\$500.00
Replace concrete 6" thickness	300	\$6.00	\$1,800.00
Each additional 1" of concrete	100	\$2.00	\$200.00

Sub Total Unit Group EC \$ 12,500.00

UNIT GROUP ED - LANDSCAPING

These units shall be used for the replacement of landscaping disturbed during the work, the Contractor shall provide all sod, seed and mulch. Pricing unit is per square foot of area, **including the hauling and removal of excess material and debris.**

DESCRIPTION	Estimated Quantity (Sq. ft.)	Unit Price	EXTENDED COST
Replace sod with similar sod type	15,000 sq. ft.	\$ 1.25	\$18750.00
Rake, mulch and seed with grass	5,000 sq. ft.	\$0.75	\$3750.00

Sub Total Unit Group ED \$ 22,500.00

ATTACHMENT #1

UNIT GROUP GA - INSTALL CONDUIT UNDER 200'

Installation of conduit in advance of cable pulling in an existing trench at locations other than street crossings. Trenching charges in association with this work shall be chargeable in accordance with either Unit Group A, B, C, or D as applicable. Pricing unit 1 lineal foot of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
1"-3" PVC Conduit 24" depth	300	\$1.50	\$450.00
1"-3" PVC Conduit 30" depth	50	\$1.50	\$75.00
1"-3" PVC Conduit 36" depth	500	\$2.00	\$1000.00
4"-6" PVC Conduit 36" depth	300	\$2.50	\$750.00
1"-3" PVC Conduit 42" depth	25	\$2.00	\$50.00
2"-3" PVC Conduit 48" depth	25	\$2.50	\$62.50
4"-6" PVC Conduit 42" depth	25	\$3.00	\$75.00
4"-6" PVC Conduit 48" depth	25	\$3.00	\$75.00
Each additional 1" – 3" PVC conduit in trench	500	\$1.50	\$750.00
Each additional 4"-6" PVC conduit in trench	25 each	\$2.50	\$62.50

Sub Total Unit Group GA \$ 3,350.00

UNIT GROUP GB - INSTALL ELBOWS

These units are to be used for the placement of conduit elbows/sweep and pole risers which terminate trenches. All elbows/sweeps and pole risers shall be supplied by the City. No additional charges for trenching shall be added to these unit costs for installation of conduit elbows. Pricing unit for elbows/sweeps is each installed. Pricing unit for pole risers is per foot, on concrete or wood poles.

DESCRIPTION	Estimated Quantity (each)	Unit Price	EXTENDED COST
Install 1 -90 or 45 deg. 24" radius elbow, 2"-3" PVC	500	5.00	2500.00
Install 1 -90 or 45 deg. 24" radius elbow 4" PVC	500	7.00	3500.00

Sub Total Unit Group GB \$ 6,000.00

ATTACHMENT #1

UNIT GROUP JB – MISCELLANEOUS

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Dewater jack & bore pit	50	\$50.00	\$2,500.00
Dewater trench less than 50'	50	\$50.00	\$2,500.00
Dewater trench 50' to 200' length	25	\$50.00	\$1,250.00
Dewater trench more than 200'	25	\$30.00	\$750.00
Installation of 40 lb. bag of concrete in trench	10	\$6.00	\$60.00

Sub Total Unit Group JB \$ 7,060.00

UNIT GROUP BGA - HAND TRENCH

"DIFFICULT" SURFACE & SUBSURFACE CONDITIONS

Hand dug trench and backfill 12" maximum width, to depth as indicated, pricing unit 1 lineal foot of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Hand trench & backfill 12" width, 24" depth	50	12.00	600.00
Hand trench & backfill 12" width, 30" depth	50	14.00	700.00
Hand trench & backfill 12" width, 36" depth	50	16.00	800.00
Hand trench & backfill 12" width, 42" depth	50	18.00	900.00
Hand trench & backfill 12" width, 48" depth	50	20.00	1000.00
Hand trench & backfill each additional 6" in depth	50	10.00	500.00

Sub Total Unit Group BGA \$ 4,500.00

CONDUIT INSTALLATION

1.4-A PART A. Group Price Schedule for "Normal" Surface & Subsurface Conditions (All Sub Totals)

Total Charge, Unit Group DB - Directional Boring	\$ <u>182,175.00</u>
Total Charge, Unit Group EA - Hand Trench 12" Width	\$ <u>13,950.00</u>
Total Charge, Unit Group EB – Machine Trench (Backhoe) 12"	\$ <u>127,500.00</u>

ATTACHMENT #1

Total Charge, Unit Group EC - Removal & Replacement of Paving	\$12,500.00
Total Charge, Unit Group ED – Landscaping	\$22,500.00
Total Charge, Unit Group GA - Install Conduit Under 200'	\$3,350.00
Total Charge, Unit Group GB - Install Elbows	\$6,000.00
Total Charge, Unit Group GE - Jack & Bore Conduit	\$
Total Charge, Unit Group JB - Miscellaneous	\$7,060.00
TOTAL	\$375,035.00

Description – PART A	Grand Total Part A
Part A Total price for “Normal” surface & subsurface conditions (All Groups)	\$ 375,035.00

1.4-PART B. CONDUIT AND CABLE INSTALLATION

Total Price schedule for “Difficult” Surface and Subsurface Conditions

Total Charge, Unit Group BGA Hand Trench and Backfill \$ 4,500.00

GRAND TOTAL	\$ 4,500.00
--------------------	--------------------

Description – PART B	Grand Total Part B
Part B Total Price for “Difficult” surface & subsurface conditions	\$ 4,500.00

Grand Total PARTS A, and B	Grand Total Part A, and B
Part A, and B grand total	\$ 379,535.00

Total Price in Words: \$THREE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED THIRTY FIVE AND ZERO CENTS

ATTACHMENT #1

ADDITIONAL SERVICES:

CONDUIT INSTALLATION

1.5 LABOR AND EQUIPMENT RATES

GENERAL

The contractor is to submit with the bid submittal hourly labor and equipment rates. The City will use the information provided to determine projected costs of "extra work" and miscellaneous as needed projects.

- A. A complete listing of labor costs by classification including but not limited to laborer, electrician, cable splicer, foreman, and superintendent.
- B. A complete listing of rental equipment costs by type of equipment including but not limited to cranes, backhoes, front end loaders, trenchers, pickup trucks, flatbed trucks, dump trucks, bucket trucks, boom trucks, air compressors, mud hogs, and compactors.

CONDUIT AND CABLE INSTALLATION

1.5 PART A. LABOR RATES:

Item	Proposed Labor/Craft	Rate per Hour from 6:00 am to 6:00 pm	Rate per Hour from 6:01 pm to 5:59 am
1.	Superintendent	\$ 75.00	\$ 125.00
2.	Foreman	\$ 60.00	\$ 90.00
3.	Equipment Operator	\$ 50.00	\$ 80.00
4.	Skilled Labor	\$ 40.00	\$ 65.00
5.	Semi-Skilled Labor	\$ 30.00	\$ 55.00
6.	Common Labor	\$ 25.00	\$ 45.00
7.	Medium Voltage Journeyman Electrician	\$ 100.00	\$ 150.00
8.	Medium Voltage Apprentice Electrician	\$ 50.00	\$ 80.00
9.	Cable Splicer	\$ 75.00	\$ 125.00
10.	Lineman	\$ 125.00	\$ 175.00

CONDUIT AND CABLE INSTALLATION

- 1.5 PART B. EQUIPMENT COSTS for Unforeseeable Work Ordered (Note: Equipment cost must be included in the previous cost categories for boring, conduit installation, etc.)

ATTACHMENT #1

Item No.	Equipment Description	Rate per Hour	Item No.	Equipment Description	Rate per Hour
1.	¾ or 1 ton truck	\$50.00	16	Pole trailer or cable trailer	\$50.00
2	1 ½ Ton truck	\$60.00	17	Air compressor	\$50.00
3	1 ½ Ton truck w/wench	\$125.00	18	Generator	\$50.00
4	Dump truck	\$300.00	19	2-3 inch water pump	\$25.00
5	Material hauler	\$125.00	20	Mud hen/hog pump (diaphragm type)	\$25.00
6	35 ft. bucket truck	\$250.00	21	Manhole ventilation/blower	\$25.00
7	Pole truck w/auger (Min. 12,000 lb. torque)	\$250.00	22	Acetylene torch	\$25.00
8	Loader/backhoe	\$125.00	23	Plate compactor	\$25.00
9	13/ C.Y. backhoe	\$500.00	24	Roller compactor	\$250.00
10	Crawler mounted backhoe	\$175.00	25	Asphalt roller	\$250.00
11	3 C.Y. loader	\$125.00	26	Chain saw	\$25.00
12	40 ton crane	\$500.00	27	Concrete/asphalt saw	\$25.00
13	25 ton crane	\$400.00	28	Arrow board	\$50.00
14	Trencher – 20 H.P. or less	\$75.00	29	Barricade & flashing light	\$25.00
15	Trencher – more than 20 H.P.	\$125.00	30	Light tree	\$125.00
			31	Rear lot machine	\$250.00

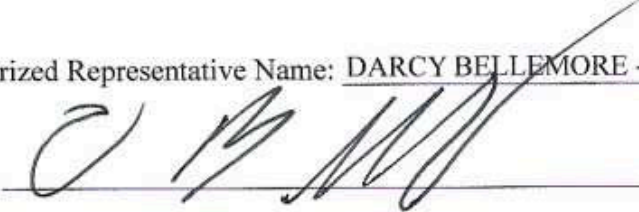
Company Name: BELLMORE ENTERPRISE INC

Address: 16019 REDINGTON DRIVE. REDINGTON BEACH, FL 33708

Telephone Number: (727)224-1584

Email Address: BELLMOREINC@AOL.COM

Company Authorized Representative Name: DARCY BELLMORE - PRESIDENT

Signature/Date:  08/17/2019

ATTACHMENT #1

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

ATTACHMENT #1

Cut and use this label for Bid Package

CITY OF MOUNT DORA
PURCHASING DEPARTMENT
1501 ROBIE AVENUE
CITY WAREHOUSE
MOUNT DORA, FL 32757

ITB# 19-PW-031

UNGROUND DUCT-LINE INSTALLATION SERVICES

OPENING DATE/TIME: August 19, 2019
by 3:00 pm

ATTACHMENT #1

EXHIBIT “A”

BIDDERS QUALIFICATIONS

ATTACHMENT #1

Bidder's Qualification Questionnaire

1. Provide your available manpower to render the services. List your current staff members with their technical knowledge.

Staff Name	Technical Knowledge
KEVIN BELLEMORE	SUPERVISOR/GENERAL MGR
JASON CARDINELL	DRILL OPERATOR/FOREMAN
DONNIE COLLER	DRILL OPERATOR/FOREMAN
WILLIAM MORRIS	EQUIPMENT OPERATOR
DYLAN BELLEMORE	DRILL CREW LABOR/LOCATE TECH
RICARDO MARIN HERNANDEZ	DRILL CREW LABOR/DRIVER
15 ADDITIONAL EXPERIENCED CREW	DRILL CREW & ALL ASSOCIATED LABOR

2. List the equipment you have available for the work in the city of Mount Dora.

2019 VERMEER 10X15 S3, 2019 VERMEER 20X22 S3, 2019 DITCH WITCH JT10 DIR DRILL

2018 BOBCAT E35 EXCAVATOR, 2017 YANMAR EXCAVATOR, 2016 BOBCAT E35 EXCAVATOR

2x - 2015 BOBCAT E35 EXCAVATORS, 2014 185 IR COMPRESSOR, 500 GAL VAC TRAILER & 800 GAL VAC TRAILER, 7 TON DUMP TRAILER

6x - 2016 OR NEWER FLATBED AND PICKUP TRUCKS

3. Do you have any pending claims against your company if so explain.:

N/A

4. Submit proof of insurance such as Worker's Compensation and general liability.

ATTACHMENT #1

5. List your conduit installation work experience including the name of the company, the type of services rendered, and the time frame this occurred

Company Name	Type of Services Rendered	Length of Time
KNIGHT ENTERPRISE	INSTALL CONDUIT & FIBER INCLUDING POWER SUPPLY ELECTRICAL CONDUIT PASCO COUNTY	2011 TO CURRENT
ELECTRICAL ENGINEERING ENTERPRISES	INSTALL CONDUIT FOR NEW STREETLIGHTS AT USF TAMPA CAMPUS	2017
HARRIS MCBURNEY	INSTALL UNDERGROUND CONDUIT FOR AT&T CELLULAR TOWER FEED	2017
CITY OF BUSHNELL	INSTALL CONDUIT FOR ELECTRIC SERVICES	2019 TO CURRENT
MASTEC	INSTALL WATER SERVICES AND ELECTRICAL CONDUIT - CITY OF TAMPA PROJECT	2016
FL GAS & PLUMBING	INSTALL WATER & GAS MAIN LINES	2010 TO CURRENT

6. Provide references and the type of experience from previous projects.

ROB PORTEE - KNIGHT ENTERPRISES - PROJECT MGR

KENT CLEARWATERS - ELECTRICAL ENGINEERING ENTERPRISES - USF TAMPA PROJECT

MIKE GEORGE - MASTEC - 2016 CITY OF TAMPA PROJECT

RICHARD HARVEY - FL GAS & PLUMBING



ATTACHMENT #1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2019

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

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

PRODUCER WILLIAM F. DAVISON, AGENT Commercial and Home Insurance, Inc. 5635 49th Street N St Petersburg FL 33709	CONTACT NAME: AGENT. CERTIFICATES: AMANDA PHONE (A/C, No, Ext): (727) 527-5700 FAX (A/C, No): (727) 527-6285 E-MAIL ADDRESS: ascheaffer@cehinsurance.com
INSURED Bellmore Enterprises, Inc. 16019 Redington Dr Redington Beach FL 33708-1662	INSURER(S) AFFORDING COVERAGE INSURER A: SECURITY NATIONAL INS CO INSURER B: OLD DOMINION INSURANCE CO INSURER C: ASSOCIATED INDUSTRIES INS CO INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1892803155

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			SES1536034 01	10/1/2018	10/1/2019	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY: ☒ PROJECT ☐ LOC						PRODUCTS - COMPIOP AGG	\$ 2,000,000
	OTHER:						OVERALL POL AGGR LMT	\$ 5,000,000
B	AUTOMOBILE LIABILITY			B1P9653D	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person)				\$	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AWC1114582	10/1/2018	10/1/2019	☒ PER STATUTE ☒ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CONDUIT CONSTRUCTION. LICENSEE: DARCY WILLIAM BELLEMORE #CUC1225012.

GENERAL LIABILITY POLICY INCLUDES PROVISIONS FOR AUTOMATIC ADDITIONAL INSURED STATUS TO THE EXTENT PROVIDED IN FORMS CG2033 04-13 AND CG2037 04-13.

CERTIFICATE HOLDER

bellmoreinc@aol.com

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

William Davison/AS

W. F. Davison

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BELLEMORE, DARCY WILLIAM

BELLMORE ENTERPRISES INC
16019 REDINGTON DR
REDINGTON BEACH FL 33708

LICENSE NUMBER: CUC1225012

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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ATTACHMENT #1

BELLMORE ENTERPRISES INC

2018 FINANCIALS

COVER SHEET

10:32 AM
02/24/19
Accrual Basis

ATTACHMENT #1

Bellmore Enterprises, Inc.

Profit & Loss

January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
Construction Income	1,750,857.86
Total Income	1,750,857.86
Cost of Goods Sold	
Equipment Rental for Jobs	37,907.86
Tools and Small Equipment	4,052.70
Total COGS	41,960.56
Gross Profit	1,708,897.30
Expense	
10450 68th shop payment	16,093.80
11435 Ridgewood Clr Payment	8,394.84
18 Yanmar E35 mini purchase	56,790.00
1st Quarter medicare tax	1,212.20
1st Quarter payroll	83,600.00
1st Quarter Per Diem	4,200.00
1st Quarter SSI Tax	5,183.20
1st Quarter SUTA	71.40
2018 GMC 3500 FlatBed Purchase	68,950.84
2nd Quarter medicare tax	1,225.25
2nd Quarter payroll	84,500.00
2nd Quarter Per Diem	16,200.00
2nd Quarter ssi tax	5,239.00
2nd Quarter suta	11.70
3rd Quarter medicare tax	1,641.69
3rd Quarter payroll	113,220.00
3rd Quarter Per Diem	21,120.00
3rd Quarter ssi tax	7,019.64
3rd quarter suta	22.22
4th quarter medicare tax	1,435.50
4th quarter payroll	99,000.00
4th quarter per diem	15,200.00
4th quarter ssi tax	6,138.00
4th quarter suta	10.50
Accountant Fee	3,460.00
advertise	267.86
Auto and Truck Expenses	35,672.43
Bank Service Charges	347.47
bore gel	34,891.00
bore gel Disposal	19,342.00
concrete asphalt	32,222.00
Construction Materials Costs	89,716.61
corp fee	199.91
Denali Payment	12,421.20
Ditch Witch 3' Missiles	11,567.00
Drill & Machine Repair/Maint.	60,667.03
Emergency First Aid	604.00
Extra Truck Rental	25,357.19
Fire Protect	2,039.59
Ford 350-19	71,418.96
Gas & Fuel	94,805.71
insurance expense life	2,700.24
Insurance Expense	
Business General Liability Insu	51,157.18
Commercial Auto Insurance	29,811.00
Flood Insurance 68st	2,626.00
Health Insurance	11,832.00
Liability 68st	1,700.32
Redington Flood Insurance	3,592.00
Redington Liability	868.00
Ridgewood Liability	608.00

10:32 AM
02/24/19
Accrual Basis

ATTACHMENT #1
Bellmore Enterprises, Inc.
Profit & Loss
January through December 2018

	Jan - Dec 18
Worker's Compensation Insurance	
WC Exemption	51.00
Worker's Compensation Insurance - Other	26,858.00
Total Worker's Compensation Insurance	26,909.00
Total Insurance Expense	129,103.50
licence	1,015.00
Meals and Entertainment	12,210.26
Medical Expenses	1,219.96
motel	18,269.92
Office Payment	21,461.00
Office Supplies	7,831.85
PARKING	597.05
Pest Control	163.71
Property Tax 11435 Ridgewood Ct	2,942.35
Property Tax 16019 Redington Dr	3,129.49
Property Tax 68th St redington	3,837.36
Air conditioning	9,000.00
Total redington	9,000.00
Road Service	2,155.00
Safety Training	25,600.00
small equip repair	5,268.82
SOD BOUGHT	24,885.72
Synergy bobcat Rental	29,067.29
Tangible Tax	2,428.98
Telephone Expense	4,768.57
tires	7,440.00
tolls	1,322.32
trailer Repair	8,587.44
Trailer Tags	457.65
Travel Expense	6,914.29
Truck Rental	1,184.95
Utilities	
Damage Utilities	4,085.86
Electric Utilities	6,931.79
Internet Utilities	3,955.23
Waste/Trash	867.73
Water Utilities	5,123.10
Total Utilities	20,963.71
Total Expense	1,466,006.17
Net Ordinary Income	242,891.13
Net Income	242,891.13

Form 1120S

U.S. Income Tax Return for S Corporation

OMB No. 1545-0123

2018

Department of the Treasury
Internal Revenue ServiceDo not file this form unless the corporation has filed or is
attaching Form 2553 to elect to be an S corporation.Go to www.irs.gov/Form1120S for instructions and the latest information.

For calendar year 2018 or tax year beginning

2018, ending

20

A S election effective date

11-19-2001

TYPE
OR
PRINT

Name

BELLMORE ENTERPRISES INC

D Employer identification number

59-3693642

B Business activity code
number (see instructions)

238900

Number, street, and room or suite no. If a P.O. box, see instructions.

16019 REDINGTON DRIVE

E Date incorporated

09-01-2001

City or town, state or province, country, and ZIP or foreign postal code

REDINGTON BEACH

FL 33708

F Total assets (see instructions)

\$ 138,215

C Check if Sch. M-3 attached ☐G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filedH Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year 2

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a	Gross receipts or sales	1,750,858	
	b	Returns and allowances		
	c	Balance. Subtract line 1b from line 1a		1c 1,750,858
	2	Cost of goods sold (attach Form 1125-A)		2 127,623
	3	Gross profit. Subtract line 2 from line 1c		3 1,623,235
	4	Net gain (loss) from Form 4797, line 17 (attach Form 4797)		4
Deductions (see instructions for limitations)	5	Other income (loss) (see instructions - attach statement)		5
	6	Total income (loss). Add lines 3 through 5		6 1,623,235
	7	Compensation of officers (see instructions - attach Form 1125-E)		7 77,400
	8	Salaries and wages (less employment credits)		8 302,920
	9	Repairs and maintenance		9
	10	Bad debts		10
	11	Rents		11
	12	Taxes and licenses Wks Tax/Lic		12 34,765
	13	Interest (see instructions)		13 15,154
	14	Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)		14 289,325
	15	Depletion (Do not deduct oil and gas depletion.)		15
Tax and Payments	16	Advertising		16 268
	17	Pension, profit-sharing, etc., plans		17
	18	Employee benefit programs		18
	19	Other deductions (attach statement) Statement #2		19 639,111
	20	Total deductions. Add lines 7 through 19		20 1,358,943
	21	Ordinary business income (loss). Subtract line 20 from line 6		21 264,292
	22a	Excess net passive income or LIFO recapture tax (see instructions)	22a	
	b	Tax from Schedule D (Form 1120S)	22b	
	c	Add lines 22a and 22b (see instructions for additional taxes)	22c	
	23a	2018 estimated tax payments and 2017 overpayment credited to 2018	23a	
	b	Tax deposited with Form 7004	23b	
	c	Credit for federal tax paid on fuels (attach Form 4136)	23c	
d	Refundable credit from Form 8827, line 8c	23d		
e	Add lines 23a through 23d	23e		
24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ☐	24		
25	Amount owed. If line 23e is smaller than the total of lines 22c and 24, enter amount owed	25		
26	Overpayment. If line 23e is larger than the total of lines 22c and 24, enter amount overpaid	26		
27	Enter amount from line 26: Credited to 2019 estimated tax Refunded	27		

Sign
Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

DARCY BELLEMORE

Signature of officer

Date

PRESIDENT

Title

May the IRS discuss this return
with the preparer shown below
(see instructions)? ☐ Yes ☒ NoPaid
Preparer
Use Only

Print/Type preparer's name

Gary E Nemes CPA

Preparer's signature

Date

03-06-2019

Check ☐ if

self-employed

PTIN

P00253747

Firm's name

Gary E Nemes PA

Firm's EIN

Firm's address

801 West Bay Dr Ste 473

Phone no.

Largo FL 33770

(727) 588-0977

For Paperwork Reduction Act Notice, see separate instructions.

Form 1120S (2018)

ATTACHMENT #1

Form 1120S (2018)

BELLMORE ENTERPRISES INC

59-3693642

Page 2

Schedule B Other Information (see instructions)

	Yes	No
1 Check accounting method: a ☒ Cash b ☐ Accrual c ☐ Other (specify) ▶		
2 See the instructions and enter the: a Business activity ▶ CABLE INSTALLATION b Product or service ▶ CABLE INSTALLATION		
3 At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation		X
4 At the end of the tax year, did the corporation: a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage of Stock Owned	(v) If Percentage in (iv) is 100%, Enter the Date (if any) a Qualified Subchapter S Subsidiary Election Was Made

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X
---	--	---

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

5 a At the end of the tax year, did the corporation have any outstanding shares of restricted stock? If "Yes," complete lines (i) and (ii) below. (i) Total shares of restricted stock (ii) Total shares of non-restricted stock		X
b At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments? If "Yes," complete lines (i) and (ii) below. (i) Total shares of stock outstanding at the end of the tax year (ii) Total shares of stock outstanding if all instruments were executed		X
6 Has this corporation filed, or is it required to file, Form 8918 , Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
7 Check this box if the corporation issued publicly offered debt instruments with original issue discount If checked, the corporation may have to file Form 8281 , Information Return for Publicly Offered Original Issue Discount Instruments.		
8 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) ▶ \$		
9 Did the corporation have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions		X
10 Does the corporation satisfy one of the following conditions and the corporation doesn't own a pass-through entity with current year, or prior year carryover, excess business interest expense? See instructions	X	
a The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year don't exceed \$25 million, and the corporation isn't a tax shelter; or		
b The corporation only has business interest expense from (1) an electing real property trade or business, (2) an electing farming business, or (3) certain utility businesses under section 163(j)(7). If "No," complete and attach Form 8990.		
11 Does the corporation satisfy both of the following conditions? a The corporation's total receipts (see instructions) for the tax year were less than \$250,000 b The corporation's total assets at the end of the tax year were less than \$250,000 If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Schedule B Other Information (see instructions) (continued)		Yes	No
12	During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
	If "Yes," enter the amount of principal reduction ▶ \$		
13	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions	X	
14 a	Did the corporation make any payments in 2018 that would require it to file Form(s) 1099?	X	
b	If "Yes," did the corporation file or will it file required Forms 1099?		
15	Is the corporation attaching Form 8996 to certify as a Qualified Opportunity Fund?	X	
	If "Yes," enter the amount from Form 8996, line 13 ▶ \$		

Schedule K Shareholders' Pro Rata Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)	1	264,292
	2 Net rental real estate income (loss) (attach Form 8825)	2	
	3a Other gross rental income (loss) 3a		
	b Expenses from other rental activities (attach statement) 3b		
	c Other net rental income (loss). Subtract line 3b from line 3a 3c		
	4 Interest income 4		
	5 Dividends: a Ordinary dividends 5a		
	b Qualified dividends 5b		
	6 Royalties 6		
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S)) 7		
Deductions	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S)) 8a		
	b Collectibles (28%) gain (loss) 8b		
	c Unrecaptured section 1250 gain (attach statement) 8c		
	9 Net section 1231 gain (loss) (attach Form 4797) 9		
	10 Other income (loss) (see instructions) . . . Type ▶ 10		
	11 Section 179 deduction (attach Form 4562) 11		
	12a Charitable contributions 12a		
	b Investment interest expense 12b		
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶ 12c(2)		
	d Other deductions (see instructions) Type ▶ 12d		
Credits	13a Low-income housing credit (section 42(j)(5)) 13a		
	b Low-income housing credit (other) 13b		
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable) 13c		
	d Other rental real estate credits (see instructions) Type ▶ 13d		
	e Other rental credits (see instructions) Type ▶ 13e		
	f Biofuel producer credit (attach Form 6478) 13f		
	g Other credits (see instructions) Type ▶ 13g		
Foreign Transactions	14a Name of country or U.S. possession ▶ 14b		
	b Gross income from all sources 14c		
	c Gross income sourced at shareholder level 14d		
	Foreign gross income sourced at corporate level		
	d Section 951A category 14e		
	e Foreign branch category 14f		
	f Passive category 14g		
	g General category 14h		
	h Other (attach statement) 14i		
	Deductions allocated and apportioned at shareholder level		
	i Interest expense 14j		
	j Other 14k		
	Deductions allocated and apportioned at corporate level to foreign source income		
	k Section 951A category 14l		
	l Foreign branch category 14m		
	m Passive category 14n		
	n General category 14o		
o Other (attach statement) 14p			
Other information			
p Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued 14q			
q Reduction in taxes available for credit (attach statement) 14r			
r Other foreign tax information (attach statement)			

ATTACHMENT #1

Form 1120S (2018) **BELLMORE ENTERPRISES INC**

59-3693642 Page 4

Schedule K		Shareholders' Pro Rata Share Items (continued)		Total amount
Alternative Minimum Tax (AMT) Items	15a	Post-1986 depreciation adjustment		15a
	b	Adjusted gain or loss		15b
	c	Depletion (other than oil and gas)		15c
	d	Oil, gas, and geothermal properties - gross income		15d
	e	Oil, gas, and geothermal properties - deductions		15e
	f	Other AMT items (attach statement)		15f
Items Affecting Shareholder Basis	16a	Tax-exempt interest income		16a
	b	Other tax-exempt income		16b
	c	Nondeductible expenses	Statement #16c	16c 6,105
	d	Distributions (attach statement if required) (see instructions)		16d 68,000
	e	Repayment of loans from shareholders		16e
Other Information	17a	Investment income		17a
	b	Investment expenses		17b
	c	Dividend distributions paid from accumulated earnings and profits		17c
	d	Other items and amounts (attach statement)		
Reconciliation	18	Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14p		18 264,292

Schedule L		Beginning of tax year		End of tax year	
Balance Sheets per Books		(a)	(b)	(c)	(d)
Assets					
1	Cash				
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts	()		()	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	808,035		1,073,117	
b	Less accumulated depreciation	(645,577)	162,458	(934,902)	138,215
11a	Depletable assets				
b	Less accumulated depletion	()		()	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	()		()	
14	Other assets (attach statement)				
15	Total assets		162,458		138,215
Liabilities and Shareholders' Equity					
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement)				
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock				
23	Additional paid-in capital				
24	Retained earnings		162,458		138,215
25	Adjustments to shareholders' equity (attach statement)				
26	Less cost of treasury stock	()		()	
27	Total liabilities and shareholders' equity		162,458		138,215

ATTACHMENT #1

Form 1120S (2018)

BELLMORE ENTERPRISES INC

59-3693642

Page 5

Schedule M-1

Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: The corporation may be required to file Schedule M-3 (see instructions)

1	Net income (loss) per books	258,187	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14p (itemize):		6	Deductions included on Schedule K, lines 1 through 12 and 14p, not charged against book income this year (itemize):	
a	Depreciation \$		a	Depreciation \$	
b	Travel and entertainment \$ 6,105		7	Add lines 5 and 6	
		6,105	8	Income (loss) (Schedule K, line 18). Line 4 less line 7	264,292
4	Add lines 1 through 3	264,292			

Schedule M-2

Analysis of Accumulated Adjustments Account, Shareholders' Undistributed Taxable Income Previously Taxed, Accumulated Earnings and Profits, and Other Adjustments Account (see instructions)

	(a) Accumulated adjustments account	(b) Shareholders' undistributed taxable income previously taxed	(c) Accumulated earnings and profits	(d) Other adjustments account
1 Balance at beginning of tax year	343,155			
2 Ordinary income from page 1, line 21	264,292			
3 Other additions				
4 Loss from page 1, line 21	()			
5 Other reductions	(6,105)			()
6 Combine lines 1 through 5	601,342			
7 Distributions	68,000			
8 Balance at end of tax year. Subtract line 7 from line 6	533,342			

EEA

Form 1120S (2018)

ATTACHMENT #1

Form **1125-A**

Cost of Goods Sold

OMB No. 1545-0123

(Rev. November 2018)

Department of the Treasury
Internal Revenue Service

► Attach to Form 1120, 1120-C, 1120-F, 1120S, or 1065.
► Go to www.irs.gov/Form1125A for the latest information.

Name

Employer identification number

BELLMORE ENTERPRISES INC

59-3693642

1	Inventory at beginning of year	1	
2	Purchases	2	127,623
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	Total. Add lines 1 through 5	6	127,623
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return. See instructions	8	127,623

9a Check all methods used for valuing closing inventory:

(i) ☐ Cost

(ii) ☒ Lower of cost or market

(iii) ☐ Other (Specify method used and attach explanation.) ►

b Check if there was a writedown of subnormal goods ► ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ► ☐

d If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO **9d** ☐

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions ☐ Yes ☒ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☒ No

ATTACHMENT #1

671117

Schedule K-1
(Form 1120S)Department of the Treasury
Internal Revenue Service

2018

For calendar year 2018, or tax year

beginning 2018 ending

Shareholder's Share of Income, Deductions,
Credits, etc. ▶ See page 2 of form and separate instructions.**Part I** Information About the Corporation

A Corporation's employer identification number

59-3693642

B Corporation's name, address, city, state, and ZIP code

BELLMORE ENTERPRISES INC

16019 REDINGTON DRIVE

REDINGTON BEACH FL 33708

C IRS Center where corporation filed return

OGDEN

Part II Information About the Shareholder

D Shareholder's identifying number

590-70-9536

E Shareholder's name, address, city, state, and ZIP code

DARCY BELLEMORE

16019 REDINGTON DRIVE

REDINGTON BEACH FL 33708

F Shareholder's percentage of stock
ownership for tax year

75.00000 %

For IRS Use Only

☐ Final K-1☐ Amended K-1

OMB No. 1545-0123

Part IIIShareholder's Share of Current Year Income,
Deductions, Credits, and Other Items

1	Ordinary business income (loss)	13	Credits
	198,219		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions	C*	STMT
		D	51,000
		17	Other information
		V*	STMT

* See attached statement for additional information.

ATTACHMENT #1

Schedule K-1 Supplemental Information		2018
Shareholder's name DARCY BELLEMORE		Shareholder's ID Number
Name of S Corporation BELLMORE ENTERPRISES INC		S Corporation's EIN 59-3693642

FORM 1120S SCHEDULE K-1 - LINE 16

CODE	DESCRIPTION	AMOUNT
C	OTHER NONDEDUCTIBLE EXPENSES	4,579
	MEALS	4,579
	TOTAL	4,579

ATTACHMENT #1

Schedule K-1 Distribution Information

2018

Shareholder's name

Shareholder's ID Number

DARCY BELLEMORE

Name of S Corporation

S Corporation's EIN

BELLMORE ENTERPRISES INC

59-3693642

Date of Distribution	Total Amount of Distribution	Ownership % at Date of Distribution	Shares	Shareholder's Pro Rata Share of Distribution
12-31-2018	68,000	75.00	075.00000	51,000
TOTAL				<u><u>51,000</u></u>

QBI **Qualified Business Income Deduction**
Information Reported in Accordance with Prop Reg 1.199A-6
Schedule K-1, Line 17, Codes V-Z

2018

Corporate Name		EIN							
BELMORE ENTERPRISES INC		59-3693642							
Shareholder Name		SSWEIN							
DARCY BELMORE									
Name of Trade or Business	Taxpayer Identification Number	Qualified Business Income/(loss) (V)	Section 1231 Gain (Loss)	Section 179	W-2 Wages (W)	Unadjusted Basis Immediately After Acquisition (X)	Qualified REIT Dividends (Y)	Qualified PTP Income/(Loss) (Z)	SSTB *

1120S: BELMORE ENTERPRISES INC 59-3693642 198,219 - - 285,240 765,346 - - No

ATTACHMENT #1

671117

OMB No. 1545-0123

Schedule K-1
(Form 1120S)

2018

Department of the Treasury
Internal Revenue Service

For calendar year 2018, or tax year

beginning 2018 ending

Shareholder's Share of Income, Deductions,
Credits, etc. ▶ See page 2 of form and separate instructions.**Part I** Information About the Corporation

A Corporation's employer identification number

59-3693642

B Corporation's name, address, city, state, and ZIP code

BELLMORE ENTERPRISES INC

16019 REDINGTON DRIVE

REDINGTON BEACH FL 33708

C IRS Center where corporation filed return

OGDEN

Part II Information About the Shareholder

D

E Shareholder's name, address, city, state, and ZIP code

KEVIN BELLEMORE

16019 REDINGTON DR

REDINGTON BEACH FL 33708

F Shareholder's percentage of stock
ownership for tax year

25.00000 %

For IRS Use Only

Final K-1

Amended K-1

Part IIIShareholder's Share of Current Year Income,
Deductions, Credits, and Other Items

1	Ordinary business income (loss)	13	Credits
	66,073		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions	C*	STMT
		D	17,000
		17	Other information
		V*	STMT

* See attached statement for additional information.

ATTACHMENT #1

Schedule K-1 Supplemental Information

2018

Shareholder's name

KEVIN BELLEMORE

Shareholder's ID Number

Name of S Corporation

BELLMORE ENTERPRISES INC

S Corporation's EIN

59-3693642

FORM 1120S SCHEDULE K-1 - LINE 16

<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
C	OTHER NONDEDUCTIBLE EXPENSES	1,526
	MEALS	1,526
	TOTAL	1,526

ATTACHMENT #1

Schedule K-1 Distribution Information				2018
Shareholder's name KEVIN BELLEMORE				Shareholder's ID Number
Name of S Corporation BELLMORE ENTERPRISES INC				S Corporation's EIN 59-3693642

Date of Distribution	Total Amount of Distribution	Ownership % at Date of Distribution	Shares	Shareholder's Pro Rata Share of Distribution
12-31-2018	68,000	25.00	025.00000	17,000
TOTAL				<u><u>17,000</u></u>

Qualified Business Income Deduction

QBI

2018

Information Reported in Accordance with Prop Reg 1.199A-8
Schedule K-1, Line 17, Codes V-Z

Corporate Name		EIN							
BELLMORE ENTERPRISES INC		59-3693642							
Shareholder Name		SSN/EIN							
KEVIN BELLEMORE									
Name of Trade or Business	Taxpayer Identification Number	Qualified Business Income/(Loss) (V)	Section 1231 Gain (Loss)	Section 179	W-2 Wages (W)	Unadjusted Basis Immediately After Acquisition (X)	Qualified REIT Dividends (Y)	Qualified PTP Income/(Loss) (Z)	SSTB *

1120S: BELLMORE ENTERPRISES INC 59-3693642 66,073 - - 95,080 255,115 - - No

* Specified Service Trade or Business
WK_QBIS-LD

ATTACHMENT #1 **Depreciation and Amortization** **(Including Information on Listed Property)**

OMB No. 1545-0172

2018Attachment
Sequence No. **179**Department of the Treasury
Internal Revenue Service (99)▶ Go to www.irs.gov/Form4562 for instructions and the latest information.

Name(s) shown on return

Business or activity to which this form relates

Identifying number

BELLMORE ENTERPRISES INC

FORM 1120S

59-3693642

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2017 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2019. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	57,000
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	3,291

Part III MACRS Depreciation (Don't include listed property. See instructions.)**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2018	17	2,817
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B - Assets Placed in Service During 2018 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	

Section C - Assets Placed in Service During 2018 Tax Year Using the Alternative Depreciation System

(a) Class life	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year			30 yrs.	MM	S/L	
d 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	226,217
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	289,325
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form 4562 (2018)

Part V**Listed Property** (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)**Note:** For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.**Section A - Depreciation and Other Information** (Caution: See the instructions for limits for passenger automobiles.)**24a** Do you have evidence to support the business/investment use claimed? ☒ **Yes** ☐ **No** **24b** If "Yes," is the evidence written? ☒ **Yes** ☐ **No**

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use. See instructions							25 208,082	
26 Property used more than 50% in a qualified business use:								
Statement #567		%					18,135	
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L-		
		%				S/L-		
		%				S/L-		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28 226,217	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1	(b) Vehicle 2	(c) Vehicle 3	(d) Vehicle 4	(e) Vehicle 5	(f) Vehicle 6
30 Total business/investment miles driven during the year (don't include commuting miles)						
31 Total commuting miles driven during the year						
32 Total other personal (noncommuting) miles driven						
33 Total miles driven during the year. Add lines 30 through 32						
34 Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No
		X		X		X
35 Was the vehicle used primarily by a more than 5% owner or related person?	X		X		X	X
36 Is another vehicle available for personal use?	X	X	X	X	X	X

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who aren't more than 5% owners or related persons. See instructions.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? See instructions		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.**Part VI Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2018 tax year (see instructions):					
43 Amortization of costs that began before your 2018 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44

ATTACHMENT #1

Federal Supporting Statements

2018 PG01

Name(s) as shown on return

Tax ID Number

BELLMORE ENTERPRISES INC

59-3693642

FORM 1120S - LINE 19 - OTHER DEDUCTIONS

Statement #2

<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACCOUNTING	3,460
BANK CHARGES	347
50% MEALS	6,105
OFFICE EXPENSE	7,831
PARKING FEES AND TOLLS	1,919
TRAVEL	25,184
UTILITIES	16,877
ANTIVIRUS	150
BORE GEL	34,891
BORE GEL DISPOSAL	19,342
COMMERICAL INSURANCE PACKAGE	51,157
CONCRETE ASHPHALT	3,222
DIESEL FUEL	94,805
DITCH WITCH MISSILES	11,567
DRILL & MACHINE REPAIR & MAINTENANCE	60,667
EMERGENCY FIRST AID	604
EQUIPMENT RENTAL/LEASE	55,609
EQUIPMENT TIRES	7,440
FIRE PROTECT	2,040
PER DIEM	56,720
PEST CONTROL	164
ROAD SERVICE	2,155
SAFETY TRAINING	25,600
SHOP INSURANCE	4,326
SMALL EQUIPMENT REPAIR	5,269
SOD	24,886
TANGIBLE TAX	2,429
TELEPHONE, INTERNET, FAX	4,769
TOOLS AND SMALL EQUIPMENT	4,053
TRAILER REPAIR	8,587
TRAILER TAGS	458
UTILITY DAMAGE AND REPAIR	4,086
VEHICLE INSURANCE PACKAGE	29,811
VEHICLE REPAIR & MAINTENANCE	35,672
WORKERS COMP	26,909
TOTAL	639,111

ATTACHMENT #1

Federal Supporting Statements

2018 PG01

Name(s) as shown on return

Tax ID Number

BELLMORE ENTERPRISES INC

59-3693642

SCHEDULE K - LINE 16C - NONDEDUCTIBLE EXPENSES

Statement #16c

DESCRIPTION

AMOUNT

MEALS

6,105

TOTAL

6,105

SCHEDULE M-2 - LINE 5 - OTHER REDUCTIONS

PG01

Statement #30

DESCRIPTION

AMOUNT

NONDEDUCTIBLE EXPENSES

6,105

TOTAL

6,105

ATTACHMENT #1

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 BELLMORE ENTERPRISES, INC., 16019 Redington Drive, Redington Beach, Florida 33708, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Underground Duct-Line Installation Services, pursuant to the CITY's Purchasing Policy and ITB-19-PW-031; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB-19-PW-031; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall extend from October 1, 2019 through October 1, 2022, and may be extended when in the best interest of the CITY.

SECTION 3. SCOPE OF SERVICES.

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

ATTACHMENT #1

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 warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

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

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

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on

ATTACHMENT #1

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 this Agreement for services rendered shall be in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto. To the extent of any conflict between Exhibit "B" and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible

ATTACHMENT #1

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,

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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:

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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

ATTACHMENT #1

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,

ATTACHMENT #1

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:

ATTACHMENT #1

CITY: City of Mount Dora
Attention: City Manager
510 N. Baker Street
Mount Dora, Florida 32757

CONTRACTOR: Bellmore Enterprises, Inc.
16019 Redington Drive
Redington Beach, Florida 33708

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.

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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.

ATTACHMENT #1

EXHIBIT A

**Commercial Landscape Professionals, Inc., d/b/a Trimac Outdoor
for professional grounds maintenance and landscaping services
ITB-19-LS-030**

ATTACHMENT #1

EXHIBIT A

GENERAL DESCRIPTION OF SPECIFICATIONS OR SCOPE OF WORK

1. Project Description

From time to time the City of Mount Dora (City) may have need for duct line construction services to cause various sections of the City's electrical distribution system to be moved underground. Such services shall include, but are not limited to, installation of electrical conduit (primary, secondary and service) by directional boring or trenching. An initial project consists of laying an underground line along Mary Lane. Various other small underground jobs shall be performed on an as needed basis. The City will primarily use this contract to request directional boring in order to place electric lines underground. However, occasionally the City will request trenching services.

2. Scope of Work:

Contractor shall provide all labor, equipment, and materials if so requested, to complete each job requested by the City of Mount Dora. The contractor is responsible for providing material labor, equipment breakdown, and a complete 'as-built' for each job. The City will provide contractor with drawings of work to be performed.

The work shall include the unloading into and/or out of storage, transporting, storing, assembling, connecting, testing and maintenance for the successful operation of all materials and equipment. This work shall be comprised essentially of the following:

Install electric, conduit to the locations shown on work order drawings as specified. All driveways and roads that must be crossed shall be bored under. As with all jobs, existing underground facilities must be taken into account whether located or not.

All conduit runs shall contain nylon pull strings and/or Mule Tape.

Before installing conduit, it will be contractor's responsibility to call in locates.

The contractor shall coordinate with the City of Mount Dora personnel regarding project management and conduit inspections.

The contractor is responsible for repairs and/or replace all damages such as sod, shrubbery, irrigation sidewalks, existing underground facilities or driveways, etc. that were damaged during the installation of the conduit, or bear the cost of repairs. Sod and shrubbery requiring replacement must be the same or similar to the type damaged.

The contractor shall be responsible address and resolve in a timely fashion all damage claims filed by any property owners affected by work done during stated assigned job. The City shall be made aware of any and all damage claims, the process to rectify and the end result. All costs of repairs will be the Contractor's sole responsibility.

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It is the responsibility of the contractor to furnish and set up traffic control devices that may be required. All traffic control plans shall comply with the FDOT Index 600 standard, and contractor shall coordinate with City Public Works, Police and Fire.

ATTACHMENT #1

Exhibit "B"

PROPOSAL/BID PRICING FORM

ITB# 19-PW-031

Underground Duct Line Installation Services

UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS UNIT GROUP DB - DIRECTIONAL BORING

Installation of conduit utilizing the directional boring method. Unit prices to include entrance and receiving pits (if required) and all equipment and materials (other than City supplied materials) necessary for the installation of PE (polyethylene) conduit at a minimum depth of 36". Price will be by lineal foot. Pricing units to include hauling and disposal of boring slurries if applicable.

On per foot cost of adding additional pipe to the same bore, the largest pipe size will be used as the cost basis for the first pipe installed. Smaller or equal size pipe are the additions.

UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS UNIT GROUP DB - DIRECTIONAL BORING

DESCRIPTION	Estimated Quantity (feet)	Unit Price	COST
Bore 1-2" HDPE, SDR 13.5 Conduit	6000	\$15.00	\$90,000.00
Bore 1-2.5" HDPE, SDR 13.5 Conduit	2000	\$15.00	\$30,000.00
Bore 1-4" HDPE, SDR 13.5 Conduit	1000	\$20.00	\$20,000.00
Bore each additional 2" HDPE, SDR 13.5 Conduit	6000	\$5.00	\$30,000.00
Bore each additional 2.5" HDPE, SDR 13.5 Conduit	500	\$5.00	\$2,500.00
Bore each additional 4" HDPE, SDR 13.5 Conduit	100	\$7.50	\$750.00
Missile 1"-2.5" Sch-40 Conduit @24" depth	500	\$9.00	\$4,500.00
Missile 1"-2.5" Sch-40 Conduit @30" depth	50	\$9.00	\$450.00
Missile 1"-2.5" Sch-40 Conduit @36" depth	50	\$12.00	\$600.00
Missile 1"-2.5" Sch-40 Conduit @42" depth	25	\$15.00	\$375.00

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Missile 3"-4" Sch-40 Conduit @ 24" depth	50	\$15.00	\$750.00
Missile 3"-4" Sch-40 Conduit @ 30" depth	50	\$15.00	\$750.00
Missile 3"-4" Sch-40 Conduit @ 36" depth	50	\$20.00	\$1,000.00
Missile 3"-4" Sch-40 Conduit @ 42" depth	25	\$20.00	\$500.00
GRAND TOTAL			

Sub Total Unit Group DB \$ 182,175.00

UNIT GROUP EA - HAND TRENCH

Hand dug trench and backfill 12" maximum width, to depth as indicated, pricing unit 1 lineal ft. of trench

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Hand trench * backfill 12" width, 24" depth	500	\$7.00	\$3,500.00
Hand trench * backfill 12" width, 30" depth	50	\$8.00	\$400.00
Hand trench * backfill 12" width, 36" depth	800	\$10.00	\$8,000.00
Hand trench * backfill 12" width, 42" depth	100	\$12.00	\$1,200.00
Hand trench * backfill 12" width, 48" depth	50	\$14.00	\$700.00
Hand trench * backfill each additional 6" in depth	50	\$3.00	\$150.00

Sub Total Unit Group EA \$ 13,950.00

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UNIT GROUP EB - MACHINE TRENCH (BACKHOE) 12"

Machine dug trench (with a backhoe) and backfill 12" maximum width, depth as indicated, pricing unit 1 lineal feet. of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Machine trench (backhoe) 12" width, 24" depth	500	\$6.00	\$3,000.00
Machine trench (backhoe) 12" width, 30" depth	500	\$7.00	\$3,500.00
Machine trench (backhoe) 12" width, 36" depth	8000	\$8.00	\$64,000.00
Machine trench (backhoe) 12" width, 42" depth	3000	\$10.00	\$30,000.00
Machine trench (backhoe) 12" width, 48" depth	2000	\$12.00	\$24,000.00
Machine trench (backhoe) each additional 6" in depth	500	\$3.00	\$1,500.00
Machine trench (backhoe) each additional 6" in width	500	\$3.00	\$1,500.00

Sub Total Unit Group EB \$127,500.00

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UNIT GROUP EC - REMOVAL & REPLACEMENT OF PAVING

These Units shall be used when site conditions require the removal and replacement of pavement. All material and labor will be by the Contractor. Pricing unit is per square foot of area removed or replaced. Pricing to include hauling and disposal of excess materials and debris.

DESCRIPTION	Estimated Quantity (Sq. ft.)	Unit Price	EXTENDED COST
Removal of asphalt pavement, 2" thick or less	500	\$5.00	\$2500.00
Removal of asphalt pavement, 2" thick or less	500	\$5.00	\$2500.00
Removal of lime rock base, 8" or less	200	\$5.50	\$1100.00
Replace lime rock base, 8" or less	200	\$5.50	\$1100.00
Removal of lime rock base, 12" or less	100	\$6.50	\$650.00
Replace lime rock base, 12" or less	100	\$6.50	\$650.00
Removal of concrete 6" thick or less	300	\$5.00	\$1500.00
Replace of concrete 6" thick or less	100	\$5.00	\$500.00
Replace concrete 6" thickness	300	\$6.00	\$1,800.00
Each additional 1" of concrete	100	\$2.00	\$200.00

Sub Total Unit Group EC \$ 12,500.00

UNIT GROUP ED - LANDSCAPING

These units shall be used for the replacement of landscaping disturbed during the work, the Contractor shall provide all sod, seed and mulch. Pricing unit is per square foot of area, including the hauling and removal of excess material and debris.

DESCRIPTION	Estimated Quantity (Sq. ft.)	Unit Price	EXTENDED COST
Replace sod with similar sod type	15,000 sq. ft.	\$1.25	\$18750.00
Rake, mulch and seed with grass	5,000 sq. ft.	\$0.75	\$3750.00

Sub Total Unit Group ED \$22,500.00

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UNIT GROUP GA - INSTALL CONDUIT UNDER 200'

Installation of conduit in advance of cable pulling in an existing trench at locations other than street crossings. Trenching charges in association with this work shall be chargeable in accordance with either Unit Group A, B, C, or D as applicable. Pricing unit 1 lineal foot of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
1"-3" PVC Conduit 24" depth	500	\$1.50	\$450.00
1"-3" PVC Conduit 30" depth	50	\$1.50	\$75.00
1"-3" PVC Conduit 36" depth	500	\$2.00	\$1000.00
4"-6" PVC Conduit 36" depth	300	\$2.50	\$750.00
1"-3" PVC Conduit 42" depth	25	\$2.00	\$50.00
2"-3" PVC Conduit 48" depth	25	\$2.50	\$62.50
4"-6" PVC Conduit 42" depth	25	\$3.00	\$75.00
4"-6" PVC Conduit 48" depth	25	\$3.00	\$75.00
Each additional 1" - 3" PVC conduit in trench	500	\$1.50	\$750.00
Each additional 4" - 6" PVC conduit in trench	25 each	\$2.50	\$62.50

Sub Total Unit Group GA \$ 3,350.00

UNIT GROUP GB - INSTALL ELBOWS

These units are to be used for the placement of conduit elbows/sweep and pole risers which terminate trenches. All elbows/sweeps and pole risers shall be supplied by the City. No additional charges for trenching shall be added to these unit costs for installation of conduit elbows. Pricing unit for elbows/sweeps is each installed. Pricing unit for pole risers is per foot, on concrete or wood poles.

DESCRIPTION	Estimated Quantity (each)	Unit Price	EXTENDED COST
Install 1 -90 or 45 deg. 24" radius elbow; 2"-3" PVC	500	5.00	2500.00
Install 1 -90 or 45 deg. 24" radius elbow 4" PVC	500	7.00	3500.00

Sub Total Unit Group GB \$ 6,000.00

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UNIT GROUP JB - MISCELLANEOUS

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Dewater jack & bore pit	50	\$50.00	\$2,500.00
Dewater trench less than 50'	50	\$50.00	\$2,500.00
Dewater trench 50' to 200' length	25	\$50.00	\$1,250.00
Dewater trench more than 200'	25	\$30.00	\$750.00
Installation of 40 lb. bag of concrete in trench	10	\$6.00	\$60.00

Sub Total Unit Group JB \$ 7,060.00

UNIT GROUP BGA - HAND TRENCH "DIFFICULT" SURFACE & SUBSURFACE CONDITIONS

Hand dug trench and backfill 12" maximum width, to depth as indicated, pricing unit 1 lineal foot of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
Hand trench & backfill 12" width, 24" depth	50	12.00	600.00
Hand trench & backfill 12" width, 30" depth	50	14.00	700.00
Hand trench & backfill 12" width, 36" depth	50	16.00	800.00
Hand trench & backfill 12" width, 42" depth	50	18.00	900.00
Hand trench & backfill 12" width, 48" depth	50	20.00	1000.00
Hand trench & backfill each additional 6" in depth	50	10.00	500.00

Sub Total Unit Group BGA \$ 4,500.00

CONDUIT INSTALLATION

1.4-A PART A. Group Price Schedule for "Normal" Surface & Subsurface Conditions (All Sub Totals)

Total Charge, Unit Group DB - Directional Boring	\$ <u>182,175.00</u>
Total Charge, Unit Group EA - Hand Trench 12" Width	\$ <u>13,950.00</u>
Total Charge, Unit Group EB - Machine Trench (Backhoe) 12"	\$ <u>127,500.00</u>

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Total Charge, Unit Group EC - Removal & Replacement of Paving	<u>\$12,500.00</u>
Total Charge, Unit Group ED - Landscaping	<u>\$22,500.00</u>
Total Charge, Unit Group GA - Install Conduit Under 200'	<u>\$3,350.00</u>
Total Charge, Unit Group GB - Install Elbows	<u>\$6,000.00</u>
Total Charge, Unit Group GE - Jack & Bore Conduit	<u>\$</u>
Total Charge, Unit Group JB - Miscellaneous	<u>\$7,060.00</u>
TOTAL	<u>\$375,035.00</u>

Description - PART A	Grand Total Part A
Part A Total price for "Normal" surface & subsurface conditions (All Groups)	\$ 375,035.00

1.4-PART B. CONDUIT AND CABLE INSTALLATION

Total Price schedule for "Difficult" Surface and Subsurface Conditions

Total Charge, Unit Group BGA Hand Trench and Backfill \$ 4,500.00

GRAND TOTAL \$ 4,500.00

Description - PART B	Grand Total Part B
Part B Total Price for "Difficult" surface & subsurface conditions	\$ 4,500.00

Grand Total PARTS A, and B	Grand Total Part A, and B
Part A, and B grand total	\$ 379,535.00

Total Price in Words: \$THREE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED THIRTY FIVE AND ZERO CENTS

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ADDITIONAL SERVICES:

CONDUIT INSTALLATION

1.5 LABOR AND EQUIPMENT RATES

GENERAL

The contractor is to submit with the bid submittal hourly labor and equipment rates. The City will use the information provided to determine projected costs of "extra work" and miscellaneous as needed projects.

- A. A complete listing of labor costs by classification including but not limited to laborer, electrician, cable splicer, foreman, and superintendent.
- B. A complete listing of rental equipment costs by type of equipment including but not limited to cranes, backhoes, front end loaders, trenchers, pickup trucks, flatbed trucks, dump trucks, bucket trucks, boom trucks, air compressors, mud hogs, and compactors.

CONDUIT AND CABLE INSTALLATION

1.5 PART A. LABOR RATES:

Item	Proposed Labor/Craft	Rate per Hour from 6:00 am to 6:00 pm	Rate per Hour from 6:01 pm to 5:59 am
1.	Superintendent	\$ 75.00	\$ 125.00
2.	Foreman	\$ 60.00	\$ 90.00
3.	Equipment Operator	\$ 50.00	\$ 80.00
4.	Skilled Labor	\$ 40.00	\$ 65.00
5.	Semi-Skilled Labor	\$ 30.00	\$ 55.00
6.	Common Labor	\$ 25.00	\$ 45.00
7.	Medium Voltage Journeyman Electrician	\$ 100.00	\$ 150.00
8.	Medium Voltage Apprentice Electrician	\$ 50.00	\$ 80.00
9.	Cable Splicer	\$ 75.00	\$ 125.00
10.	Lineman	\$ 125.00	\$ 175.00

CONDUIT AND CABLE INSTALLATION

- 1.5 PART B. EQUIPMENT COSTS for Unforeseeable Work Ordered (Note: Equipment cost must be included in the previous cost categories for boring, conduit installation, etc.)

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Item No.	Equipment Description	Rate per Hour	Item No.	Equipment Description	Rate per Hour
1.	¾ or 1 ton truck	\$50.00	16.	Pole trailer or cable trailer	\$50.00
2.	1 ½ Ton truck	\$60.00	17.	Air compressor	\$50.00
3.	1 ½ Ton truck w/wench	\$125.00	18.	Generator	\$50.00
4.	Dump truck	\$300.00	19.	2-3 inch water pump	\$25.00
5.	Material hauler	\$125.00	20.	Mud hen/hog pump (diaphragm type)	\$25.00
6.	35 ft. bucket truck	\$250.00	21.	Manhole ventilation/blower	\$25.00
7.	Pole truck w/auger (Min. 12,000 lb. torque)	\$250.00	22.	Acetylene torch	\$25.00
8.	Loader/backhoe	\$125.00	23.	Plate compactor	\$25.00
9.	13/ C.Y. backhoe	\$500.00	24.	Roller compactor	\$250.00
10.	Crawler mounted backhoe	\$175.00	25.	Asphalt roller	\$250.00
11.	3 C.Y. loader	\$125.00	26.	Chain saw	\$25.00
12.	40 ton crane	\$500.00	27.	Concrete/asphalt saw	\$25.00
13.	25 ton crane	\$400.00	28.	Arrow board	\$50.00
14.	Trencher - 20 H.P. or less	\$75.00	29.	Barricade & flashing light	\$25.00
15.	Trencher - more than 20 H.P.	\$125.00	30.	Light tree	\$125.00
			31.	Rear lot machine	\$250.00

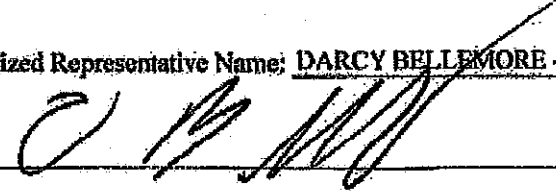
Company Name: BELLMORE ENTERPRISE INC

Address: 16019 REDINGTON DRIVE, REDINGTON BEACH, FL 33708

Telephone Number: (727)224-1584

Email Address: BELLMOREINC@AOL.COM

Company Authorized Representative Name: DARCY BELLMORE - PRESIDENT

Signature/Date: 

08/17/2019

ATTACHMENT #1

RESOLUTION NO. 2019-135

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE SOLICITATION FOR UNDERGROUND DUCT-LINE INSTALLATION SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION TO EXECUTE THE AGREEMENT; 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 issued ITB-19-PW-031 for underground duct-line installation services; and

WHEREAS, the lowest responsive bid was submitted by Bellmore Enterprises, Inc.; and

WHEREAS, the City has determined that it is in its best interest to enter into an Agreement with Bellmore Enterprises, Inc., for the provision of underground duct-line installation services.

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 to Execute Agreement. The City Council hereby authorizes the Mayor or designee to execute the contract with Bellmore Enterprises, Inc., attached hereto as Exhibit "A".

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 solicitation for underground duct-line installation services, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

ATTACHMENT #1

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 19th day of September, A.D., 2019.



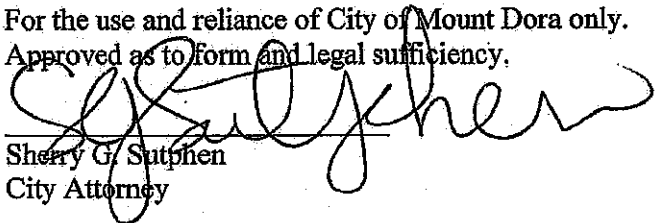
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry G. Sutphen
City Attorney

ATTACHMENT #1

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

CONTRACTOR

By: _____

Print: DARCY BELLEMORE

Title: President

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was executed before me this 9th day of October, 2019 by Darcy Bellmore, as President of Bellmore Enterprises, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced FD as identification.

(stamp)

NOTARY PUBLIC, State of Florida



Phillip J. Koplan
State of Florida
My Commission Expires 04/26/2023
Commission No. GG 308107

CITY OF MOUNT DORA

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 legal sufficiency.

Sherry G. Sutphen
City Attorney

ATTACHMENT #2

AMENDMENT 1 TO AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND BELLMORE ENTERPRISES, INC.

THIS AMENDMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the “CITY” and Bellmore Enterprises, Inc., 16019 Redington Drive, Redington Beach, Florida 33708, hereinafter referred to as the “CONTRACTOR”.

WHEREAS, on September 19, 2019, the City adopted Resolution 2019-135, which authorized the Agreement between the CITY and the CONTRACTOR related to ITB-19-PW-031 (Agreement); and

WHEREAS, the Agreement and ITB-19-PW-031, contemplated that the CONTRACTOR would provide underground duct-line installation services; and

WHEREAS, the CONTRACTOR has requested a rate increase for certain unit prices due to material cost increases and the parties have determined that it is in their mutual best interest to amend the Agreement to accommodate the request.

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 through October 1, 2023.
2. Section 7, Compensation, is hereby amended to revise certain unit pricing on the schedule attached to the Agreement as Exhibit “B”. The unit pricing shall be adjusted as set forth in **Exhibit “A”** attached hereto. **Exhibit “A”** is in no way intended to alter any other term or condition of the Agreement and is only intended to provide an adjustment to those specific unit prices as indicated in **Exhibit “A”**.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

(Signatures on the following page)

ATTACHMENT #2

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment 1 effective this _____ day of _____, 2022.

CITY OF MOUNT DORA



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

ATTEST:



**JESSICA BURNHAM
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

ATTACHMENT #2

CONTRACTOR

By: [Signature]

Print: Darcy Bellemore

Title: President

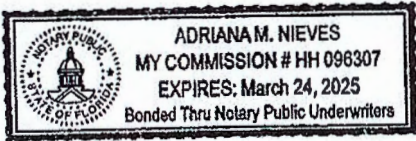
STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Darcy Bellemore, as President, of Bellmore Enterprises, 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 9th day of May, 2022.

(stamp)

[Signature]
NOTARY PUBLIC, State of Florida



ATTACHMENT #2

Exhibit "A"

PROPOSAL/BID PRICING FORM

ITB# 19-PW-031

Underground Duct Line Installation Services

Therefore, the undersigned, Hereinafter called "Bidder" hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, and services without exception, for the "Underground Duct-Line Installation Services". Award will be based on GRAND TOTAL (Part A, and B)

UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS

UNIT GROUP DB - DIRECTIONAL BORING

Installation of conduit utilizing the directional boring method. Unit prices to include entrance and receiving pits (if required) and all equipment and materials (other than City supplied materials) necessary for the installation of PE (polyethylene) conduit at a minimum depth of 36". Price will be by lineal foot. **Pricing units to include hauling and disposal of boring slurries if applicable.**

On per foot cost of adding additional pipe to the same bore, the largest pipe size will be used as the cost basis for the first pipe installed. Smaller or equal size pipe are the additions.

UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS

UNIT GROUP DB - DIRECTIONAL BORING

DESCRIPTION	Estimated Quantity (feet)	Unit Price	COST
Bore 1-2" HDPE, SDR 13.5 Conduit	6000	\$15.00 +\$2.00/ft NEW UNIT PRICE \$17.00	
Bore 1-2.5" HDPE, SDR 13.5 Conduit	2000	\$15.00	\$30,000.00
Bore 1-4" HDPE, SDR 13.5 Conduit	1000	\$20.00 +\$3.00/ft NEW UNIT PRICE \$23.00	
Bore each additional 2" HDPE, SDR 13.5 Conduit	6000	\$5.00 +\$2.00/ft NEW UNIT PRICE \$7.00	
Bore each additional 2.5" HDPE, SDR 13.5 Conduit	500	\$5.00	\$2,500.00
Bore each additional 4" HDPE, SDR 13.5 Conduit	100	\$7.50 +\$3.00/ft NEW UNIT PRICE \$10.50	
Missile 1"-2.5" Sch-40 Conduit @24" depth	500	\$9.00	\$4,500.00
Missile 1"-2.5" Sch-40 Conduit @30" depth	50	\$9.00	\$450.00
Missile 1"-2.5" Sch-40 Conduit @36" depth	50	\$12.00	\$600.00
Missile 1"-2.5" Sch-40 Conduit @42" depth	25	\$15.00	\$375.00

ATTACHMENT #2

UNIT GROUP GA - INSTALL CONDUIT UNDER 200'

Installation of conduit in advance of cable pulling in an existing trench at locations other than street crossings. Trenching charges in association with this work shall be chargeable in accordance with either Unit Group A, B, C, or D as applicable. Pricing unit 1 lineal foot of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
1"-3" PVC Conduit 24" depth	300	\$1.50 +\$3.00/ft NEW UNIT PRICE	\$4.50
1"-3" PVC Conduit 30" depth	50	\$1.50 +\$3.00/ft NEW UNIT PRICE	\$4.50
1"-3" PVC Conduit 36" depth	500	\$2.00 +\$3.00/ft NEW UNIT PRICE	\$5.00
4"-6" PVC Conduit 36" depth	300	\$2.50 +\$3.50/ft NEW UNIT PRICE	\$6.00
1"-3" PVC Conduit 42" depth	25	\$2.00 +\$3.00/ft NEW UNIT PRICE	\$5.00
2"-3" PVC Conduit 48" depth	25	\$2.50 +\$3.00/ft NEW UNIT PRICE	\$5.50
4"-6" PVC Conduit 42" depth	25	\$3.00 +\$3.50/ft NEW UNIT PRICE	\$6.50
4"-6" PVC Conduit 48" depth	25	\$3.00 +\$3.50/ft NEW UNIT PRICE	\$6.50
Each additional 1" - 3" PVC conduit in trench	500	\$1.50 +\$2.50/ft NEW UNIT PRICE	\$4.00
Each additional 4"-6" PVC conduit in trench	25 each	\$2.50 +\$3.00/ft NEW UNIT PRICE	\$5.50

Sub Total Unit Group GA \$ 3,350.00

UNIT GROUP GB - INSTALL ELBOWS

These units are to be used for the placement of conduit elbows/sweep and pole risers which terminate trenches. All elbows/sweeps and pole risers shall be supplied by the City. No additional charges for trenching shall be added to these unit costs for installation of conduit elbows. Pricing unit for elbows/sweeps is each installed. Pricing unit for pole risers is per foot, on concrete or wood poles.

DESCRIPTION	Estimated Quantity (each)	Unit Price	EXTENDED COST
Install 1 -90 or 45 deg. 24" radius elbow, 2"-3" PVC	500	5.00	2500.00
Install 1 -90 or 45 deg. 24" radius elbow 4" PVC	500	7.00	3500.00

Sub Total Unit Group GB \$ 6,000.00

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF MOUNT DORA
AND BELLMORE ENTERPRISES, INC.**

THIS SECOND AMENDMENT is entered into by and between the City of Mount Dora, municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”) and Bellmore Enterprises, Inc., 16019 Redington Drive, Redington Beach, Florida 33708 (the “CONTRACTOR”).

WHEREAS, on September 19, 2019, the City adopted Resolution 2019-135, which authorized the Agreement between the CITY and the CONTRACTOR related to ITB 19-PW-031 Underground Duct-Line Services (the “Agreement”); and

WHEREAS, pursuant to Section 2 of the Agreement, the parties may extend the term of the Agreement when it is in the best interests of the CITY; and

WHEREAS, the Agreement and ITB-19-PW-031 contemplate the CONTRACTOR performing underground duct-line installment services at fixed unit prices; and

WHEREAS, the Agreement was previously amended on May 17, 2022, to extend the term of the Agreement and to revise certain unit pricing (“Amendment 1”); and

WHEREAS, the Agreement is scheduled to expire on October 1, 2023, pursuant to Amendment 1, and the parties have determined that it is in their mutual best interest to further extend the term of the Agreement in exchange for certain unit price increases.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, which the parties acknowledge is valuable consideration, the CITY and the CONTRACTOR agree as follows:

1. Section 2, Term, which was previously amended by Amendment 1, is hereby amended to extend the Term of the Agreement through October 1, 2024; and
2. Section 7, Compensation, which was previously amended by Amendment 1, is hereby amended to adopt and revise certain unit pricing as set forth in **Exhibit “A,”** attached hereto. Only those unit price revisions contained in **Exhibit “A”** are adopted by this Second Amendment. **Exhibit “A”** is not intended and shall not be interpreted to alter or adjust any other term or condition of the Agreement; and
3. All other terms and conditions of the Agreement shall remain in full force and effect; and
4. In the event of a conflict between the express terms of the Second Amendment and the Agreement or Amendment 1, the terms of the Second Amendment shall control.

[Signatures on following page]

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

CITY OF MOUNT DORA

CRISSY STILE, MAYOR
City of Mount Dora

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legal sufficiency

Patrick Brackins, City Attorney

CONTRACTOR

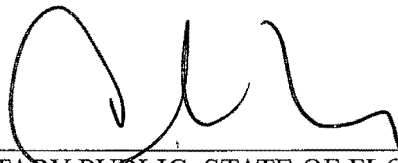
By: Bellmore Enterprises Inc

Print: DARCY Bellemore

Title: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Darcy Bellemore, as President, of Bellmore Enterprises Inc who personally swore or affirmed that he/she is authorized to executed this Second Amendment and thereby bind Bellmore Enterprises, Inc., who is personally known to me ☐ or who produced FL DL as identification, and who did ☐ did not ☒ take an oath this 10th day of October, 2023.



NOTARY PUBLIC, STATE OF FLORIDA

(stamp)



Exhibit "A"

PROPOSAL/BID PRICING FORM
ITB# 19-PW-031
Underground Duct Line Installation Services

Therefore, the undersigned, Hereinafter called "Bidder" hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, and services without exception, for the "Underground Duct-Line Installation Services". Award will be based on GRAND TOTAL (Part A, and B)

UNIT PRICE LIST FOR "NORMAL" SURFACE AND SUBSURFACE CONDITIONS
UNIT GROUP DB - DIRECTIONAL BORING

Installation of conduit utilizing the directional boring method. Unit prices to include entrance and receiving pits (if required) and all equipment and materials (other than City supplied materials) necessary for the installation of PE (polyethylene) conduit at a minimum depth of 36". Price will be by lineal foot. **Pricing units to include hauling and disposal of boring slurries if applicable.**

On per foot cost of adding additional pipe to the same bore, the largest pipe size will be used as the cost basis for the first pipe installed. Smaller or equal size pipe are the additions.

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Bore 1-4" HDPE, SDR 13.5 Conduit	1000	\$20.00 +\$3.00/ft NEW UNIT PRICE \$23.00	
Bore each additional 2" HDPE, SDR 13.5 Conduit	6000	\$5.00 +\$2.00/ft NEW UNIT PRICE \$7.00	
Bore each additional 2.5" HDPE, SDR 13.5 Conduit	500	\$5.00	\$2,500.00
Bore each additional 4" HDPE, SDR 13.5 Conduit	100	\$7.50 +\$3.00/ft NEW UNIT PRICE \$10.50	
Missile 1"-2.5" Sch-40 Conduit @24" depth	500	\$9.00	\$4,500.00
Missile 1"-2.5" Sch-40 Conduit @30" depth	50	\$9.00	\$450.00
Missile 1"-2.5" Sch-40 Conduit @36" depth	50	\$12.00	\$600.00
Missile 1"-2.5" Sch-40 Conduit @42" depth	25	\$15.00	\$375.00

AMENDMENT 2 - CONTRACT EXTENSION YEAR 2

All units that apply - 3" HDPE Conduit - ADD \$1.00 to the unit price

UNIT GROUP GA - INSTALL CONDUIT UNDER 200'

Installation of conduit in advance of cable pulling in an existing trench at locations other than street crossings. Trenching charges in association with this work shall be chargeable in accordance with either Unit Group A, B, C, or D as applicable. Pricing unit 1 lineal foot of trench.

DESCRIPTION	Estimated Quantity (feet)	Unit Price	EXTENDED COST
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4"-6" PVC Conduit 48" depth	25	\$3.00 +\$3.50/ft NEW UNIT PRICE	\$6.50
Each additional 1" - 3" PVC conduit in trench	500	\$1.50 +\$2.50/ft NEW UNIT PRICE	\$4.00
Each additional 4"-6" PVC conduit in trench	25 each	\$2.50 +\$3.00/ft NEW UNIT PRICE	\$5.50

Sub Total Unit Group GA \$ 3,350.00

UNIT GROUP GB - INSTALL ELBOWS

These units are to be used for the placement of conduit elbows/sweep and pole risers which terminate trenches. All elbows/sweeps and pole risers shall be supplied by the City. No additional charges for trenching shall be added to these unit costs for installation of conduit elbows. Pricing unit for elbows/sweeps is each installed. Pricing unit for pole risers is per foot, on concrete or wood poles.

DESCRIPTION	Estimated Quantity (each)	Unit Price	EXTENDED COST
Install 1 -90 or 45 deg. 24" radius elbow, 2"-3" PVC	500	5.00	2500.00
Install 1 -90 or 45 deg. 24" radius elbow 4" PVC	500	7.00	3500.00

Sub Total Unit Group GB \$ 6,000.00



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

DATE: October 17, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval for Code Lien Waiver for 914 Pine Avenue, Mount Dora, Florida 32757 (Damaged, Decayed or Unsafe Structures)

Introduction:

This is a request for City Council to approve a full waiver of the code enforcement lien for 914 Pine Avenue, Mount Dora, Florida 32757.

Discussion:

In September 2006, this Property was the subject of a code enforcement action (Complaint No. 2006-CE-154) regarding damage, decayed or unsafe structure. An order was entered on September 12, 2006, and recorded in the Public Record at Official Record Book 3292, page 2019, on October 30, 2006. An Amended Order was entered on October 8, 2007, and recorded in the Public Record at Official Record Book 3597, Page 1651, on March 17, 2008. City records indicate the Respondent, Roland V. Williams, achieved compliance by obtaining a permit on October 24, 2007. No documentation evidencing a lien was filed or recorded in the public record.

Mr. Williams wishes to sell the Property and requests a full waiver of any liens on the property. His letter and backup documentation is included as Attachment #1.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to approve a full waiver of the code enforcement lien for 914 Pine Avenue, Mount Dora, Florida 32757, and authorize the City Manager to execute the appropriate documents.

Attachment(s):

1. Attachment #1 - Letter from Roland Williams re 914 Pine Avenue

Prepared by: Merry Lovern, Executive Assistant

Reviewed by:	Adam Sumner, Dep. Planning Dir.	Approved	- 10/5/2023
	Jeanann Hand, City Clerk	Approved	- 10/11/2023
	Patrick Comiskey, City Manager	Final Approval	- 10/12/2023

ATTACHMENT #1

From: Roland V Williams <rvwilliams1023@gmail.com>

Sent: Thursday, October 5, 2023 12:04 PM

To: Hand, Jeanann <HandJ@ci.mount-dora.fl.us>; Roland V Williams <rvwilliams1023@gmail.com>;
Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>; Stile, Crissy <StileC@ci.mount-dora.fl.us>; Kerstyn
Yoder at Shipley Law Firm <Kerstyn@shipleylawfirm.com>

Subject: Dismissal of 914 Pine Avenue Code Lien

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Date: October 5, 2023

Roland V. Williams
4104 Golden Leaf Grove
Peachtree Corners, GA 30092
321-947-5253

Mount Dora City Officials
555 Baker Street
Mount Dora, FL 32757

RE: DISMISSAL OF 914 PINE AVENUE CODE LIENS AND REQUEST TO BE ON THE OCTOBER 17 AGENDA

To City Officials,

In a search of Lake County Clerk of Court records, this property shows a possible code lien. It is not clear if there is a valid lien on the property as I speak with the real estate law firm reviewing the property, and in discussions with the Mount Dora Code Officer. I realize that your scheduled council meeting of October 17 is packed, however, consider this as an urgent matter that has been discussed by your team for some time.

This property at 914 Pine was given a code violation around 2006 for deteriorated wood siding and a general appearance of needing repair. As the Code Officer pursued the property, I continued to work with City officials to bring it into compliance. By 2007, I worked with Tom Allen, the City Building Chief, to resolve all the concerns. During 2007, an Owner Building permit was issued to me to totally renovate the property.

With this permit, the exterior was restored with updated siding, and all windows were replaced to meet the Florida wind requirement; the plumbing was upgraded and old commodes removed and new sewer lines run to the property edge; the electricity was fully upgraded with new wiring from front to rear and included a new main panel service upgrade. Here, note the City installed a concrete pole to

ATTACHMENT #1

eliminate the old weather-head and to run utilities underground to the house. Also, during this restoration, this property met the stringent requirements for providing HVAC per the Florida Energy Efficiency Code for Building Construction of 2007.

Please, find below attachments showing some of the permit cards, and the record showing the passing score for the FL Energy Efficiency.

With this abundance of evidence, consider this as an oversight and update your records by correctly noting that this property has been in compliance since 2007, and has received rental permits for many years to include as recently as 12/9/2022 per CR22-0346. See backup documents as attachments.

Sincerely,

**Roland V. Williams, Owner
321-947-5253**

ATTACHMENT #1



City of Mount Dora
BUILDING DEPARTMENT
INSPECTION RECORD CARD
FOR INSPECTIONS CALL (352) 735-7111
POST IN A CONSPICUOUS PLACE ON THE JOB



WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR BUILDING IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. \$713.135, FS.

NOTICE: THIS PERMIT IS THE PROPERTY OF THE CITY OF MOUNT DORA AND MAY BE REMOVED UPON THE POSTING OF A STOP WORK ORDER.

NOTICE: NO PART OR SYSTEM IN A STRUCTURE WILL BE COVERED UNTIL INSPECTION AND APPROVED BY THE BUILDING DEPARTMENT. FSC 109.1.

PERMIT #: 2007060127

DATE ISSUED: 10/24/2007

JOB DESCRIPTION: RENOVATION

JOB ADDRESS: 914 PINE AVE

CONTRACTOR:

SUB CONTRACTORS:

TYPE:

OWNER/BUILDER SUB
OWNER/BUILDER SUB

DBA:

OWNER
OWNER

CERTIFICATE NO:

8083
8083

<u>REQ</u>	<u>DESCRIPTION</u>	<u>INSPECTOR</u>	<u>REQ</u>	<u>DESCRIPTION</u>	<u>INSPECTOR</u>
140	BUILDING FRAMING INSPECTIC	_____			
142	BUILDING INSULATION INSPEC	_____			
260	MECHANICAL ROUGH INSPECTIC	_____			
280	ELECTRIC FINAL	_____			
380	MECHANICAL FINAL	_____			
997	BUILDING FINAL INSPECTION	_____			

FOR INSPECTIONS CALL (352) 735-7111

CDPR2022

FLORIDA ENERGY EFFICIENCY CODE FOR BUILDING CONSTRUCTION

ATTACHMENT #1

Florida Department of Community Affairs Residential Whole Building Performance Method A

Project Name: **ECR-RoWilliams1188**
Address: **914 PINE AVE.**
City, State: **MT. DORA, FL 32757-**
Owner: **ROLAND WILLIAMS**
Climate Zone: **Central**

Builder: _____
Permitting Office: **MT. DORA**
Permit Number: _____
Jurisdiction Number: **452200**

1. New construction or existing New _____
2. Single family or multi-family Single family _____
3. Number of units, if multi-family 1 _____
4. Number of Bedrooms 4 _____
5. Is this a worst case? No _____
6. Conditioned floor area (ft²) 1188 ft² _____
7. Glass type¹ and area: (Label reqd. by 13-104.4.5 if not default)
 - a. U-factor: Description Area _____
(or Single or Double DEFAULT) 7a. (Single, U=0.5) 140.5 ft² _____
 - b. SHGC: _____
(or Clear or Tint DEFAULT) 7b. (Clear) 140.5 ft² _____
8. Floor types
 - a. Raised Wood, Stem Wall R=4.0, 1188.3ft² _____
 - b. N/A _____
 - c. N/A _____
9. Wall types
 - a. Frame, Wood, Exterior R=11.0, 1041.0 ft² _____
 - b. Frame, Wood, Exterior R=13.0, 28.0 ft² _____
 - c. Frame, Wood, Adjacent R=4.0, 119.0 ft² _____
 - d. N/A _____
 - e. N/A _____
10. Ceiling types MOUNT DORA
 - a. Under Attic BUILDING DEPARTMENT 1188.0 ft² _____
 - b. N/A _____
 - c. N/A _____
11. Ducts OCT 22 2007
 - a. Sup: Unc. Ret: Unc. AH(Sealed):Interior Sup. R=6.4, 42.0 ft _____
 - b. N/A _____

12. Cooling systems
 - a. Central Unit Split Cap: 30.0 kBtu/hr _____
SEER: 13.00 _____
 - b. N/A _____
 - c. N/A _____
13. Heating systems
 - a. Electric Heat Pump Split Cap: 30.0 kBtu/hr _____
HSPF: 8.68 _____
 - b. N/A _____
 - c. N/A _____
14. Hot water systems
 - a. Electric Resistance Cap: 30.0 gallons _____
EF: 0.93 _____
 - b. N/A _____
 - c. Conservation credits _____
(HR-Heat recovery, Solar
DHP-Dedicated heat pump)
15. HVAC credits CF
 - (CF-Ceiling fan, CV-Cross ventilation, _____
 - HF-Whole house fan, _____
 - PT-Programmable Thermostat, _____
 - MZ-C-Multizone cooling, _____
 - MZ-H-Multizone heating) _____

PLAN REVIEW

OCT 15 2007

Glass/Floor Area: 0.12

Total as-built points: 18210

Total base points: 19903

PASS

I hereby certify that the plans and specifications covered by this calculation are in compliance with the Florida Energy Code.

PREPARED BY: Fluanna Johns

DATE: Oct 1, 2007

I hereby certify that this building, as designed, is in compliance with the Florida Energy Code.

OWNER/AGENT: _____

DATE: _____

Review of the plans and specifications covered by this calculation indicates compliance with the Florida Energy Code. Before construction is completed this building will be inspected for compliance with Section 553.908 Florida Statutes.

BUILDING OFFICIAL: _____

DATE: _____



¹ Predominant glass type. For actual glass type and areas, see Summer & Winter Glass output on pages 2&4.
EnergyGauge® (Version: FLRCSB v4.5.2)



City of Mount Dora BUILDING DEPARTMENT



PERMIT

VAL. CODE: 516

PERMIT #: 2007060127 ISSUED DATE: 10/24/2007 BY: STOOHOFF ALTKEY: 1466121
JOB ADDRESS: 914 PINE AVE
BLOCK: 106 LOT: 00000 SUBDIVISION #: -
RANGE: 27 TOWNSHIP: 19 SECTION: 29 FOLIO #: 29-19-27-0050-106-00000

OWNER NAME: WILLIAMS ROLAND V

CONTRACTOR/PHONE#/FAX#: //

LICENSE#:

CERT NBR

WC EXEMPT?

PERMIT TYPE: RA

JOB VALUE: \$11,800.00

ROOF TYPE:

#BEDROOMS:

#BATHROOMS:

#UNITS: 0

#FLOORS:

TONS/KW:

FLOOD ZONE: ?

FLOOD ELEV:

OCCUPANCY CLASS:

CONSTR. TYPE:

SETBACKS FRONT:

REAR:

LEFT:

RIGHT:

JOB DESCRIPTION: RENOVATION

SUBCONTRACTORS

<u>DBA</u>	<u>TYPE</u>	<u>STATUS</u>	<u>START DATE</u>	<u>END DATE</u>
OWNER	EL	ACTIVE	6/22/2007	
OWNER	ME	ACTIVE	6/22/2007	

NOTICE

This Permit will be null and void if a satisfactory inspection is not completed within six (6) months. The Permit is void if work described herein has not been completed within twelve (12) months from issue date. Demolition permits expire sixty (60) days from issue date.

Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the Public Records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies. S553.79(i), FS

Notice: Each building permit for the demolition or renovation of an existing structure shall contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of s.493.003 and to notify the Department of Environmental Protection of her or his intentions to remove asbestos, where applicable, in accordance with State and Federal law. S376.60 FS

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. \$713.135,FS.

FOR INSPECTIONS CALL (352) 735-7111

OCT 24 2007

Date

OCT 24 2007

Date

Building Official

Received by



CITY OF
MOUNT
DORA
BUILDING DIVISION

**CITY OF MOUNT DORA
RENTAL INSPECTION CERTIFICATE OF
COMPLIANCE & RENTAL LICENSE**

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

THIS IS TO CERTIFY THAT REGISTRATION HAS BEEN MADE BY WITH THE RESPONSIBLE AGENT BEING WILLIAMS ROLAND V FOR THE RENTAL PROPERTIES LOCATED ON THE FOLLOWING:

ADDRESS

914 PINE AVE

NUMBER OF UNITS

01

Stipulations

Comments

IN ACCORDANCE WITH PROVISIONS OF ORDINANCES OF CITY OF MOUNT DORA.

DATE OF APPLICATION: 12/09/2022

EXPIRATION DATE: 07/11/2025

IS HEREBY ACKNOWLEDGED

CODE OFFICIAL

NOT TRANSFERABLE - MUST NOTIFY CITY IF SOLD

PLEASE RETAIN FOR YOUR FILES



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

DATE: October 17, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Approval of Meeting Minutes

- September 7, 2023 Regular Session
-

Introduction:

This is a request for City Council to approve meeting minutes.

Discussion:

The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve Meeting Minutes.

Attachment(s):

1. 09.07.2023 City Council Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: , - 10/11/2023



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES**

September 7, 2023, 6:22 PM

Mount Dora City Hall

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

CALL TO ORDER

Having been duly advertised as required by law, at 6:22 p.m., Mayor Crissy Stile called to order the regular session of the Mount Dora City Council.

Members Present

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

Also Present

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

PRESENTATIONS

1. Mount Dora Fun Fact

Mayor Stile spoke about the raffle of a Toyota Tacoma truck to raise funds for the restoration of the Mount Dora High School stadium.

2. Leukodystrophy Awareness Month Proclamation

Mayor Stile read into the record the proclamation for Leukodystrophy Awareness Month. Ms. Barbara Hall spoke on the disease and presented slides showing children who were affected by the leukodystrophy, including her son Everett, who passed away at the age of two. The balcony of City Hall was lit with blue lights, the color representing awareness of the disease. Ms. Hall is part of an effort to widen the screening of newborns for leukodystrophy in the state of Florida. Ms. Hall's presentation is attached to the minutes as Exhibit A.

3. Presentation by Mount Dora Friends of the Environment President-Elect, Marc Vaughn-Results of Aerial Treetop Drone Survey on Old Town City Right of Ways (As a Partial Update to the 2017 Tree Study): Where to Plant and What Are the Best Tree Types

Mr. Vaughn provided slides presenting places the Friends of the Environment finds appropriate for the placement of new trees. He also provided photos where certain types of trees may not be appropriately planted. He pointed out that different species of oaks are better suited for planting near sidewalks and streets. He emphasized proper planting for urban environments. He spoke of the Urban Forestry grant.

Councilmember Cataldo asked the number trees planned for planting and Mr. Vaughn responded 100 trees as their goal. Councilmember Rolfson asked about the expense of Live Oaks versus Laurel Oaks; Mr. Vaughn reported the Live Oak species is more expensive than other choices, but is worth the expense. Councilmember Dawson asked about a plan for Laurel Oak removal and replacement, referencing trees downed by storms; Mr. Vaughn responded there is no plan for that yet. In response to a question from Councilmember Bryant, Mr. Vaughn stated that the aerial

study completed by the City is not being cross-referenced with the City's tree inventory at this time.

PUBLIC COMMENT

Mayor Stile opened public comment.

Mark Slaby, 2040 Hillside Drive, stated great things are happening in the City, and that the City does not need to wait for an arborist to make things happen. He spoke of the importance of policy and thought process.

Marlene Straughan, Principal of Mount Dora High School, 700 North Highland Street, spoke about the details of the truck raffle mentioned earlier by Mayor Stile. Ms. Straughan asked the City for help in letting the truck be seen so that the raffle is noticed. Mr. Comiskey directed Ms. Straughan to get in touch with Director of Economic Development and Public Information Misty Sommer to find a highly visible place to park the truck.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

Councilmember Rolfson stated he would like to discuss pulling from the agenda Action Items One and Two, which are the two items relating to the City Attorney process. He told Council this process, as it is unfolding, has not been a City Council process; it's been the manager's process from the beginning. Councilmember Rolfson reminded them that the City Attorney is an appointee by the Council according to the City Charter, and that Council does two things under the Charter, appoint the City Manager and appoint a City Attorney. The people of this City have decided those two things are Council's responsibility.

Councilmember Rolfson reviewed the events leading up to this point, which included a two-paragraph email from Mr. Comiskey sent on August 8th and, later, the addition of this item on the agenda.

Councilmember Rolfson asserted that City Council had not been involved in a process that should be their responsibility. He pointed out that no criteria was established by Council, nor was the timeframe or solicitation format. He objected to the Request for Letter of Intent (RLOI) format, which is an abbreviated form of solicitation, rather than a Request for Proposal (RFP). He did not appreciate that Mr. Comiskey asked that the RLOI be specifically sent to two firms, interfering with the process.

Councilmember Rolfson reviewed the minimum qualifications from the solicitation. He stated that board certification in government law should be a requirement. The confidentiality requirements related to including this item in the agenda packet have been unclear and leave doubt as to whether they were correctly followed, which risks the public not receiving adequate information on the process leading up to the meeting. He suggested a two-year term may not be what Council wants for the attorney agreement. He asked Council why they would pursue a process they had no part in creating. Councilmember Rolfson stated that Mr. Comiskey had taken over Council decisions, and urged his fellow Councilmembers not to acquiesce.

After being asked by Councilmember Rolfson, Purchasing Manager Marilyn Douglas confirmed to Council that she had suggested to Mr. Comiskey that he issue an RFP, which is open for 90 days. Mr. Comiskey insisted on the RLOI with August 31st being the last day for submittal.

Councilmember Rolfson reminded Council that they had the responsibility to approve RFP notices in the past. He expressed concern about the takeover of Council responsibility.

Staff offered clarification regarding how many responded to the RLOI (two respondents) versus how many accessed the clearinghouse at which the RLOI was posted.

Councilmember Rolfson objected to the last-minute distribution of related documents to Council. He would like to see the two items related to this process withdrawn from the agenda for this meeting.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE WITH AGENDA WITH ACTION ITEMS ONE AND TWO REMOVED FROM THE AGENDA.

Councilmember Dawson stated he believed that Mr. Comiskey did as Council directed. He pointed out Council wanted the process to move quickly.

Mayor Stile reported she received this agenda item's documentation after a customer found it was left on the doorstep of her store.

Councilmember Bryant made it known that he did not object to this process. He referenced the meeting attended by Daniel Mantzaris on August 1st, who later withdrew from that process. He stated he would like to move forward.

Mr. Comiskey explained each firm would be sequestered during that part of the meeting where the other firm was presenting and answering questions.

Councilmember Rolfson objected to the lack of communication during this process.

Councilmember Dawson argued that the proper process was followed.

Councilmember Rolfson questioned why the City Manager would not take the advice of his Purchasing Manager.

Vice-mayor Crail spoke of the difference between a process that is incorrect and a process that is different from what took place in the past.

Councilmember Walker asked what the harm would be in following a process with which everyone feels comfortable.

Councilmember Bryant stated some present may not feel comfortable prolonging this process.

MOTION FAILED WITH A 3-4 VOICE VOTE. THE AGENDA WAS APPROVED AS PUBLISHED.

YES Rolfson
Walker
Stile

NO Cataldo
Dawson
Bryant

Crail

The City Clerk mentioned Council's 6-1 vote at the August 1st meeting to table the hiring of Daniel Mantzaris until after the investigation being conducted by Lindsay Greene had concluded.

BOARD APPOINTMENT

MAYOR STILE WAS REAPPOINTED TO THE MOUNT DORA COMMUNITY TRUST DISTRIBUTION COMMITTEE BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Agreement with Graham Media Group, Orlando, Inc.(News 6 WKMG-TV Orlando) for Live WebCam Sponsorship
2. Request Authorization to purchase Substation Medium Voltage Breaker from ABB, Inc., in accordance with the Cooperative Purchase Agreement dated May 17, 2023
3. Request Authorization for Repair of Caterpillar Backhoe by Ring Power Corporation.
4. Request Approval of the Agreement Between the City of Mount Dora and the Florida Department of State for the General Program Support Grant
5. Request Approval of Designation of Acting City Manager for Future Leave
6. Request Approval of Meeting Minutes
 - August 1, 2023 Regular Session Minutes
 - August 15, 2023 Regular Session Minutes

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Interviews with Proposing Firms under RLOI# 23-GS-016 City Attorney Services

Mr. Andrew Hand of Shepard, Smith, Kohlmyer & Hand, P.A. introduced his firm and spoke on their behalf. The firm also represents the City of Mascotte. Mr. Hand spoke of the firm's history with the city. Mr. Hand presented a PowerPoint attached to the minutes at Exhibit B. Partner Patrick Brackins introduced himself and spoke to Council.

Ms. Douglas explained the question-and-answer period would now begin.

Councilmember Cataldo asked if the firm had litigated issues in Lake County. Mr. Hand replied that they had. Councilmember Cataldo asked how many Bert Harris cases they handle per year. Mr. Hand replied they handle a few each year. Councilmember Cataldo asked if they had ever told a client something they did not want to hear. Mr. Hand replied that they have.

Councilmember Bryant asked if there would be a problem with attendance on the first and third Tuesdays for Council meetings. Mr. Brackins would attend Council meetings and Mr. Hand would attend Planning and Zoning Commission meetings.

Councilmember Dawson brought up joint planning agreements and asked whether Mascotte has a joint planning agreement (JPA). Mascotte doesn't have a county JPA. Mr. Hand said it is not necessary because of existing interlocals. Mr. Brackins mentioned his work with Dade City and their agreement with Pasco county.

Councilmember Rolfson commented on the firm's competence.

Councilmember Walker asked what role the firm would have in litigating insurance coverage. Mr. Brackins said would supervise claims handled by the City's insurance coverage. The firm would handle cases not handled by the City's insurance coverage.

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

Mr. Comiskey requested that Mr. Hand and Mr. Brackins remain on the premises during the rest of the process

Council reviewed information in preparation for entertaining the presentation by the next firm.

Ms. Douglas announced the second responding firm, Vose Law Firm, LLP.

Managing Partner Wade Vose introduced his firm to Council. He described the firm's history and experience. Also present with him were the firm's founder, Becky Voss, and partner Nancy Stuparich. He reported his firm only represents local governments, and never represents owners, developers, or vendors which deal with local governments. His firm works on a fixed fee retainer. He stated his firm's philosophy for refraining from involvement in policy, helping a government find ways to accomplish their goals on a legally secure footing.

Ms. Douglas announced the beginning of the question-and-answer session.

Councilmember Cataldo asked what their most difficult case was. Mr. Vose related information regarding vacation rentals in Anna Maria. The firm litigated three different cases on the topic to complete success with summary judgments or the opponent dropping the case. The firm litigated 110 related Bert Harris claims for the City, winning all claims with zero payout from the City.

Councilmember Cataldo asked whether they had ever told their client something the client didn't want to hear. Mr. Vose replied that is part of their job, but they work to find the right solution for their client rather than just saying "no."

Councilmember Bryant asked whether the firm's attorneys have adequate time to devote to the City of Mount Dora. Mr. Vose replied that the firm has more than enough time among all the professionals in their office. The primary attorneys designated for the City would be Mr. Vose, Ms. Vose, and Ms. Stuparich, with Mr. Vose taking the lead and attending meetings.

Vice-mayor Crail asked how the firm intended to handle the transition between attorneys. Mr. Vose stated he worked with Ms. Sutphen before and would expect a smooth and easy transition.

Vice-mayor Crail referred to a statement Mr. Vose made during his presentation, "We work for each of you." The Vice-mayor pointed out he would expect the firm to work for "all of us." Mr. Vose agreed with the Vice-mayor and clarified his statement, explaining the City Attorney office is a resource for any of the council members when they want to develop or understand a particular idea.

Councilmember Walker referenced Ms. Vose's statement that the firm stopped representing developers five years ago, and asked how the firm can assure there will be no conflict of interest in five years. Mr. Vose stated he doesn't anticipate any land use issues in our area. Ms. Vose added the firm hadn't represented any entities having anything to do with Mount Dora. Mr. Vose explained there is a difference between conflicts of interest with current clients and with past clients.

Councilmember Walker asked Mr. Vose how their firm balances their work load when they work for a flat fee. Mr. Vose told the councilmember that the firm does sometimes take losses during the first couple of years, but, he stated, it all works out in the long term.

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

Mr. Comiskey asked the firm to have a representative remain on standby while Council discussed the two firms.

Mayor Stile adjourned the meeting for a recess at 8:28 p.m.

Mayor Stile called the meeting back to order at 8:35 p.m.

Ms. Douglas explained the process. Council could discuss the firms at this time

Vice-mayor Crail asked what the City spent last year in attorney fees. Mr. Comiskey provided Council a document. Vice-mayor Crail asked Ms. Sutphen what Roper's fees are. Ms. Sutphen replied \$190.00 per hour, and lower for paralegal and associate rates.

Councilmember Cataldo stated he liked Vose's flat fee format and their vacation rental story. He believed since one of their attorneys lives in Mount Dora, they may have a more vested interest in the City. He appreciated the length and detail of their proposal.

Councilmember Bryant stated both firms share numerous positive qualities, including experience, number of relevant clients served, and ties with Lake County and Mount Dora. Their travel distance is similar. A significant difference is their rate structure. Councilmember Bryant liked the fixed rate structure, likening it to in-house counsel with access to eight attorneys. He found Vose's highly customized presentation to be a tiebreaker placing Vose in the lead, but said he would be happy with either firm.

Councilmember Dawson commented that the fixed fee is a brave approach, and he preferred that schedule. He stated he preferred Vose as they seem to have more experience with places like Mount Dora.

Vice-mayor Crail stated Shepard, Smith, Kohlmyer & Hand is his preference, in part because so many of their attorneys have board certification. He appreciated their depth.

cities listed. He prefers the Shepard firm.

Councilmember Walker asked why Mr. Shepard was terminated. Councilmember Rolfson responded that Mr. Shepard served the City well for ten years. However, a new City Council and Mayor wanted to refresh the handling of the City's legal matters. Mr. Shepard's termination had nothing to do with quality of service. The Vice-mayor added that all contracts should be shopped around after a period of time. At that time, the Vice-mayor voted to keep Shepard's firm, but he had been in favor of the review that took place.

Councilmember Walker asked about the two-year term mentioned in the RLOI. He agreed with Councilmember Rolfson that the term should be Council's purview. He asked Council whether they would be agreeable to looking into the terms.

Councilmember Bryant noted the next agenda item authorized agreement negotiation, which could address the term or any other aspect of the agreement. He stated he was comfortable with either firm.

Mayor Stile reminded Council this is a major decision for the City. She would like more time to contact the references since they were received not long before the meeting took place. The Mayor would like more time to make this decision instead of making the decision tonight.

Councilmember Bryant said while board certification is an important filter, what qualifies firms also depends on other factors.

Vice-mayor Crail agreed with Councilmember Walker's statement regarding following a process with which all are comfortable. The Vice-mayor stated he would also like to take more time to make this decision, but would like Council to choose a date certain, such as the next Council meeting on September 21st.

Mayor Stile pointed out Vose's of counsel member did not perform well when preparing the referendum for building heights, and the materials produced needed to be corrected by another attorney. She told Councilmember Bryant she is not comfortable with the negotiation mentioned in the next agenda item because of the short notice and lack of input associated with this item. She preferred there be more time to gather information and become better acquainted with the firms presented.

Mr. Dawson preferred a uniform way of checking references. Ms. Douglas explained she has a form that would be sent from Purchasing. The compiled information would be sent to Council. Councilmembers were free to do their own research individually as well. There will be a deadline for responses to be returned to Ms. Douglas. Council will send their questions for references to her by Monday.

MOTION BY VICE-MAYOR CRAIL TO CONTINUE THE PROCESS OF SELECTING A CITY ATTORNEY WITH RLOI# 23-GS-016 UNTIL THE SEPTEMBER 21ST MEETING; COUNCILMEMBER DAWSON SECONDED THE MOTION.

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

MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

Dawson
Cataldo
Rolfson
Walker
Bryant
Stile

NO None

2. Discussion of Status of Resolution 2023-32, Safe Place Initiative

Mayor Stile explained this item is on the agenda for Chief Gibson to provide an update and for Council to discuss a response from the City. Mayor Stile had not yet written a response letter and wanted more feedback from Council.

Chief Gibson explained he acts on direction of Council. He explained where the City is at in the process of implementing the initiative. The Chief has a volunteer to act as the Safe Place Coordinator. All aspects of the program will be brought to Council for a final presentation and final approval. After approval, he will move into Phase 4 wherein the initiative will go live. Chief Gibson estimated it will be ready to be fully implemented in October 2023. He stated his belief the website may be causing confusion. He asked council's permission to broaden it and make it more inclusive. The website will explain it is still a work in progress. He invited questions.

Councilmember Rolfson mentioned letter received from the Lake County Legislative Delegation. He spoke in support of what the Police Chief just said. He related information about his communication with members of the delegation and their attempted meeting.

MOTION BY COUNCILMEMBER ROLFSON TO, AT NEXT COUNCIL MEETING, HAVE RESOLUTION NO. 2023-32, SAFE PLACE INITIATIVE, AMENDED OR WITHDRAWN AND REDONE TO CREATE A NEW PROGRAM THAT IS ALL INCLUSIVE.

Councilmember Rolfson spoke further on the intent to be all-inclusive with this initiative.

Councilmember Dawson stated his reading of the resolution shows that it is all-inclusive. He viewed a video of the training program from Seattle. He recommended other Councilmembers go through that training also. He pointed out that the rainbow symbol is recognizable for this cause, but the rainbow also represents all the colors of the rainbow, making it a broad symbol.

Chief Gibson stated the badge is used because it is a police initiative. The badge with rainbow coloring is part of the original initiative. The text on the decal would be completely up to the City. The initiative is meant to be a bridge between police and community. He pointed out the police industry is non-political; their job is to enforce ordinances of their territory.

Vice-mayor Crail acknowledged the effort to make this as all-inclusive and all-encompassing. He suggested there may be other words or graphics that could accompany badge and rainbow that might be even better than what was initially proposed.

Councilmember Cataldo stated the City has an educational process before them. He reported speaking with people on both sides of the issue.

Chief Gibson told Council he would bring back a product they would like. He will bring back the Seattle model and Council can make a decision based on that.

Councilmember Walker stated he does not want to go backwards. He respects differing opinions, but stated when one has a belief, one has to stand firm.

Councilmember Bryant believes in maintaining the badge and the rainbow. He spoke against capitulating to political pressure. He was in favor of making it a better program.

Councilmember Dawson reminded Council the resolution states the initiative is for everyone. He stated he could not support the motion, and was against backing down against political pressure.

Vice-mayor Crail suggested putting the Seattle video on the website.

Councilmember Rolfson said he supports the rainbow flag. He pointed out the Home Rule nature of this issue. He agreed in the need for education and how that might affect opposition. He also pointed out the support the delegation has provided to the City. He told Council he is keeping his promise to the delegation by making this motion.

MOTION BY COUNCILMEMBER ROLFSON THAT THE ACTION COUNCIL TOOK ON AUGUST 15, 2023 TO PASS RESOLUTION NO. 2023-32 BE REVIEWED AND THAT COUNCIL REFER THE ISSUE BACK TO OUR POLICE CHIEF TO RETURN THIS MATTER TO THE CITY COUNCIL TO REFLECT A SAFE PLACE CONCEPT THAT DOES NOT EMPHASIZE ANY PARTICULAR OR NAMED GROUP, BUT INCLUDES THIS COUNCIL'S SUPPORT FOR SAFE PLACES FOR ALL PERSONS WHO MAY FEEL UNSAFE IN MOUNT DORA, INCLUDING LGBTQIA+ IDENTIFIED PERSONS; VICE-MAYOR CRAIL SECONDED THE MOTION.

Councilmember Walker asked Councilmember Rolfson, outside of his promise, why the motioned action is necessary if the Chief is already saying he is working on modifications.

Councilmember Rolfson pointed out that no clear direction for modification has yet been defined by Council.

Vice-mayor Crail suggested Councilmember Rolfson tell the delegation that the initiative in Mount Dora is a work in progress. Councilmember Rolfson agreed he could do that.

Mayor Stile spoke about the understanding of those who have and who haven't listened to the entire discussion on August 15th regarding this initiative. The discussion makes clear the broad inclusivity of the initiative. The rainbow has made it a political issue. Mayor Stile was not in favor of amending or repealing the resolution. When the resolution was passed, it was clear it was a work in progress.

Councilmember Rolfson pointed out that his motion does not call for a repealing of the resolution, but asks for it to be reviewed.

Mayor Stile opened public comment.

C.J. Blancett, 1085 South Em En El Grove Road, Unincorporated Leesburg, spoke against the resolution, expressing her belief that it encourages separation.

Omid Zomato, 205 East Seventh Avenue, spoke about symbolism, simplicity of message, inclusivity, and the effectiveness of the Seattle police.

Amy Becker, 404 North Donnelly Street, said her business will help all people and doesn't need a sticker to indicate that.

Joe Lewis, 148 Charles Avenue, said the City has the best intentions, but that the initiative is not for the best of the business community. He spoke about branding, and the perception of symbols. He spoke in support of the motion.

Mayor Stile closed public comment

MOTION FAILED WITH A 2-5 ROLL CALL VOTE.

YES Rolfson
Crail
NO Dawson
Cataldo
Walker
Bryant
Stile

PUBLIC HEARINGS

1. Request Second-First Reading of Ordinance No. 2023-11, Land Development Code Amendment

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

ORDINANCE NO: 2023-11

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER I, OVERVIEW, CHAPTER III, ZONING REGULATIONS, CHAPTER VI, DESIGN STANDARDS AND CHAPTER VIII, DEFINITIONS; 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.

Planning Director Vince Sandersfeld described the history of the item. Updates to the code include approximately two dozen changes throughout the ordinance, including regulations about grading standards and about backyard chickens. The Planning Commission supports the new ordinance and staff recommends approval.

Mayor Stile momentarily reverted to discussion of the previous item in order to provide Chief Gibson clear direction. The Police Chief requested permission to alter the pages on the City website associated with the Safe Place Initiative to make the information more clear. Council agreed to allow the Police Chief to do so. Mr. Comiskey interjected the advice to let the website remain the same since no changes have taken place yet, but with the addition of an editorial from the Chief to update on the current status of the initiative in Mount Dora. Mayor Stile pointed out the web page was not entirely accurate, so the Chief has permission to take the site down until accurate information could be presented.

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE SECOND FIRST READING OF ORDINANCE NO. 2023-11, LAND DEVELOPMENT CODE AMENDMENT; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Cataldo
Rolfson
Dawson
Bryant
Crail
Stile
NO None

2. Request approval of First Reading of Ordinance No. 2023-13, Annexation for the City of Mount Dora Niles Road (19.97 Acres)

City Attorney Sutphen read Ordinance No. 2023-13 by title only.

ORDINANCE NO: 2023-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF SR 46 AT NILES ROAD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld described the parcel and its relation to two upcoming ordinances on the agenda. The parcel was conveyed to the City from the Florida Department of Transportation (FDOT) in October of 2022. It is eligible for annexation and staff recommends approval. FDOT restricted the land to public use.

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

ORDINANCE NO. 2023-13, ANNEXATION OF FOR THE CITY OF MOUNT DORA NILES ROAD (19.97 ACRES); VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Crail
Cataldo
Rolfson
Dawson
Bryant
Stile
NO None

3. Request Single Reading (Final) and Adoption of Ordinance No. 2023-14, Small-Scale Future Land Use Map Amendment for City of Mount Dora Niles Road (19.97Acres)

City Attorney Sutphen read Ordinance No. 2023-14, Small-Scale Future Land Use Map Amendment for City of Mount Dora Niles Road (19.97Acres) by title only.

ORDINANCE NO: 2023-14

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF SR 46 AT NILES ROAD AND THE CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
MOTION

Mr. Sandersfeld explained this is the adoption hearing for this land use change. Staff recommends approval.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2023-14, SMALL SCALE FUTURE LAND USE MAP AMENDMENT FOR THE CITY OF MOUNT DORA NILES ROAD (19.97 ACRES); VICE MAYOR CRAIL SECONDED THE MOTION.

Mayor Stile opened public comment.

Christine King Harris, 402 East Jackson Avenue, spoke about public notice for zoning.

Mayor Stile closed public comment.

Mr. Sandersfeld reported this hearing had indeed met public notice requirements.

MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Crail
Cataldo
Dawson
Walker
Bryant
Stile
NO None

4. Request approval of First Reading of Ordinance No. 2023-15, Change in Zoning for City of Mount Dora Niles Road (19.97 Acres)

City Attorney Sutphen read Ordinance No. 2023-15 by title only.

ORDINANCE NO: 2023-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE NORTH SIDE OF SR 46 AT NILES ROAD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld spoke about the item, announcing this ordinance is the assigning the district public lands institutional zoning. This zoning may help with the connection of Niles Road and SR 46 for the Vista Ridge Development. The Planning and Zoning Commission and staff recommend approval. There will be a second reading later in the month for adoption.

MOTION BY COUNCILMEMBER DAWSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-15, CHANGE IN ZONING FOR CITY OF MOUNT DORA NILES ROAD; VICE-MAYOR CRAIL SECONDED THE MOTION.

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

MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Dawson
Crail
Cataldo
Rolfson
Walker
Bryant
Stile

NO None

5. Request Adoption of Resolution No. 2023-28, Final Fire Assessment Rate

City Attorney Sutphen read Resolution No. 2023-28 by title only.

RESOLUTION NO. 2023-28
Annual Fire Assessment Resolution
(FY 2023-24)

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF MOUNT DORA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR REIMPOSITION OF FIRE SERVICES ASSESSMENTS; PROVIDING FOR CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION; PROVIDING FOR EFFECT OF ADOPTION OF THIS RESOLUTION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Budget Director Aneta Barton explained the item. The assessment fee was established for fire protection services and facilities. The main expenses for which the assessment will be used is the debt service payment for the new fire station and operation of the fire department, as well as capital expenditures they may have throughout the year.

Ms. Barton confirmed the rate would remain at \$209.00. She explained the calculation of the rates.

The Residential Fire Assessment Fee is set at \$209.00. Non-residential fees are as follows: \$.15/square foot for commercial, \$.03/square foot for industrial/warehouse, \$.40/square foot for institutional property. The advertised rates were the rates as proposed. The adopted rates may be lower than the advertised rates.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-28, ANNUAL FIRE ASSESSMENT RATE FOR FISCAL YEAR 2023-24; COUNCILMEMBER WALKER SECONDED THE MOTION.

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

MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile
NO None

6. Request Adoption of Resolution No. 2023-33, Adjustment of the Electric Base Rate and Power Cost Charge

City Attorney Sutphen read Resolution no. 2023-33 by title only.

RESOLUTION NO. 2023-33

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO ADJUSTMENTS TO THE ELECTRIC UTILITY POWER COST CHARGE AND BASE RATE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ELECTRIC UTILITY POWER COST CHARGE AND BASE RATE ADJUSTMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Electric Utilities Director Steve Langley stated he is requesting changes to the electric base rate and the power cost charge. He explained the rates and how they are calculated. They are proposing to increase the base rate and decrease the power cost charge. The customer will see an overall decrease. Base rate will increase by 7.07 percent because of Ordinance No. 2018-18, establishing the Florida Public Service Commission's price index as the City's standard for calculation. A rate study is done every three years. The power cost charge will be reduced 24.4 percent because of fuel costs being lower than anticipated and a high natural gas reserve.

Mr. Langley showed chart attached to the minutes as Exhibit C. The chart compared Mount Dora rates to the rates of other providers.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-33, ADJUSTMENT OF THE ELECTRIC BASE RATE AND POWER COST CHARGE; COUNCILMEMBER DAWSON SECONDED THE MOTION.

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

MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Dawson
Cataldo
Walker
Bryant
Crail
Stile

NO None

7. Request Adoption of Resolution No. 2023-36, Tentative Millage Rate

City Attorney Sutphen read Resolution No. 2023-36 by title only.

RESOLUTION NO. 2023-36

ADOPTION OF THE TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2023-24; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASE; PROVIDING FOR FINAL BUDGET HEARING; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Barton explained this item establishes the tentative operating millage rate for Fiscal Year 2023-2024. The proposed rate is set to 5.9603 mills, which is an 8.90% increase from the rolled-back rate of 5.4731 mills. Setting the millage rate at the proposed rather than the rolled-back rate will result in an additional \$834,998.00 of ad valorem taxes for the general fund. The proposed millage rate is a decrease from the maximum millage cap set at the July 18th City Council meeting. The proposed rate is the same as the current fiscal year's millage rate.

The resolution also establishes the date, time and place of final budget and millage rate hearings for the City's 2023-2024 fiscal year, which will take place September 21, 2023 at 6 p.m. in Council Chambers.

MOTION BY VICE-MAYOR CRAIL TO ADOPT OF RESOLUTION NO. 2023-36, TENTATIVE MILLAGE RATE OF 5.9063 MILLS; COUNCILMEMBER WALKER SECONDED THE MOTION.

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

MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Crail
Walker
Cataldo
Rolfson
Dawson
Bryant
Stile
NO None

**8. Request Adoption of Resolution No. 2023-37, Tentative Budget for Fiscal Year 2023-2024
City Attorney**

City Attorney Sutphen read Resolution No. 2023-37 by title only.
RESOLUTION NO. 2023-37

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2023-24; PROVIDING FOR FINAL BUDGET PUBLIC HEARING; 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.

Ms. Barton explained the resolution seeks to establish the tentative budget for fiscal year 2023-24. The budget is in accordance with what Council was presented and provided direction upon at the budget workshops. The tentative budget presented tonight is \$132,007,350.00.

The resolution also establishes the date, time and place of final hearing for the City's 2023-2024 fiscal year, which will take place September 21, 2023, at 6 p.m. in Council Chambers.

Councilmember Rolfson mentioned the 40 open positions unfilled that were budgeted for in Fiscal Year 2022-2023, asking why there weren't filled. Mr. Comiskey stated finalizing a new HR Director will be the first step in filling positions. Councilmember Rolfson asked why the positions were not filled this fiscal year since they were budgeted for. Mr. Comiskey said they would change their advertising venues, because the ones being used may not be effective enough. Councilmember Rolfson asserted Council should be informed about positions not being filled when Council had budgeted for them.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-37, TENTATIVE BUDGET FOR FISCAL YEAR 2023-2024; COUNCILMEMBER DAWSON SECONDED THE MOTION.

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

MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson

Dawson

Cataldo

Walker

Bryant

Crail

Stile

NO None

CITY MANAGER REPORT

Mr. Comiskey thanked Aneta Barton for her work on the budget. Mr. Comiskey also thanked Police Chief Gibson and Councilmember Rolfson for taking the time to meet with the delegates. He spoke about the delegates' support for the City, mentioning specifically Representative Keith Truenow.

CITY ATTORNEY REPORT

No report.

COMMUNICATIONS AND REPORTS

Councilmember Dawson thanked Aneta Barton for her work on the budget. He also thanked Chief Gibson for his passion.

Councilmember Dawson spoke about his participation on the Florida League of Cities Finance, Tax, and Personnel Committee. He mentioned Councilmembers Bryant and Rolfson will also be participating on committees.

Councilmember Rolfson thanked Councilmember Dawson for joining the committee,

emphasizing its importance to the City.

Mayor Stile spoke about the a visit by the Tallahassee-based Florida Greenways and Trails Council, who chose Mount Dora as the location for their latest meeting where they presented the City the sign signifying Mount Dora's Trail Town designation.

She announced the upcoming dedication of a new Little Library in Gilbert Park. She reminded those present to notice the blue lights upon exiting. Finally, she recognized four new Mount Dora police officers whose graduation from Seminole State College she recently attended.

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Mayor Stile adjourned the meeting at approximately 11:01 p.m.

Leukodystrophy Awareness

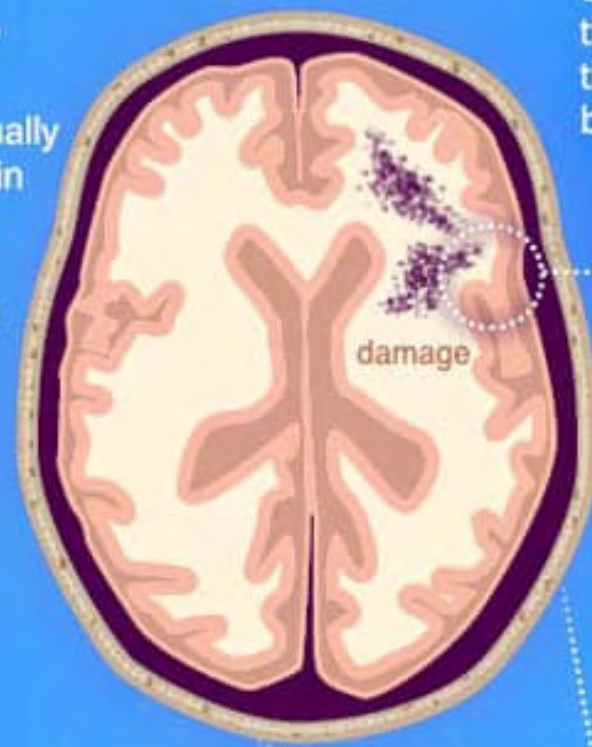
What is MLD?

Metachromatic leukodystrophy or MLD is a rare genetic disease that causes part of a person's nerves to erode, eventually causing the body to shut down.

How does it affect the body?

Due to the genetic defect, patients with MLD are unable to produce an enzyme that normally breaks down fatty substances called sulfatides.

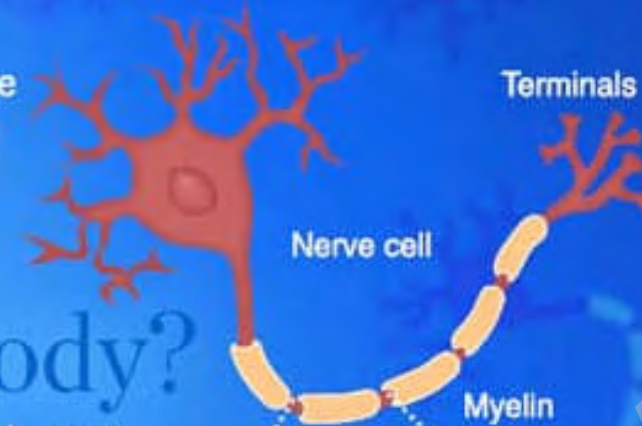
The sulfatides' buildup and damage is usually most obvious in the brain, but they also accumulate in cells of the spine, liver and kidneys.



Sulfatides break down the myelin sheaths that insulate the body's nerves.



The breakdown damages the nerves that control major body functions and keeps the brain from connecting with the rest of the body.



What are the symptoms?

1
STAGE

Usually, the first symptoms are subtle:

Part of the body can go numb

Memory starts to fade

2
STAGE

Gradually, the disease takes over more of the body:

Intellectual functions deteriorate

Hearing loss

Blindness

Inability to speak

Seizures

Loss of sensation in the extremities

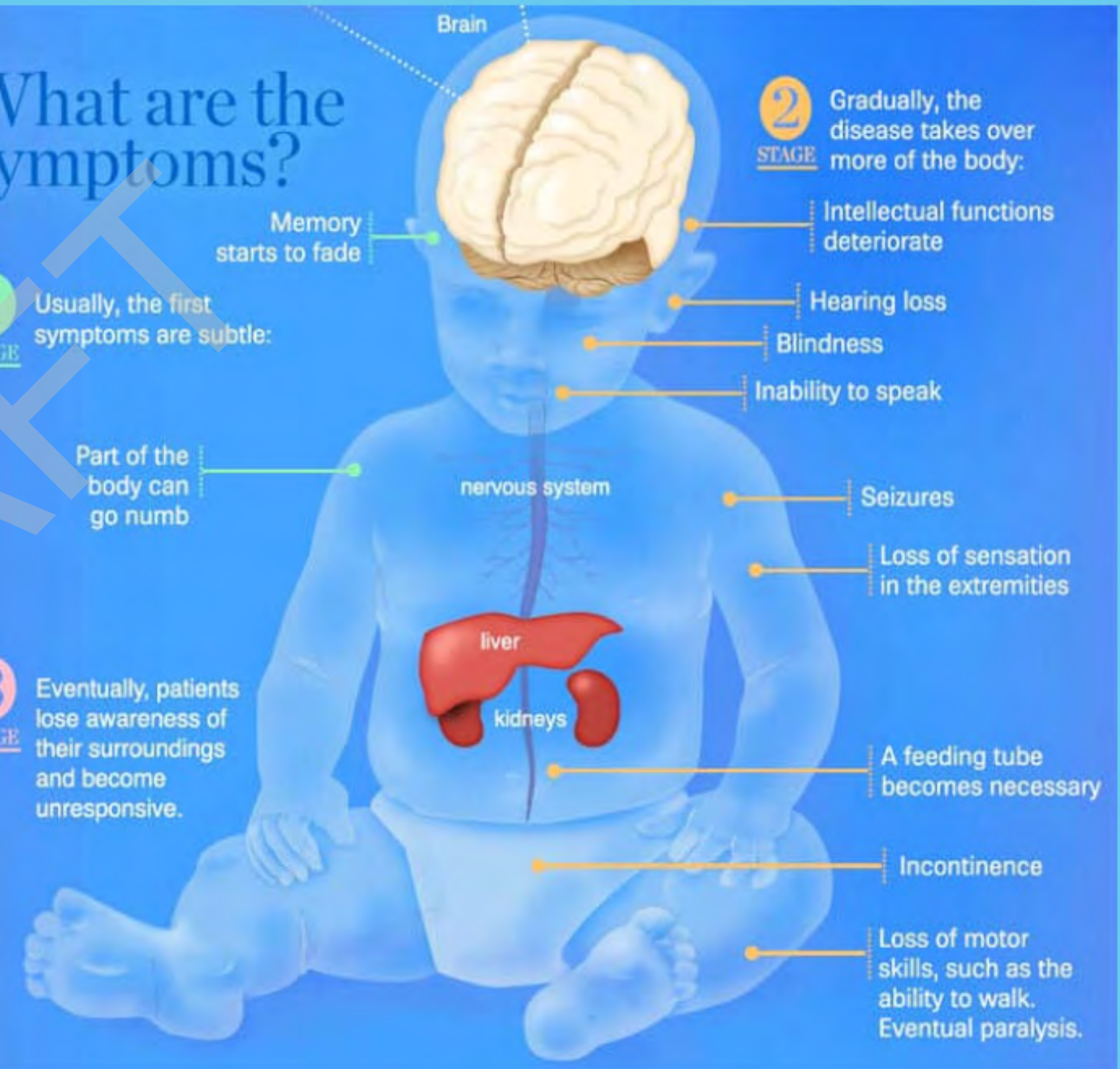
3
STAGE

Eventually, patients lose awareness of their surroundings and become unresponsive.

A feeding tube becomes necessary

Incontinence

Loss of motor skills, such as the ability to walk. Eventual paralysis.



How do you get it?

MLD is inherited as an autosomal recessive gene mutation. Both parents must be carriers.



Autosomal means that the genetic defect can be carried by both men and women.



Recessive means that if one of the genes in the pair is affected, the person will not have the condition but will be a carrier.

U.S. statistics show:



1 in 100
people are
carriers on
average



1 in 10,000
chance of carriers
becoming a couple



Thus,
1 in 40,000
are born affected by the condition
(1 in 160,000 worldwide)



R r

If two, often
unsuspecting
carriers have
children, then the
probabilities of
their children
being affected
by MLD are:



R r

R R



25%
chance they
will be
Unaffected
clear of MLD
(or 1 in 4)

r R



50%
chance they
will be a
Carrier
unaffected by MLD
(or 2 in 4)

R r



r r



25%
chance they
will be
Affected
will suffer MLD
(or 1 in 4)



The condition can be more common
in genetically isolated populations like
Habbani Jews, portions of the Navajo
Nation and Arab groups because
members of these communities are
historically more likely to have a child
with someone within their cultural group.

MLD is a recessive,
genetic disorder.

About 1 in 100 people
carry a genetic mutation that
can cause MLD but will never
suffer from the disease.





Everett

Rylan



*Jorian
Prince*

Gabby



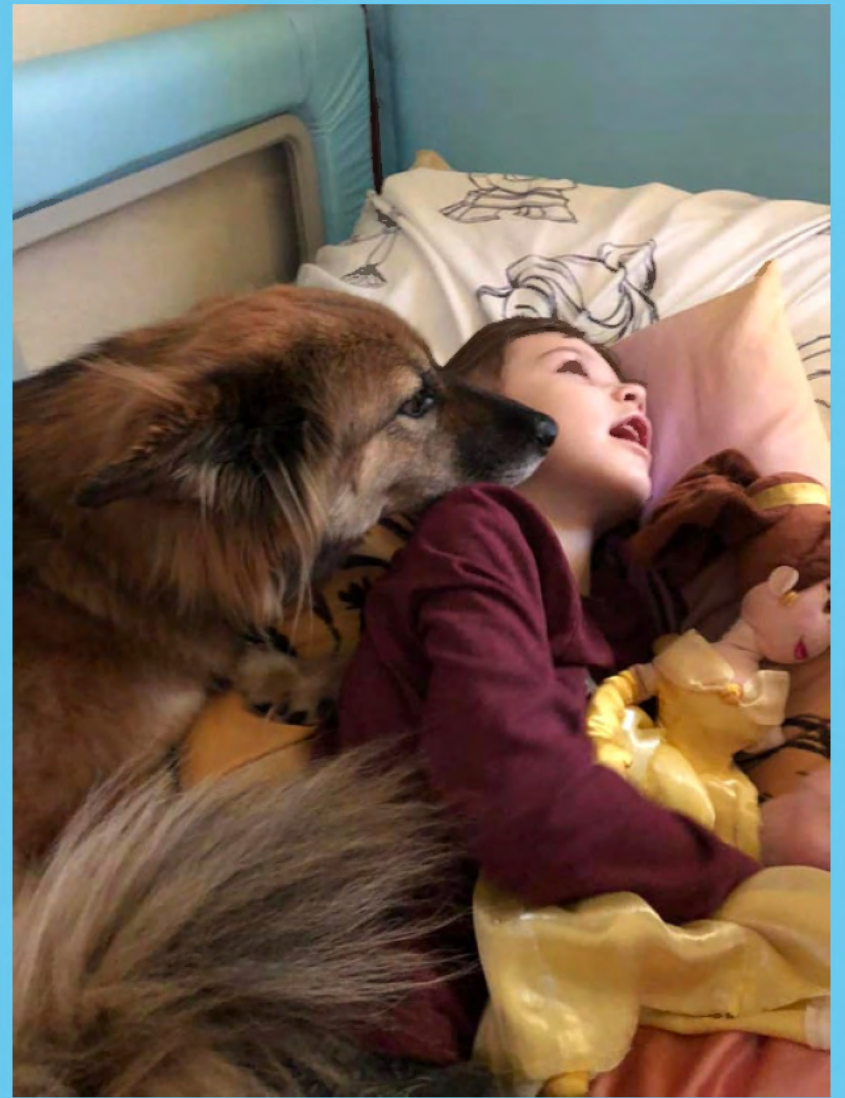


Alice

Sofia

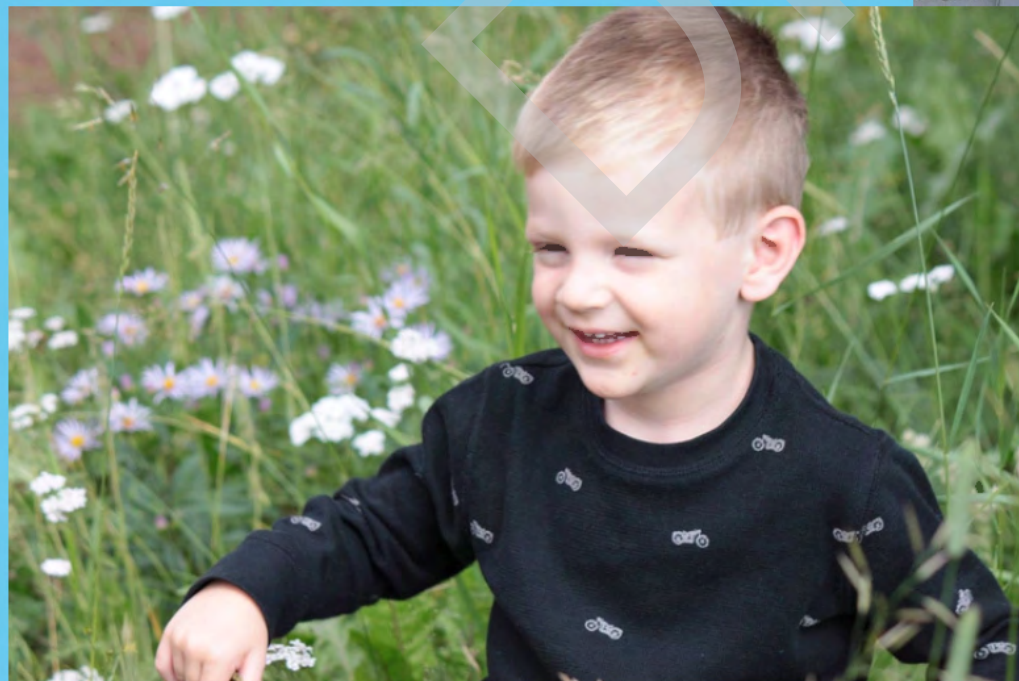
Amelia





Teagan

Kay



Christian



Brady



Lybie

Ashton



Veda



Colton



Maxine





Vilma



Jurek



Kinzly



Meredith



Alex



Joey



Nala



SHEPARD, SMITH, KOHLMYER & HAND, P.A.



City of Mount Dora
RLOI #23-GS-016

WHO WE ARE

- Attorneys committed to being the absolute best at our professions.
- Local government specialists.
- Attorneys hired to advise other attorneys.
- Our primary objective is to empower our clients to make good decisions.
- Efficient and cost-effective representation.

Awards & Certifications





WHAT THE CITY OF MOUNT DORA WILL RECEIVE AS A FIRM CLIENT

- Board Certified Experts
- Cutting-Edge, First-Rate Legal Services
-

WE KNOW OUR ROLE

- We coordinate all of our efforts with Management & the City Council.
- We do not become involved in the daily operations of the City government.
- We are not elected officials. Our job is to assist the City Council and its Staff in efficiently meeting City goals from a legal standpoint, not

FIRM EXPERTISE

- General counsel to ten municipalities, a housing authority, a hospital district, and the Florida Redevelopment Association
- All aspects of land use (Planning and zoning matters, annexation, smart growth, green development, permitting)
- Special counsel for land use, Sunshine Law, and Charter referendum litigation through appeal to multiple municipalities and a county such as Satellite Beach, New Smyrna Beach, Jacksonville Beach, and St. Johns County
-

FIRM EXPERTISE, CONT.

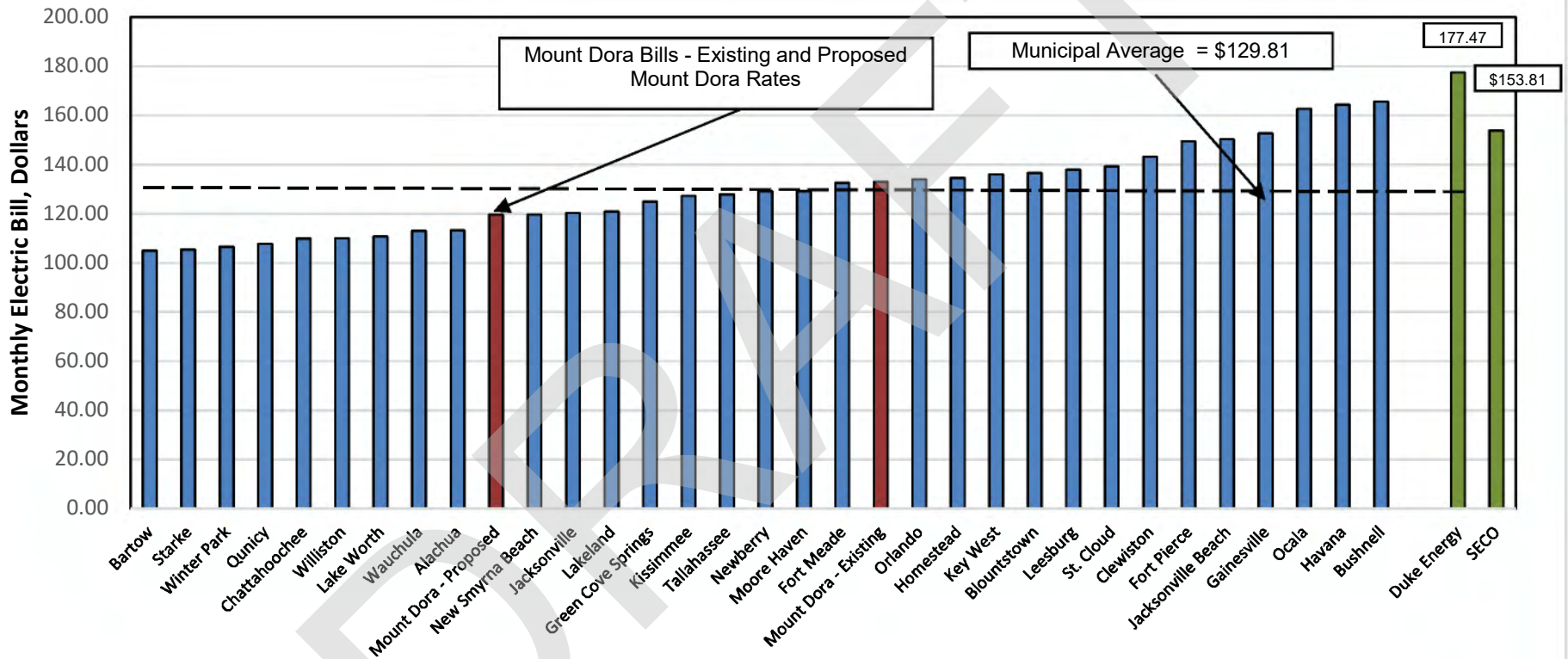
- Prior positive history with the City of Mount Dora, includes assisting the City with recovering approximately \$2 million in impact fees in 2013
- Code enforcement – all of our shareholders serve as special magistrates or local hearing officers for other municipalities and a county; we prosecute code enforcement cases on behalf of our municipal clients; and we serve as special counsel to a county and municipal code enforcement boards
- Heavily involved in utility franchising, utility service agreements and divesting a utility for a client and liquidating assets in the amount of 12.5 million
- While serving as issuer's counsel, our firm's clients have issued in excess of \$250 million in bonds with no claims made against issuance
-

THANK YOU

We hope that we can do what we do best by serving the City of Mount Dora and its citizens!



Monthly Bill Comparisons - Residential Customer using 1,000 kWh Existing and Proposed Mount Dora Rates



Notes - From June 2023 FMEA Rate Comparison Report. All amounts exclude applicable taxes and fees.
SECO based on July 2023 Billing Cycle



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

DATE: October 17, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-44**, New Subscription Solar Program

Introduction:

This is a request for City Council to approve Resolution No. 2023-44, approving Rider S, a new rate policy to allow customers the ability to purchase all or a portion of their power from solar.

Discussion:

The subscription Solar Program to be called Mount Dora Community Solar, will become effective to eligible customers desiring the service for bills generated on and after December 1, 2023.

Many Mount Dora customers are interested in helping the environment by doing their part to reduce greenhouse gas emissions through using clean energy for their power. This program will allow customers to go green without placing solar panels on their rooftops, which eliminates large upfront cost, on-going maintenance, and long-term contracts. Also, renters who are not able to participate in rooftop solar will now have an option to purchase solar energy.

The City of Mount Dora has partnered with the solar providers, Mount Dora Solar LLC and Florida Municipal Power Agency, by entering into purchase power agreements to purchase solar energy for our customers. Through the subscription solar program, Mount Dora Electric Utility will be able to provide approximately 6,000 MWh of solar energy per year. Based on typical usage, this equates to allowing about 562 residential participants with solar energy for the year. Of course, the exact number of participants will change based upon the number of commercial and residential customers joining, their typical annual consumption, and the portion of consumption they select.

How it Works:

Eligible customers that desire to receive this service will be able to receive a designated amount (100%, 50%, or 25%) of their monthly electric needs from Mount Dora solar resources, and in turn a solar rate adjustment will be applied to the designated amount of solar energy. This program will be available to eligible customers on a first-come-first served basis. Also, in order to support an equitable structure amongst retail rate customers of various sizes, 50% of the total

available solar resource capacity will be allocated to residential customers, with the remainder allocated to non-residential customers.

When one enters this program, they will subscribe to all or a portion of their total monthly consumption to be designated as solar consumption. Solar consumption will be determined by multiplying the selected percentage to the total monthly consumption. The solar consumption will be multiplied by a solar adjustment which is calculated by taking the difference between the cost per kWh for solar energy and the cost per kWh of natural gas energy. Starting December 1, 2023, the adjustment for solar consumption will be \$0.00499/kwh. A customer using 1000 kWh per month will see a \$4.99 increase for 100% participation, \$2.50 for 50% participation and \$1.25 for 25% participation. This solar adjustment may result in a credit at times should the solar energy cost be less than the natural gas energy cost.

This program with a new rate policy, Rider S, (See attached) is strictly on a volunteer basis and is offered to all customers, both residential and commercial. The Electric Utility Department is proud to offer additional services that meet the needs of our customers.

Budget Impact:

There will be no impact to the budget with this program.

Strategic Impact:

Allows the Electric Utility to offer solar energy options to the customer.

Recommendation:

City Council approve Resolution No. 2023-44, a new policy providing customers the option to participate in a Subscription Solar Program.

Attachment(s):

1. Resolution 2023-44 Subscription Solar Program (pabCLEAN)
2. 2023-08-17 - Mount Dora Solar Project Rider_v5 (PAB clean)

Prepared by:	Steve Langley, Electric Utility Director		
Reviewed by:	Steve Langley, Electric Utility Director	Approved	- 10/10/2023
	Aneta Barton, Budget Director	Approved	- 10/10/2023
	City Attorney	Approved	- 10/10/2023
	Jeanann Hand, City Clerk	Approved	- 10/10/2023
	Patrick Comiskey, City Manager	Final Approval	10/12/2023

RESOLUTION NO. 2023-44

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ELECTRIC UTILITY SUBSCRIPTION SOLAR RIDER; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF SUBSCRIPTION SOLAR RIDER; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora owns and operates an electric utility for the benefit of both residential and business customers; and

WHEREAS, there has been interest expressed in allowing electric utility customers the ability to receive a designated amount of their electric needs from Mount Dora's solar resources; and

WHEREAS, the City has determined that it is in its best interest to offer a subscription solar program, when available, to better serve its residential and commercial utility customers.

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 as if set forth fully herein.

SECTION 2. Adoption of Subscription Solar Rider. The Solar Project Electric Service

Rider.

- D. The solar rate adjustment, as set forth in the Rider, is defined as the difference between the blended cost per kWh of Mount Dora's Solar Entitlements and Mount Dora's energy rate per kWh from Mount Dora's wholesale energy supplier.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions 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 Electric Utility Budget Billing Program, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of October, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Dora only. Approved as to form and legality.

Exhibit A

CITY OF MOUNT DORA, FLORIDA

RIDER S

SOLAR PROJECT ELECTRIC SERVICE RIDER (OPTIONAL)

Exhibit A

Exhibit A

SOLAR PROJECT SUBSCRIPTION LEVELS:

Residential, general service non-demand, and general service demand customers who opt for service under this Rider must subscribe to one of three levels of service as described below:

- (1) *Level 1*: Twenty-five (25%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.
- (2) *Level 2*: Fifty (50%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.
- (3) *Level 3*: One hundred (100%) percent of the customer's total monthly metered kWhs are designated as Solar kWhs from one or more Mount Dora solar resources.

MONTHLY RATE:

Subject to the “Adjustments” described below for solar-designated kWhs under this Rider, the monthly rates and all other terms and conditions of the customer's applicable rate schedule shall be applicable under this Rider.

ADJUSTMENTS:

In addition to applying the power cost charge as specified in the customer's applicable rate schedule, service under this Rider will be subject to the adjustment described as follows, the values for which shall be adjusted at the sole discretion of Mount Dora:

- (1) *Solar kWhs*. For those kWhs designated as Solar kWhs, the amount computed at the monthly rate for the applicable rate schedule shall be adjusted by the difference between the blended cost per kWh of Mount Dora's Solar Entitlements and Mount Dora's energy rate per kWh from Mount Dora's wholesale energy supplier multiplied by the number of Solar kWhs used. Note that such adjustment may result in a credit to the customer should the blended cost per kWh of Mount Dora's Solar Entitlements be less than the cost of Mount Dora's base generation energy rate per kWh.

SPECIAL PROVISIONS:

Exhibit A

(2) Customers taking service under this Rider that move to another location served by the City will be permitted to retain service under this Rider at the new location.

(3) Customers taking service under this Rider may discontinue such service at any time without penalty; however customers who elect to discontinue service will no longer be eligible for service for one year under this Rider.

(4) No charges made under this Rider will be refunded or adjusted if service under this Rider is discontinued for any reason.

(5) This Rider shall be subject to all the terms and conditions of this Rider and its implementing resolution, as well as the general policies and procedures of the City, as adopted or amended from time to time.



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

DATE: October 17, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora during the 2024 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:

- September 2023 Monthly Report

Budget Impact:

Lobbyist Activities are funded in GL account 421-1910-536.31-11.

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 September 2023 Report

Prepared by: Merry Lovern, Executive Assistant

**City of Mount Dora
September Activity Report**

Joint Legislative Budget Commission

On September 8th, the Joint Legislative Budget Commission, which is made up of House and Senate members, heard a presentation on the long-range financial outlook for the State. General-fund surpluses are forecast to go from \$7 billion in the 2024-25 fiscal year to \$2.72 billion in the 2026-27 fiscal year. This information will be used as the Legislature prepares to piece together a new budget during the 2024 Legislative Session.

Communications

- Patrick Comiskey
 - 2024 Senate Local Funding Initiative Request Form
 - Safe Place Initiative
- Meeting/Visit with Representative Yarkosky

Next Steps

- Continue to update Mount Dora on grant opportunities
- Begin identifying 2024 Legislative Priorities
- Next Interim Committee Week is October 9-13 (Senate Only)
- The 2024 Regular Session will convene on Tuesday, January 9, 2024

Ryan Matthews/Angela Drzewiecki