



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
November 7, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact

APPROVAL OF AGENDA

CONSENT AGENDA

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2. Request approval for purchase of 2024 Ford Transit 15-passenger van in the amount of \$61,759.00 from Bozard Ford for Parks and Recreation Department use 13
3. Request approval for purchase of FireVent Mobile Training Unit, Requisition #24-2387, in the amount of \$93,750.00 from FireVent, LLC for Mount Dora Fire Department training 17

4. Request approval to issue blanket purchase order to Allied Universal Corp. in the amount of \$120,000.00 for Sodium Hypochlorite at WTP1 and WTP2 21
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 6. Request approval to apply for the Florida Forest Service Urban and Community Forestry Grant 27
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- August 31, 2023 Executive Session

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CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

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

ADJOURNMENT

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

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



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request approval of the Amended Irrevocable Standby Letter of Credit associated with the Lakeside at Waterman Village Project

Introduction:

This is a request for City Council to approve the Amended Irrevocable Standby Letter of Credit associated with the Lakeside at Waterman Village Project.

Discussion:

The City Land Development Code (LDC) requires City Council approval of irrevocable letters of credit when offered by a developer as security for performance or maintenance of required development improvements in place of a bond, cashier's check, or certified check. Reference: LDC 4.3.4.4.a.2.

In lieu of a performance bond, Waterman Village has submitted an irrevocable standby letter of credit for the listed infrastructure to be installed by the developer. The letter allows for the City to draw upon the funds to complete all public infrastructure associated with the development should the development default on its agreement. The letter of credit dollar amount was certified by the Engineer of Record for the Lakeside at Waterman Village development.

The amended irrevocable letter of credit included with this agenda item has been reviewed by Public Works staff for valuation and by the City attorney for form and is recommended for approval by City Council.

Budget Impact:

Acceptance of the letter of credit has no budgetary impact. The Letter of Credit provides monetary assurance that the new development infrastructure will be constructed to the Engineer's construction plans and maintenance standards without impact to the existing utility rate base.

Strategic Impact:

The letter of credit will provide monetary security that the listed new utility and public infrastructure create a sustainable community.

Recommendation:

City Council approve the Amendment to Irrevocable Standby Letter of Credit dated October 31, 2023.

Attachment(s):

1. Attachment #1 Original LOC with highlighted language
2. 70005685-DRAFT AMENDMENT-2-WATERMAN-10.31.2023

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	GEORGE MAREK, Public Works Director	Approved - 11/1/2023
	Aneta Barton, Budget Director	Approved - 11/1/2023
	City Attorney,	Approved - 11/2/2023
	Jeanann Hand, City Clerk	Approved - 11/2/2023
	Patrick Comiskey, City Manager	Final Approval - 11/2/2023



ATTACHMENT #1

IRREVOCABLE STANDBY LETTER OF CREDIT 70005685

DATE: DECEMBER 10, 2021

APPLICANT:
WATERMAN COMMUNITIES INC
250 BROOKFIELD AVE
MOUNT DORA, FL 32757

BENEFICIARY:
CITY OF MOUNT DORA
510 N. BAKER STREET
MOUNT DORA, FL 32757

FOR: USD 1,250,000.00 (US DOLLARS ONE MILLION TWO HUNDRED FIFTY THOUSAND)

DATE OF EXPIRATION: 11/17/2022
PLACE OF EXPIRATION: OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. 70005685 IN BENEFICIARY'S FAVOR FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY BENEFICIARY'S DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING STATEMENT, SIGNED BY THE CITY MANAGER OF THE BENEFICIARY: "THE BENEFICIARY CERTIFIES THAT WATERMAN COMMUNITIES, INC., A FLORIDA NOT FOR PROFIT CORPORATION, IS IN DEFAULT OF ITS AGREEMENT WITH THE BENEFICIARY TO COMPLETE ALL PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE LAKESIDE AT WATERMAN VILLAGE PROJECT INCLUDING OFFSITE UTILITIES, ONSITE UTILITIES REMAINING TO BE COMPLETED, LIFT STATION, JW SIMPSON WAY AND FIDDLER LANE, ALL APPLICABLE NOTICE AND CURE PERIODS HAVE EXPIRED, AND THE AMOUNT TO BE DRAWN PURSUANT TO THE AGREEMENT BETWEEN THE BENEFICIARY AND WATERMAN COMMUNITIES, INC. IS THE SUM OF \$ _____."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY EXPIRATION DATE WE SEND NOTICE TO YOU BY REGISTERED MAIL OR OVERNIGHT COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD. LETTER OF CREDIT NON EXTENSION NOTICE SHALL BE SENT TO THE BENEFICIARY AT THE ADDRESS AS STATED ABOVE, OR AS AMENDED.

ALL DRAFTS MUST REFERENCE THE NUMBER AND ISSUE DATE OF THIS CREDIT.

THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 PUBLICATION 590.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE BELOW ADDRESS ON OR BEFORE NOVEMBER 17, 2022 OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.

Page 1 of 2 70005685



ATTACHMENT #1

ALL DOCUMENTS ARE TO BE PRESENTED TO:

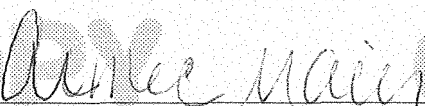
TRUIST BANK
LETTER OF CREDIT AND TRADE SERVICES
MAIL CODE: 803-05-03-35
303 PEACHTREE STREET NE, 3RD FLOOR
ATLANTA, GEORGIA 30308

PLEASE DIRECT ALL INQUIRIES TO TELEPHONE 800-951-7847

PLEASE BE ADVISED THAT SUNTRUST BANK RECENTLY MERGED WITH AND INTO
BRANCH BANKING AND TRUST COMPANY ("BB&T"), WHICH CHANGED ITS NAME TO
TRUIST BANK; HOWEVER, UNTIL FURTHER NOTICE, ALL DOCUMENTS AND
COMMUNICATIONS RELATED TO THIS LETTER OF CREDIT OR COLLECTION SHOULD
CONTINUE TO BE SENT TO TRUIST BANK AT: LETTERS OF CREDIT AND TRADE
SERVICES, 303 PEACHTREE ST. NE, 3RD FLOOR (MAIL CODE 803-05-03-35),
ATLANTA, GA 30308. PLEASE DIRECT ALL INQUIRIES TO TELEPHONE
800-951-7847.

SINCERELY,

TRUIST BANK


AUTHORIZED SIGNATURE

Aimee Maier
Assistant Vice President



ATTACHMENT #1

DATE: DECEMBER 10, 2021

WATERMAN COMMUNITIES INC
ATTENTION: HEARDLEY MURDOCK
250 BROOKFIELD AVE
MOUNT DORA, FL 32757

ADVICE OF DEBIT

OUR REFERENCE: 70005685
APPLICANT: WATERMAN COMMUNITIES INC
BENEFICIARY: CITY OF MOUNT DORA

WE HAVE DEBITED YOUR DEMAND DEPOSIT NUMBER XXXXXXXXX4218 IN REFERENCE TO
STANDBY LETTER OF CREDIT NUMBER 70005685 FOR THE FOLLOWING:

STANDBY PROCESSING FEE	USD	\$250.00
START OF PERIOD EVERGREEN COMMISSION		
BILLING PERIOD: DAYS	AMOUNT	RATE
12/10/2021 11/17/2022 343	1,250,000.00	1.0000000%
	USD	FEE AMOUNT
		11,909.72
		\$11,909.72
TOTAL OF OUR CHARGES:	USD	\$12,159.72

SHOULD YOU REQUIRE ANY ASSISTANCE, PLEASE CONTACT LETTERS OF CREDIT AND
TRADE SERVICES AT 800-951-7847. WHEN REFERRING TO THIS LETTER OF CREDIT,
REMEMBER TO QUOTE OUR REFERENCE NUMBER 70005685.

TRUIST BANK
LETTERS OF CREDIT AND TRADE SERVICES

THIS IS A COMPUTER GENERATED DOCUMENT; A MANUAL SIGNATURE IS NOT
REQUIRED.

PLEASE BE ADVISED THAT SUNTRUST BANK RECENTLY MERGED WITH AND INTO
BRANCH BANKING AND TRUST COMPANY ("BB&T"), WHICH CHANGED ITS NAME TO
TRUIST BANK; HOWEVER, UNTIL FURTHER NOTICE, ALL DOCUMENTS AND
COMMUNICATIONS RELATED TO THIS LETTER OF CREDIT OR COLLECTION SHOULD
CONTINUE TO BE SENT TO TRUIST BANK AT: LETTERS OF CREDIT AND TRADE
SERVICES, 303 PEACHTREE ST. NE, 3RD FLOOR (MAIL CODE 803-05-25-60),
ATLANTA, GA 30308. PLEASE DIRECT ALL INQUIRIES TO TELEPHONE
800-951-7847.

ATTACHMENT #1

<https://thinclient.shipexec.com/>

12/10/2021

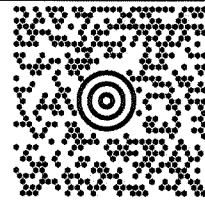
CHERYL MARSHALL
678-252-6535
TRUIST
303 PEACHTREE STREET NE
ATLANTA GA 30308

1 LBS

1 OF 1

SHIP TO:

352-735-7126
CITY OF MOUNT DORA
510 N. BAKER STREET
MOUNT DORA FL 32757

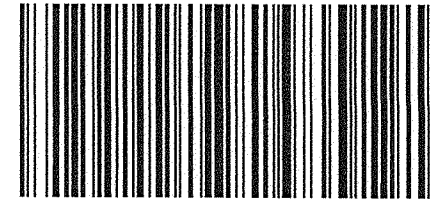


FL 327 0-04



UPS NEXT DAY AIR SAVER 1P

TRACKING #: 1Z 530 A09 29 9566 7914



BILLING: P/P
SIGNATURE REQUIRED

Reference No.1: 5122419
Reference No.2: 70005685 ISS
XOL 21.11.24 NV45 50.0A 12/2021*





Letter of Credit and Trade Services
7701 Airport Center DR, Suite 2600
Greensboro, NC 27409
Tel: 866-228-4685 Opt 1
Fax: 336-605-5830
SWIFT: BRBTUS33GBO

OCTOBER 31, 2023

BENEFICIARY:
CITY OF MOUNT DORA
510 N. BAKER STREET
MOUNT DORA, FL 32757

APPLICANT:
WATERMAN COMMUNITIES INC
250 BROOKFIELD AVE
MOUNT DORA, FL 32757

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE NUMBER: 70005685
AMENDMENT NUMBER: 2

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED CREDIT AND MUST BE ATTACHED THERETO.

THE AMOUNT IS DECREASED BY: USD \$800,000.00

TOTAL AMOUNT NOW TO READ: USD \$450,000.00

PLEASE DELETE THE FOLLOWING PARAGRAPH:

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. 70005685 IN BENEFICIARY'S FAVOR FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY BENEFICIARY'S DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING STATEMENT, SIGNED BY THE CITY MANAGER OF THE BENEFICIARY: "THE BENEFICIARY CERTIFIES THAT WATERMAN COMMUNITIES, INC., A FLORIDA NOT FOR PROFIT CORPORATION, IS IN DEFAULT OF ITS AGREEMENT WITH THE BENEFICIARY TO COMPLETE ALL PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE LAKESIDE AT WATERMAN VILLAGE PROJECT INCLUDING OFFSITE UTILITIES, ONSITE UTILITIES REMAINING TO BE COMPLETED, LIFT STATION, DONNELLY STREET ROAD IMPROVEMENT, JW SIMPSON WAY AND FIDDLER LANE, ALL APPLICABLE NOTICE AND CURE PERIODS HAVE EXPIRED, AND THE AMOUNT TO BE DRAWN PURSUANT TO THE AGREEMENT BETWEEN THE BENEFICIARY AND WATERMAN COMMUNITIES, INC. IS THE SUM OF \$ _____."

AND REPLACE WITH THE FOLLOWING PARAGRAPH:

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. 70005685 IN BENEFICIARY'S FAVOR FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY BENEFICIARY'S DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING STATEMENT, SIGNED BY THE CITY MANAGER OF THE BENEFICIARY: "THE BENEFICIARY CERTIFIES THAT WATERMAN COMMUNITIES, INC., A FLORIDA NOT FOR PROFIT CORPORATION, IS IN DEFAULT OF ITS AGREEMENT WITH THE BENEFICIARY TO COMPLETE AND MAINTAIN ALL PUBLIC

INFRASTRUCTURE ASSOCIATED WITH THE LAKESIDE AT WATERMAN VILLAGE PROJECT INCLUDING OFFSITE UTILITIES, ONSITE UTILITIES REMAINING TO BE COMPLETED, LIFT STATION, DONNELLY STREET ROAD IMPROVEMENT, JW SIMPSON WAY AND FIDDLER LANE, ALL APPLICABLE NOTICE AND CURE PERIODS HAVE EXPIRED, AND THE AMOUNT TO BE DRAWN PURSUANT TO THE AGREEMENT BETWEEN THE BENEFICIARY AND WATERMAN COMMUNITIES, INC. IS THE SUM OF \$ _____."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

UNLESS OTHERWISE INSTRUCTED HEREIN, ALL CORRESPONDENCE AND INQUIRIES REGARDING THIS TRANSACTION SHOULD BE DIRECTED TO OUR LETTER OF CREDIT AND TRADE SERVICES CUSTOMER SERVICE CENTER AT THE ADDRESS PROVIDED IN THIS LETTER. PLEASE INDICATE OUR REFERENCE NUMBER IN ALL YOUR CORRESPONDENCE OR TELEPHONE INQUIRIES.

SINCERELY,

TRUIST BANK

AUTHORIZED SIGNATURE

RETURN TO: TRUIST BANK, LETTER OF CREDIT DEPARTMENT, 7701 AIRPORT CENTER DRIVE, SUITE 2600, GREENSBORO, NC 27409, FAX:336-605-5830, EMAIL ID: LETTERSOFCREDIT@TRUIST.COM

AMENDMENT NO:	2
AMENDMENT DATE:	OCTOBER 20, 2023
OUR LETTER OF CREDIT NO.:	70005685

PLEASE OBTAIN BENEFICIARY'S CONSENT AND APPROVAL TO THIS AMENDMENT AND REPLY BY SIGNING AND RETURNING THE ATTACHED COPY TO US.

PLEASE RETURN A COPY OF THIS DOCUMENT SIGNED.

_____ THIS AMENDMENT IS ACCEPTABLE TO US.

_____ THIS AMENDMENT IS REJECTED BY US.

AUTHORIZED SIGNATURE OF BENEFICIARY
CITY OF MOUNT DORA

DATE

NAME

TITLE

PLEASE RETURN THIS DOCUMENT VIA EMAIL, FAX, OR MAIL.



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval for purchase of 2024 Ford Transit 15-passenger van in the amount of \$61,759.00 from Bozard Ford for Parks and Recreation Department use

Introduction:

This is a request for City Council to approve the purchase of a 2024 Ford Transit 15-passenger van.

Discussion:

This is a request for Council to approve the purchase of a 2024 Ford Transit 15-passenger van from Bozard Ford for a total price of \$61,759.00. This vehicle will be used by the Parks & Recreation Department to transport program participants and supplies as well as to shuttle attendees for special events. Pricing is based upon the competitively solicited Florida Sheriff's Bid #FSA23-VEL31.0. This item was on the FY 23-24 Capital Outlay approved list as a carry forward.

Budget Impact:

City Council-approved funding in the amount of \$75,000 is budgeted for this item in GL# 001-5555-580.64-01.

Strategic Impact:

Objective 2.3. Develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan

2.3.1. Enhance connectivity and accessibility

2.3.2. Increase engagement and collaboration with residents

Recommendation:

City Council approve the purchase of the 2024 Ford Transit 15-passenger van.

Attachment(s):

1. Attachment #1 ITEM#52 FORD TRANSIT T350 LOW ROOF PASSENGER VAN X2Y
QUOTE

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

Approved - 10/12/2023
Approved - 10/12/2023
Approved - 10/27/2023
Approved - 10/31/2023
Approved - 10/31/2023
Final Approval - 11/1/2023

ATTACHMENT #1



October 9, 2023

Marilyn Douglas
Purchasing Manager
City of Mount Dora

Hi Marilyn

Bozard Ford is pleased to submit the following quote Based on Contract FSA23-VEL31.0

ITEM#52	2024 FORD TRANSIT T350 LOW ROOF PASSNEGER VAN X2Y	\$50,151.00
YZ/VK	OXFORD WHITE EXTERIOR/PALAZZO GRAY VINLY INTERIOR	STD
99G	3.5L ECOBOOST V6	\$2,494.00
44U	10SPD AUTO TRANS	STD
96P	15 PASSNEGER VAN VAN SEATING	\$1,494.00
92E	PRIVACY TINT ALL AROUND PASSENGER WINDOWS	\$499.00
43B	BACK UP ALARM	\$149.00
86F	KEYS:2 ADDITIONAL (4TOTAL) W/KEYFOBS	\$74.00
NST	NEW CITY TAG	\$185.00
SAFEKIT	DOT, OSHA, ANSI COMPLIANT KIT, INCL 5LB RECHARGEABLE FIRE EXTINGUISHER, 3 DOT TRIANGLES, 10 PERSON BULK ANSI WEATHER PROOF FIRST ADD KIT, BLOODBOURNE PATHOGEN/BODY FLUID SPILLKIT, AUTOMOTIVE FUSES EMERGENCY WINDOW HAMMER, LED FLASHLIGHT W/BATTERIES	\$399.00
ROADKIT	AAA APPROVED 76PC ROAD EMERGENCY KIT,CARRY CASE FIRSST AID,SURVIVAL TOOLS,10FT JUMPER CABLES, AIR COMPRESSOR W/GAUGE, EMRGENCY TRIANGLE	\$299.00
TINT	DEALER INSTALLED WINDOW TINT W/STRIP	\$525.00
WTVAN	WEATHER TECH FLOOR LINERS FOR FRONT ONLY (MAYNOT BE AVAILABLE FOR 2024)	\$319.00
LEDFLARE	RECHARGEABLE LED ROAD FLARES 6 PACK MAGNETIC MOUNTING, 9 SELECTABLE LIGHT PATTERNS INC 12V ACCESSORY ADAPTER PLUG AND 120V WALL CHARGER	\$167.00
53B	HEAVY DUTY TRAILER TOW PKG	\$484.00
WARRANTY	7YEAR/100,000 MILE PREMIUM CARE 0 DEDUCTIBLE	\$4,520.00

ATTACHMENT #1



Sincerely,

Jeff Young

Government Fleet Account Manager



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval for purchase of FireVent Mobile Training Unit, Requisition #24-2387, in the amount of \$93,750.00 from FireVent, LLC for Mount Dora Fire Department training

Introduction:

This is a request for City Council to approve Requisition # 24-2387, the purchase of a FireVent Mobile training unit.

Discussion:

This is a request to approve the purchase of a mobile training trailer from FireVent, LLC, for a total price of \$93,750.00. This item was on the FY23-24 Capital Outlay approved list.

This mobile training unit will be used by the fire department to train on techniques of ventilation, use of cutting tools, forcible entry techniques, and other firefighting techniques. Its mobility allows for movement from station to station. This is a unit that will be used by the Fire Department in different types of training revolutions.

Budget Impact:

Approved Capital Outlay of \$93,750.00 in the GL 131-5555-580.64-01

Strategic Impact:

Public Safety – Fire

Recommendation:

City Council approve Requisition #24-2387 Mobile FireVent Training Unit.

Attachment(s):

1. Attachment #1 FireVent Quote for Mount Dora FD, mobile

Prepared by: Jeanann Hand, City Clerk

Reviewed by:	HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator	Approved - 10/12/2023
	Joseph Hightower, Fire Chief	Approved - 10/12/2023
	Jeanann Hand, City Clerk	Approved - 10/27/2023
	Aneta Barton, Budget Director	Approved - 10/27/2023
	City Attorney,	Approved - 10/31/2023
	Jeanann Hand, City Clerk	Approved - 10/31/2023
	Patrick Comiskey, City Manager	Final Approval - 11/1/2023

Date: 10 / 02 / 23

Billing Information		Shipping Address	
Agency:	Mount Dora Fire Department	Agency:	
Contact:	Joseph Hightower	Contact:	
Address:	1300 N. Donnelly St.	Address:	
City/state/zip:	Mount Dora, FL. 32757	City/State/Zip:	
Phone:	352-735-7140 ext. 2100	Phone:	

Towed to destination

[illegible]

- 1) FireVent, LLC will not charge or collect any out of state sales tax. Sales and/or Use tax must be settled by the buyer with their state. (If not tax exempt)
- 2) Shipping and delivery cost is approximate and is based on \$1.75 per mile from Carson City, NV. Shipping cost at time of delivery will be applied.
- 3) Due to fluctuating steel prices, quote is valid for 3 months.



Price List For:

Mobile Units and Available Options

FireVent, LLC.
5998 Morgan Mill Rd.
Carson City, NV 89701
Phone: (775) 230-9953 Fax:(775) 883-2387

Date: **2023**

Qty	Product Description	Amount Each	Amount
	MOBILE UNITS		
1	Compact Model – FireVent Unit		\$81,200.00
1	Standard Model – FireVent Unit		\$85,200.00
1	Academy Model – FireVent Unit		\$89,200.00
	AVAILABLE OPTIONS		
1	Forcible Entry Door Module (with re-bar cutting station)		\$5,100.00
1	Attic / Ceiling System		\$3,200.00
1	Night Operations Lighting package		\$3,800.00
1	Storage Compartment		\$3,500.00
1	Hydraulic Tongue Jack		\$2,100.00
1	Bailout – Second Story Window		\$2,900.00
1	Activated Sprinkler Heads (2 heads with FD connection)		\$3,900.00
1	Overhead Door Cutting Station		\$3,200.00
1	Low to Steep Angle Rope Rescue		\$2,200.00
1	Smoke Tarp System *does not include smoke generator		\$1,900.00
1	Haz-Mat Dome Leak Simulator		\$5,400.00
1	Fire Service Ladder Package		\$2,200.00
1	Stainless Steel Perimeter Safety Chains (comes standard w/zinc)		\$1,200.00
1	Gooseneck Hitch		\$2,700.00
1	Construction Tool Package		\$1,250.00
1	Lumber Package – set of rafters, ceiling joists and sheeting		\$425.00
1	Stihl Saw Package (Rescue Chainsaw & Quick Cut Rotary Saw)		\$4,200.00
1	Smoke Generator - Tempest Nightfall		\$2,150.00
1	Service / Maintenance Agreement (May be done annually or every 2 years, depending on use or need, cost for each service or visit. Cost is approximate, due to fluctuating flight cost.	West Coast	Approx. \$1,750.00
1	Service / Maintenance Agreement (May be done annually or every 2 years, depending on use or need, cost for each service or visit. Cost is approximate, due to fluctuating flight cost.)	East Coast	Approx. \$2,425.00



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval to issue blanket purchase order to Allied Universal Corp. in the amount of \$120,000.00 for Sodium Hypochlorite at WTP1 and WTP2

Introduction:

This is a request for City Council to approve the issuance of a blanket purchase order to Allied Universal Corp. in the amount of \$120,000.00 for sodium hypochlorite for use at the potable water facilities.

Discussion:

On August 6, 2019, the City entered into a piggyback agreement with Allied Universal Corporation, competitively solicited by Martin County, Florida through RFP2019-3133, and approved Amendment 1 on August 18, 2020; Amendment 2 on August 4, 2021; Amendment 3 on July 19, 2022; and Amendment 4 on June 20, 2023.

Within the adopted FY 2023-2024 budget, Staff earmarked \$120,000.00 for the purchase of sodium hypochlorite for use at the potable water facilities (Attachment #1). At this time, Staff desires to issue a blanket purchase order for FY 2023-2024 to Allied Universal Corporation for Sodium Hypochlorite at WTP1 and WTP2 (Purchase Requisition No. 24-2413). In accordance with the City's purchasing policy, Staff requests City Council approve the issuance of Purchase Requisition No. 24-2413 to a blanket purchase order.

Budget Impact:

Funding was earmarked in GL# 421-1920-536.52-01 for sodium hypochlorite at WTP1 and WTP2.

Strategic Impact:

Goal 2: Infrastructure/Public Safety

Recommendation:

City Council approve the issuance of a blanket purchase order (Purchase Requisition No. 24-2413) to Allied Universal Corp. in the amount of \$120,000.00 for sodium hypochlorite for use at WTP1 and WTP2.

Attachment(s):

1. Attachment 1 - Budget Notes

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 10/30/2023
Approved - 11/1/2023
Approved - 11/2/2023
Final Approval - 11/2/2023

Notes

ATTACHMENT #1

	2022-23 Projected	2023-24 DEPARTMENT	2023-24 FINANCE REC	2023-24 D? ADOPTED BUD	
AQUA GOLD - CORROSION PROHIBITOR 4% INCREASE-BASED ON CURRENT YEAR USAGE AND INCREASE IN PRICE	0.00	70,000.00	75,000.00	75,000.00	N
HYPOCHLORITE - DISINFECTANT FOR WATER QUALITY - OVER 30% INCREASE	0.00	110,000.00	120,000.00	120,000.00	N
OPERATING SUPPLIES-MISC LAB SUPPLIES, SAMPLING EQUIPMENT, PARTS, PUMPS INCLUDES \$10,000 FOR ADDL LAB SUPPLIES & AGING EQUIPMENT	0.00	75,000.00	80,000.00	80,000.00	N
	0.00	255,000.00	275,000.00	275,000.00	



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval to issue blanket purchase order to Allied Universal Corp. in the amount of \$80,000.00 for Sodium Hypochlorite at WWTP1 and WWTP2

Introduction:

This is a request for City Council to approve the issuance of a blanket purchase order to Allied Universal Corp. in the amount of \$80,000.00 for sodium hypochlorite for use at the wastewater facilities.

Discussion:

On August 6, 2019, the City entered into a piggyback agreement with Allied Universal Corporation, competitively solicited by Martin County, Florida through RFP2019-3133, and approved Amendment 1 on August 18, 2020; Amendment 2 on August 4, 2021; Amendment 3 on July 19, 2022; and Amendment 4 on June 20, 2023.

Within the adopted FY 2023-2024 budget, Staff earmarked \$80,000.00 for the purchase of sodium hypochlorite at the wastewater facilities (Attachment #1). At this time, Staff desires to issue a blanket purchase order for FY 2023-2024 to Allied Universal Corporation for sodium hypochlorite at WWTP1 and WWTP2 (Purchase Requisition No. 24-2412). In accordance with the City's purchasing policy, Staff requests City Council approve the issuance of Purchase Requisition No. 24-2412 to a blanket purchase order.

Budget Impact:

Funding was earmarked in GL# 421-1940-536.52-01 for sodium hypochlorite at WWTP1 and WWTP2.

Strategic Impact:

Goal 2: Infrastructure/Public Safety

Recommendation:

City Council approve the issuance of a blanket purchase order (Purchase Requisition No. 24-2412) to Allied Universal Corp. in the amount of \$80,000.00 for sodium hypochlorite for use at WWTP1 and WWTP2.

Attachment(s):

1. Attachment 1 - Budget Notes

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 10/30/2023
Approved - 11/1/2023
Approved - 11/2/2023
Final Approval - 11/2/2023

ATTACHMENT #1

Notes

	2022-23 Projected	2023-24 DEPARTMENT	2023-24 FINANCE REC	2023-24 D? ADOPTED BUD	
HYPOCHLORITE BASED AVERAGE YTD 40% INCREASE	0.00	46,000.00	48,000.00	48,000.00	N
CLARIFLOC CALCULATED ON MONTHLY AVG + APPROX 31% INCREASE	0.00	27,000.00	28,000.00	28,000.00	N
MISC OP SUPPLIES, PLANT & LAB SUPPLIES, SMALL PUMPS, METERS, CHART RECORDERS ANALYZER 15% INCR	0.00	75,900.00	76,000.00	76,000.00	N
PO#23-00631 CARRYOVER	0.00	0.00	39,559.00	39,559.00	N
	0.00	148,900.00	191,559.00	191,559.00	



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval to apply for the Florida Forest Service Urban and Community Forestry Grant

Introduction:

This is a request for Council to approve the City's application for the Florida Forest Service Urban and Community Forestry Grant.

Discussion:

The U.S. Forest Service's Urban and Community Forestry Program is offering a \$75,000 grant for invasive tree species control and reforestation, with the matching requirements waived.

The proposed grant project purports to remove nuisance and exotic trees from Forest Preserve, a 14-acre tract directly to the west of the Library. Trees selected for removal include primarily camphor, laurel oak and cherry laurel. Although laurel oak is a native species, it is not native to the sandhill habitat. Cherry laurel is also a native, but is an aggressive re-seeder. Replacement native trees, such as longleaf pine, pignut hickory and yaupon holly will be planted based upon their proximity to longleaf pines, live oaks, sand live oaks or other desirable native trees found in sandhill habitats. Replacement trees will not be planted where the existing canopy has no excess capacity.

The grant application is being completed by RMPK Funding, with background from the Library Director, along with the Lake County State Forester and the Lake-Beautyberry Chapter of the Native Plant Society. If awarded, the grant's implementation will be conducted by the Public Works Director, until a City Arborist is on staff.

Budget Impact:

The cost of this project will be borne by the \$75,000 grant in its entirety. When awarded, Finance will assign a unique GL # to this project.

Strategic Impact:

This grant will support Mount Dora's Strategic Plan Goal #2: Infrastructure/Public Safety, as it will improve the sustainability of Forest Preserve by reducing the proliferation of exotic species.

Recommendation:

City Council approve the City's application for the Florida Forest Service Urban and Community Forestry Grant.

Attachment(s):

1. Attachment #1 Urban and Community Forestry Grant Application

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

Approved - 10/18/2023
Approved - 10/18/2023
Approved - 10/31/2023
Approved - 10/31/2023
Final Approval - 11/1/2023



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

Instructions for FDACS Employees Utilizing the
APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD
(Form FDACS-02032)

This document may be customized in accordance with the Federal Grant Award / Subrecipient requirements. Forms FDACS-02031, Notice of Federal Financial Assistance Funding Opportunity Request for Applications, FDACS-02032, Application for Federal Financial Assistance Subaward and FDACS-02035 Evaluation Criteria Score Sheet, must be reviewed and approved by the Division of Administration prior to publication in accordance with AP&P 4-29.

Take note of item #5 in the Project Narrative Instructions as well as the Scope of Work Instructions. Insert the maximum number of pages allowed for the project narrative or delete this instruction altogether if not applicable.

Delete this NOTICE (cover page) prior to Publication.



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

Instructions for Application Packet

*Each field of the application must be completed.

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project - List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.
4. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
5. Subrecipient Registered in SAM - All applicants must be registered in the System of Award Management (SAM) to obtain federal financial assistance. Individuals are not required to register in SAM.
6. Street Address - Record the street address as recognized by the U.S. Postal Service. Do not record a P.O. Box.
7. City - Record the city.
8. State - Record the state.
9. Zip Code plus 4 - Record the nine-digit U.S. Postal Code.
10. Mailing address (if different from above) - Record a different mailing address.
11. Phone Number - Record a 10-digit (xxx-xxx-xxxx) daytime phone number.
12. Fax Number - Record a 10-digit (xxx-xxx-xxxx) fax number.
13. Is the subrecipient delinquent on any federal debt? Record yes or no. The question applies to the applicant. Categories of federal debt include, but are not limited to, delinquent loans, tax, and audit disallowances. If yes, provide an explanation.
14. Cost Sharing (Match) if applicable - Record the value of cost share to be provided.
15. Congressional District - Record the applicant's congressional district.
16. Name and contact information for matters involving this application.
17. Subrecipient Type - Circle the type of subrecipient.
18. Descriptive title of Subrecipient Project - Record a brief descriptive title of the project.
19. Funding Period - Enter the dates, within the award period, as to when the project will begin and finish.
20. Location of Proposed Program/Project - Record the physical address of where the scope of work will be completed.
21. Total # of full-time employees - Record the number of full-time employees. A full-time employee works 40 hours per week.
22. Total # of part-time employees - Record the number of part-time employees. A part-time employee works less than 40 hours per week.
23. Is your organization a 501(c)(3) tax exempt organization? Record yes or no.
24. Has your organization previously received federal financial assistance from FDACS? Record yes or no. Please answer yes if the funding has been received within the last three years.
25. The application must be signed and dated by an authorized representative of the applicant organization.

Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:		2. Amount of funds requested for this project:	
3. Subrecipient Legal Name:			
4. Subrecipient FEIN:		6. Subrecipient Registered in SAM:	
7. Street Address:			
8. City:	9. State:	10. Zip Code plus 4:	
11. Mailing Address (if different from above):			
12. Phone Number:		13. Fax Number:	
14. Is the subrecipient delinquent on any federal debt?	15. Cost Sharing (Match):	16. Congressional District:	
17. Name and contact information of person to be contacted on matters involving this application:			
Name:			
Phone Number:		Email:	
18. Subrecipient Type: (Check One)	Indian Tribal Government	Individual	Local Government
Institution of Higher Education	Non-Profit Organization	State Government	Other
19. Descriptive Title of Subrecipient Project:			
20. Funding Period	Start Date:	End Date:	
21. Location of Proposed Program/Project:			
22. Total # of full-time employees:		23. Total # of part-time employees:	
24. Is your organization a 501(c)(3) tax exempt organization?			
25. Has your organization previously received federal financial assistance from FDACS?			
26. By signing this application, I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I have also provided the required attachments and assurances. I agree to comply with all terms and conditions if I accept an award.			
Authorized Representative Name:		Title:	
Phone Number:		Email Address:	
Signature of Authorized Representative:			Date Signed:

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY CONTACT INFORMATION

2 CFR 200

Instructions for Application Packet - Key Contact Form

*Each field of the key contact form must be completed.

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.
4. Contact Project Role: Authorized Representative - Record requested information.
5. Contact Project Role: Grant Manager - Record requested information.
6. Contact Project Role: Fiscal Contact - Record requested information.
7. Contact Project Role: Principal Investigator - Record requested information.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY CONTACT FORM

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:		Subrecipient FEIN:
Subrecipient Legal Name:		
Contact Project Role: Authorized Representative		
Name:		
Title:	Phone Number:	Fax Number:
Street Address:		
City:	State:	Zip Code plus 4:
Mailing Address (If different from above):		
Contact Project Role: Grant Manager		
Name:		
Title:	Phone Number:	Fax Number:
Street Address:		
City:	State:	Zip Code plus 4:
Mailing Address (If different from above):		
Contact Project Role: Fiscal Contact		
Name:		
Title:	Phone Number:	Fax Number:
Street Address:		
City:	State:	Zip Code plus 4:
Mailing Address (If different from above):		
Contact Project Role: Principal Investigator		
Name:		
Title:	Phone Number:	Fax Number:
Street Address:		
City:	State:	Zip Code plus 4:
Mailing Address (If different from above):		

Florida Department of Agriculture and Consumer Services
Division of Administration

PROJECT NARRATIVE

2 CFR 200

Instructions for Application Packet - Project Narrative

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project - List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.
4. The header section of each page of the project narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The project narrative must not exceed (insert #) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. The project narrative must include, but is not limited to:
 - A statement of need for the federal financial assistance and how the project will address the need.
 - A description of the expected project outcomes. The measurable objectives and specific targets of the expected project outcomes should be specified.
 - A plan of action to achieve the projected outcomes and how the plan of action will be accomplished.
 - A timeline of activities or implementation schedule.
 - Collaboration details, if any.
 - Information on key personnel including their background and experience with the project objectives. An indication of the amount of effort the key personnel will provide to the project.
 - Precise location of the project or the area to be served/benefited by the project.
 - A statement of whether this project relates to any other project, current or anticipated.

Florida Department of Agriculture and Consumer Services
Division of Administration

PROJECT NARRATIVE

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:	2. Amount of funds requested for this project:
3. Subrecipient Legal Name:	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	
Project Narrative:	

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

Instructions for Application Packet - Scope of Work

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.**
4. The header section of each page of the scope of work must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The scope of work must not exceed (insert #) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. The scope of work must include, but is not limited to:
 - Describe in detail the activity or work to be conducted. Include project location information.
 - Describe specific project objectives, tasks, and deliverables and related timelines for each. Include who will perform the tasks.
 - Objectives and tasks should relate to the project narrative.
 - Discuss how the scope of work is feasible and can be completed within the award period.
 - Provide quantifiable, measurable and verifiable units of deliverables.
 - Deliverables must be directly related to the scope of work.

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:

2. Subrecipient FEIN:

3. Subrecipient Legal Name:

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures

Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures

Describe in detail the activity or work to be conducted.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN NARRATIVE

2 CFR 200

Instructions for Application Packet - Budget Plan Narrative

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.**
4. The header section of each page of the budget plan narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The budget plan narrative must not exceed (insert #) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. Describe line items for each applicable budget category shown on the budget plan. Provide sufficient detail to clearly indicate the estimated funding amounts for each project task contained in the scope of work.
7. Project costs will be evaluated for reasonableness and necessity. Any travel costs must be in compliance with the State of Florida travel rules.
8. Indirect costs are at the rate approved by the applicant's cognizant agency. A copy of the approved rate must be attached to the application. If the applicant has never received a negotiated indirect cost, provide a statement indicating the applicant is electing to charge a de minimis rate of 10% of modified total direct costs.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN NARRATIVE

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:		2. Subrecipient FEIN:	
3. Subrecipient Legal Name:			
Direct Costs			
Personnel Costs		Provide job titles, rate of pay (hourly/salary) and percentage of time to spend on project (FTE) or hours per week. The total for all personnel costs must match to the budget plan.	
	Example	To achieve the objective of monitoring ponds within Liberty County will require 10 inspectors working 20 hours per week for 4 weeks at an hourly rate of \$25.50. Total cost is \$20,400.	
	Example	To achieve the objective of testing water samples from ponds within Liberty County will require 1 chemist. The chemist will work 20% of their time on the project for one year. The annual salary is \$60,000. Total cost is \$12,000.	
Fringe Benefits		Employer costs for social security taxes, workers compensation, health insurance, life insurance and retirement. A percentage may be used when calculating an amount for the budget plan. Only the actual cost of each fringe benefit is chargeable to the award.	
Travel (if authorized)		Provide a description of travel purpose, destination of each trip, number of travelers, timeline, and relationship to the project objectives.	
Equipment (if authorized)		Provide a description of the equipment to be purchased and the task on which the equipment will be used.	
Supplies		Provide a description of the consumable materials to be acquired for each specific deliverable(s).	
Contractual (if authorized)		Provide an explanation as to the need to hire a third party to complete the work. Provide the rate, number of staff, and task to be completed.	
Other Expenses		Direct costs, which do not fit any of the other categories. Provide a description, amount and relationship to a deliverable.	
Indirect Costs			
Indirect Charges		Provide an approved indirect cost rate or a statement indicating the entity has never received a negotiated indirect cost rate and elect to charge a de minimis rate of 10% of modified total direct costs.	

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN

2 CFR 200

Instructions for Application Packet - Budget Plan

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

The header section of the budget plan must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

The applicant shall submit a budget plan for its projected costs to implement the scope of work submitted with the application. The budget plan shall provide the estimated costs by category in order to carry out the scope of work.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:				2. Subrecipient FEIN:	
3. Subrecipient Legal Name:					
Category	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total Estimated Budget
Personnel					
Fringe Benefits					
Travel (if authorized)					
Equipment (if authorized)					
Supplies					
Contractual (if authorized)					
Other Expenses					
Total Direct Charges					
Indirect Charges					
Total Amount					

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON / STAFF

2 CFR 200

Instructions for Application Packet - Key Person / Staff

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

The header section of the key person/staff must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

Each application must include descriptions of key personnel and their qualifications to meet the requirements of the notice of funding opportunity. An individual form will be completed for each key person/staff member. Include an estimate of the number or hours or percentage of time devoted to the project.

Key personnel are individuals who contribute in a substantive and meaningful way to the execution or development of the project. Reimbursement of salary costs are not required for an individual to be considered key personnel. Consultants or contract employees may be included if they meet the definition.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON / STAFF

2 CFR 200

An individual form must be completed for each key person/staff member. Include an estimate of the number of hours or percentage of time devoted to the project.

1. Federal Financial Assistance Funding Opportunity Number:	2. Subrecipient FEIN:
--	------------------------------

3. Subrecipient Legal Name:

Person Name:	Title:	Hours of % of time devoted to the project:
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Phone Number:	Email Address:
----------------------	-----------------------

Qualifications:

Florida Department of Agriculture and Consumer Services
Division of Administration

PERFORMANCE SITE / LOCATIONS

2 CFR 200

Instructions for Application Packet - Performance Site / Locations

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

Each application must include a list of site(s)/locations(s) where the work will be performed.

The reimbursement of facilities cost will only be allowable for site(s)/location(s) listed on the form. The allocation of facilities cost must be based upon the square footage used by the project activities.

Florida Department of Agriculture and Consumer Services
Division of Administration

PERFORMANCE SITE / LOCATIONS

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:		2. Subrecipient FEIN:	
3. Subrecipient Legal Name:			
I am submitting an application as an individual, and not on behalf of a company, state, local, or tribal government, academia, or other type of organization.			Check Box ☐
Project/Performance Site Primary Location			
Street Address:			
City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:
Project/Performance Site Location 1			
Street Address:			
City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:
Project/Performance Site Location 2			
Street Address:			
City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:
Project/Performance Site Location 3			
Street Address:			

City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:		
Project/Performance Site Location 4					
Street Address:					
City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:		
Project/Performance Site Location 5					
Street Address:					
City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:		
Project/Performance Site Location 6					
Street Address:					
City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:		
Project/Performance Site Location 7					
Street Address:					
City:		State:		Zip Code plus 4:	
Mailing Address (If different from above):					
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:		

Florida Department of Agriculture and Consumer Services
Division of Administration

**FEDERAL ASSURANCE FOR FEDERAL FINANCIAL
ASSISTANCE SUBRECIPIENT AWARD**

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:
Subrecipient Legal Name:
Subrecipient FEIN:
As the duly authorized representative of the Subrecipient, I certify that to the extent applicable, the Subrecipient:
1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the Recipient, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the subrecipient award; and will establish a proper accounting system in accordance with generally accepted accounting principles or Recipient directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frames after receipt of approval of the Recipient.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.	
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).	
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.	
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).	
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.	
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.	
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.	
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR, Part 200 Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, Subpart F Audit Requirements.	
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.	
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect or, (3) Using forced labor in the performance of the award or subawards under the award.	
20. Will comply with and enforce the requirements for a drug-free workplace as mandated in 2 CFR Part 421, "Requirements for Drug-Free Workplace".	
21. Will comply with 2 CFR 417, Subpart C to ensure that any vendor or subcontractor that carries out the provisions of this agreement are not debarred or suspended.	
22. Will comply with the Executive Order 13513 entitled "Federal Leadership on Reducing Text Messaging While Driving" by prohibiting employees, contractors, and subcontractors from texting while driving on official business and or in federally owned, rented or leased vehicles or privately owned vehicles when on official government business or when performing any work for or on behalf of or in cooperation with the federal government.	
Authorized Representative Name: Title: Signature of Authorized Representative: Date Signed: Application Organization: 	

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:	
Subrecipient Legal Name:	
Subrecipient FEIN:	
The undersigned certifies, to the best of his or her knowledge and belief, that:	
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.	
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.	
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.	
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
Authorized Representative Name:	Title:
Signature of Authorized Representative:	Date Signed:
Application Organization:	

Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER
FEDERALLY FUNDED TRANSACTIONS**

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:
Subrecipient Legal Name:
Subrecipient FEIN:
This certification is pursuant to Executive Order 12549, Debarment and Suspension and implemented at 2 CFR parts 180 and 1880.
Instructions for Certification
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certifications set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification. In addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction , unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transactions, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower tier participant shall attach an explanation to this proposal.

Authorized Representative Name:

Title:

Signature of Authorized Representative:

Date Signed:

Application Organization:

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION STATEMENT

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:

Subrecipient Legal Name:

Subrecipient FEIN:

By signing this page, the undersigned certifies that:

A. This application is in all respects fair and submitted in good faith, without collusion or fraud;

B. If selected through this application process, the subrecipient will work in good faith and in partnership with the Florida Department of Agriculture and Consumer Services to manage its subrecipient agreement in a timely and accurate manner;

C. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;

D. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;

E. No federal funds will be used as match for funds awarded as a result of this application process.

F. The undersigned has full authority to bind the applicant.

Authorized Representative Name:

Title:

Signature of Authorized Representative:

Date Signed:

Application Organization:



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of agreement between the City of Mount Dora and Truist (f/k/a SunTrust Bank) related to Banking Services and Authorization for the Mayor to Sign All Applicable Documents

Introduction:

This is a request for Council to approve the agreement between the City of Mount Dora and Truist (f/k/a SunTrust Bank) related to Banking Services and authorize the Mayor to sign all applicable documents

Discussion:

On January 16, 2018, City Council approved Resolution No. 2018-08, entering into a piggyback agreement for banking services with Suntrust, competitively solicited by the City of Edgewater. The agreements have since expired and the City's agreement expired on July 18, 2023.

Given the merger of Suntrust and BBT to form Truist Bank, it is likely that the original Suntrust terms and conditions are not identical to Truist Bank's current terms and conditions. Thus, extending the piggyback agreement does not appear to be appropriate or the best route for a number of reasons.

Working with the City Attorney, staff were advised that entering into a new agreement would be the most effective route for continuing the City's services with Truist. Per s. 3.1-1.B.j of the City's current purchasing policies, financial services are exempt from the City's competitive solicitation provisions.

City staff worked with the City Attorney and with Truist to provide the attached agreement presented for City Council approval.

Budget Impact:

Service account fees are offset by the Earnings Credit Rate and could result in additional interest to the City.

Strategic Impact:

Fiscal Sustainability

Recommendation:

City Council approve the agreement with Truist Bank and authorize the Mayor to sign all applicable documents.

Attachment(s):

1. City of Mount Dora 5 Yr New Contract
2. City of Mount Dora pro forma
3. City of Mount Dora glossary

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Rita Meade, Finance Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 10/6/2023

Approved - 10/9/2023

Approved - 11/1/2023

Approved - 11/1/2023

Final Approval - 11/2/2023

Mauricio Behar
Vice President
Middle Market Banking Group

October 23, 2023

Rita Meade
Finance Director
City of Mount Dora
510 N Baker St
Mount Dora, FL 32757

RE: Agreement for Banking Services between the City of Mount Dora ("The City") and Truist Bank ("Truist") dated August 28, 2023.

Dear Rita,

Thank you for continuing to choose Truist for your deposit and treasury services. We appreciate the opportunity to maintain a meaningful partnership with you over the coming years. Truist Bank is pleased to submit the attached proforma with the service pricing and rates. The proposal has been developed through a review of current government contracts across the state of Florida and an in-depth review of the City of Mount Dora.

Your service level pricing as shown in the attached pro forma is effective for a term of five (5) years commencing February 1, 2023, through January 31, 2028, with three (3) two-year extensions that can be executed if mutually agreed upon by both parties. Within the pro forma, we have included "Additional Potential Fees" that may be used with services provided with indicative pricing. The Additional Potential Fees are provided for reference and are not part of the committed pricing.

The rates and pricing disclosed herein will apply to all applicable deposit and group accounts which are currently open, as shown below. Rates and pricing for accounts not included below or opened later may vary. For additional details on rate calculations, eligible balances, or terms and conditions, please contact your Relationship Manager, Mauricio Behar or Treasury Consultant, Maria Roman.

Pro Forma 254145 will apply to accounts currently within:

- Group Account *3042

Interest Rate (IR) Operating Accounts:

The stated Earnings Credit Rate of 100 basis points and Interest Rate of 150 basis points will apply to the accounts within Group Accounts *3042. See Truist's Commercial Bank Services Agreement to obtain information about the interest calculations and the crediting of the interest to the account. The interest rate will be a managed rate and subject change at any time at the Bank's discretion without notice and may be a rate of zero. During the committed term these changes will occur without notice.

The pricing detailed in the attached pro forma and glossary includes the service description and unit cost of the services. Estimated volumes may be included in this disclosure based on the information you have shared with Truist regarding expected account usage. Your Account Analysis statement will show the actual volumes and associated charges from use of the services, in addition to other charges for services utilized that may have been previously disclosed. Changes to treasury services fees are applied to the entire month in which they are effective. Treasury services fees will be debited as one lump sum the month after transactions occur and will appear on your bank statement as Service Charges – Prior Period. Account Analysis statements are available by mail or electronic delivery methods.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the City for the ever changing business and economic landscape.

Please sign below to confirm your acceptance of the extension.

Sincerely,

Mauricio Behar

Mauricio Behar

Approval of the City of Mount Dora

Crissy Stile, City Mayor

Date

Attached:

Proforma 254145
Proforma Glossaries

Truist Pro Forma Account Analysis Statement

Pro Forma ID: 254145
 Account Officer: Taylor, Bryan
 Treasury Consultant: Roman, Maria

Effective 08/01/2023
 CITY OF MOUNT DORA
 Group Account # *3042

Combined Analyzed Interest Checking - PF

Earnings Credit Summary

Average Ledger Balance	\$44,119,445.29		
Less: Average Float	\$72,132.29		
Average Collected Balance	\$44,047,313.00	Earnings Credit Rate	1.000 %
Average Negative Collected Balance	\$0.00	Earnings Credit Allowance	\$37,410.05
Average Positive Collected Balance	\$44,047,313.00	Less: Balance Based Charges	\$1,220.60
Less 0.00% Related Reserves	\$0.00		
Average Positive Balance Available	\$44,047,313.00	Total Analysis Based Charges	\$0.00

ADD: Explicit & Billed Separately \$0.00

ADD: Independent Account Service Charges \$0.00

Total Service Charges for Period \$0.00

Interest Earnings Summary

Hybrid Solution

Average Positive Available Balance	\$44,047,313.00
Less: Bal Required for Analyzed Services	\$1,437,158.06
Average Positive Net Available Balance	\$42,610,154.94
Hybrid Interest Rate	1.500 %
Hybrid Estimated Interest Earned	\$54,284.17

Total Estimated Interest Earned for Period \$54,284.17

Net Client Benefit \$54,284.17

Service Code	Service Description	Volume	Unit Price	Total Price
GENERAL BANKING SERVICES				
21	MONTHLY ACCT MAINTENANCE FEE	6	\$7.000000	\$42.00
100	CREDITS POSTED	95	\$0.194897	\$18.52
110	ITEMS DEPOSITED - ON-US	3	\$0.060000	\$0.18
112	ITEMS DEPOSITED - IN STATE	0	\$0.060000	\$0.00
114	ITEMS DEPOSITED - OTHER	0	\$0.060000	\$0.00
117	REMOTE DEPOSIT ITEM - ON-US	143	\$0.110000	\$15.73

The pricing detailed in this pro forma does not constitute a contractual offer of any particular service, price, rate or account type for any term. Estimated volumes may be included in this pro forma based on our assumptions or information shared with us. It is for purposes of estimation and discussion only unless accompanied by other agreements or commitments that offer explicit pricing or terms. Your Account Analysis statement will reflect the actual services, volumes and charges for the services utilized. Reviewing your Account Analysis statements with full line-item detail is recommended and those statements are available by mail or electronic delivery methods. Service descriptions and related information may change or be updated by Truist with or without notification. Any impacts to a client's pricing will be communicated in accordance with applicable banking agreements. If you have any questions or concerns about your actual pricing, please contact your Treasury Consultant. For a complete list of account related fees, the Truist Business Deposit Accounts Fee Schedule is available at www.truist.com/business-fee-schedule

Service Code	Service Description	Volume	Unit Price	Total Price
GENERAL BANKING SERVICES				
119	REMOTE DEPOSIT ITEM - TRANSIT	831	\$0.110000	\$91.41
128	CHECKS PAID AND OTHER DEBITS	329	\$0.087138	\$28.67
395	COIN AND CURRENCY DEPOSITED	33,532	\$0.000000	\$0.00
422	ENHANCED CK IMAGES WITH STMNT	1	\$0.000000	\$0.00
1200	RDI SPECIAL HANDLING MAINT	3	\$0.000000	\$0.00
1205	RETURNED DEPOSITED ITEM FEE	1	\$2.500000	\$2.50
1210	REDEPOSIT (RECLEARED) RET ITEM	1	\$0.000000	\$0.00
Subtotal:				\$199.00
BALANCE RELATED SERVICES				
35	DEP ACCT USAGE RATE (PER \$100)	44,119,445	0.000000	\$0.00
Subtotal:				\$0.00
SPEC COLLECTION SERVICES				
462	ICL MONTHLY MAINT FEE	1	\$0.000000	\$0.00
464	ICL QUALIFIED ON-US ITEMS	191	\$0.035000	\$6.69
465	ICL QUALIFIED TRANSIT ITEMS	1,270	\$0.060000	\$76.20
471	ICL TRANSMISSION - PER TRANS	19	\$1.000000	\$19.00
491	RDC MONTHLY MAINT	1	\$35.000000	\$35.00
Subtotal:				\$136.89
ACH SERVICES				
105	ACH RECEIVED CREDIT	179	\$0.110000	\$19.69
134	ACH RECEIVED DEBIT	245	\$0.110000	\$26.95
530	ACH NOTIFICATION OF CHANGE	1	\$0.000000	\$0.00
533	ACH RE-PRESENTMENT	12	\$0.000000	\$0.00
535	ACH UNAUTHORIZED RETURNS	1	\$0.000000	\$0.00
538	ACH RETURN TRANSACTION	16	\$3.000000	\$48.00
540	DT/DLTY ACH MONTHLY MAINT	1	\$30.000000	\$30.00
545	ACH INPUT FILE RECEIVED/TRANS	18	\$8.000000	\$144.00
553	TOTAL ACH ORIGINATED ITEMS	4,346	\$0.059088	\$256.80
1052	ACH POSITIVE PAY MONTHLY MAINT	6	\$15.000000	\$90.00
Subtotal:				\$615.44
RECONCILIATION SERVICES				
331	CD-ROM MAINTENANCE	2	\$0.000000	\$0.00
333	CD-ROM ITEMS	289	\$0.000000	\$0.00
335	CD-ROM DISC	2	\$15.000000	\$30.00
Subtotal:				\$30.00
POSPAY/REVERSE POS PAY				
4133	CPR/POS PAY/PAYEE-EXCEPTIONS	2	\$6.000000	\$12.00
4160	PAYEE POSITIVE PAY - MAINT	1	\$40.000000	\$40.00
4161	CPR/PAYEE POSITIVE PAY - ITEMS	289	\$0.020000	\$5.78

Service Code	Service Description	Volume	Unit Price	Total Price
POSPAY/REVERSE POS PAY				
			Subtotal:	\$57.78
ONLINE COURIER SERVICES				
3961	OLC DDA STATEMENT	3	\$2.500000	\$7.50
3962	OLC ANALYSIS STATEMENT	4	\$0.000000	\$0.00
			Subtotal:	\$7.50
TREASURY MANAGER				
3551	TM/OLC MAINTENANCE FEE	2	\$60.000000	\$120.00
3552	TM/OLC PRIOR DAY SERV/MONTH	1	\$0.000000	\$0.00
3553	TM/OLC PRIOR DAY/ACCOUNT	5	\$0.000000	\$0.00
3554	TM/OLC PRIOR DAY/DETAIL ITEM	841	\$0.000000	\$0.00
3555	TM/OLC CURRENT DAY SERV/MONTH	1	\$0.000000	\$0.00
3556	TM/OLC CURRENT DAY/ACCOUNT	5	\$0.000000	\$0.00
3557	TM/OLC CURRENT DAY/DETAIL ITEM	26	\$0.000000	\$0.00
3560	TM/OLC CAR REPORT	15	\$1.000000	\$15.00
3564	TM ONLINE STOP PAYMENT	2	\$2.000000	\$4.00
3568	TM WIRE TRANSFER SERVICE/MONTH	1	\$0.000000	\$0.00
			Subtotal:	\$139.00
CASH MANAGEMENT SERVICES				
850	ZBA MASTER ACCOUNT MAINTENANCE	1	\$10.000000	\$10.00
851	ZBA SUB ACCOUNT MAINTENANCE	2	\$12.500000	\$25.00
			Subtotal:	\$35.00
			Total Charges:	\$1,220.61
Total Balance Based Charges:				\$1,220.60



Service Glossary

Service Code	Service Description	Definition
21	MONTHLY ACCT MAINTENANCE FEE	Monthly fee for maintaining a business account (Acct). Per Month, Per Account.
35	DEP ACCT USAGE RATE (PER \$100)	Monthly fee assessed on the average positive ledger balance for the month for deposit (Dep) accounts (Acct). The average positive ledger balance is divided by 100 and then multiplied by the rate listed on the account analysis statement and divided by 12 to calculate the usage fee amount. Per Account With Average Positive Collected Ledger Balance, Per \$100 On Deposit.
100	CREDITS POSTED	Fee for posting deposits (credits) to an account. Deposits include transactions made at a banking location or ATM. They also may include, but are not limited to, credits posted from account transfers, wire transfers, Real Time Payments (RTP), Image Cash Letter deposits, Remote Deposit, sweep transfer, online banking transfers and other electronic credits. Per Credit.
105	ACH RECEIVED CREDIT	Fee for an ACH received credit. Per ACH Credit.
110	ITEMS DEPOSITED - ON-US	Per item fee for check deposits drawn on a Truist Account (On-U) and made at locations that may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.
112	ITEMS DEPOSITED - IN STATE	Per item fee for check deposits drawn on a bank with a routing number in the same state as the deposit location. Deposit sources may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.
114	ITEMS DEPOSITED - OTHER	Per item fee for check deposits drawn on a bank with a routing number in a different state than the deposit location. Deposit sources may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.
117	REMOTE DEPOSIT ITEM - ON-US	Per item fee to process deposited checks drawn on a Truist Account (On-U) through the Remote Deposit Capture solution. Per Deposited Item.
119	REMOTE DEPOSIT ITEM - TRANSIT	Per item fee to process deposited checks drawn on a non-Truist Account (Transit) through the Remote Deposit Capture solution. Per Deposited Item.
128	CHECKS PAID AND OTHER DEBITS	Fee for posting checks or drafts (debits) for payment on the account. Debits include withdrawal transactions made at a banking location, or ATM. They also may include, but are not limited to, debit card purchases, bill pay, sweep debits, wire transfers debits, Real Time Payments (RTP) transfers, certified checks, legal order debits. Per Debit.
134	ACH RECEIVED DEBIT	Fee for an ACH received debit. Per ACH Debit.
331	CD-ROM MAINTENANCE	Maintenance fee per statement cycle for the creation and mailing of a CD-ROM that includes transaction images and DDA statement for the designated primary account. Per Primary Account, Per Statement Cycle.
333	CD-ROM ITEMS	Fee for each check and other paper debit items posted to an account that is subscribed to the CD-ROM service. Per CD-ROM Image.
335	CD-ROM DISC	Fee for each CD-ROM disc created per statement cycle. Per Primary Account, Per CD-ROM Disc.
395	COIN AND CURRENCY DEPOSITED	Fee per \$1 of coin and currency deposited that is processed and verified for a calendar month. The fee includes the following: cash deposits made over the counter (OTC) at bank branch locations, night depository(s) or Package Forward and reflects the total amount of coin and currency deposited into the account during a calendar month. Monthly Coin and Currency Deposited Per \$1.
422	ENHANCED CK IMAGES WITH STMT	Monthly fee for receiving enhanced check (Ck) images with a deposit statement (Stmnt). Front and back of three paid checks are included per page. Per Month, Per Statement.
462	ICL MONTHLY MAINT FEE	Monthly fee per client relationship for maintaining (Maint) Image Cash Letter (ICL) services. Per Month, Per Client.
464	ICL QUALIFIED ON-US ITEMS	Per item fee for on-us deposited item included in a qualified Image Cash Letter (ICL) File. Per Deposited Item.
465	ICL QUALIFIED TRANSIT ITEMS	Per item fee for items drawn on a financial institution that is not the bank of deposit (transit item) included in a qualified Image Cash Letter (ICL) File. Per Deposited Item.
471	ICL TRANSMISSION - PER TRANS	Fee per transmission (Trans) for inbound Image Cash Letter (ICL) files received for deposit from the client. Per Transmission.

Service Code	Service Description	Definition
491	RDC MONTHLY MAINT	Monthly maintenance (Maint) fee for the capability to use the Remote Deposit Capture (RDC) service, charged per scanner for former Online Check Deposit and new RDC clients, or per location for former OnSite Deposit clients, as agreed at the time service was established. Per Month, Per Scanner or Location Setup
530	ACH NOTIFICATION OF CHANGE	Fee for processing each ACH Notification of Change. A Notification of Change contains correcting information that is required to be changed for any subsequent ACH transaction. Per Notification of Change.
533	ACH RE-PRESENTMENT	Fee for the re-presentment of an ACH debit transaction after it is returned by the receiving bank. Per Transaction.
535	ACH UNAUTHORIZED RETURNS	Fee for each unauthorized ACH return transaction received for client awareness to improve the quality of originator's authorization and origination practices. Per Transaction.
538	ACH RETURN TRANSACTION	Fee for processing a returned ACH transaction. Per Transaction.
540	DT/DLT ACH MONTHLY MAINT	Monthly maintenance (Maint) fee for the capability to originate ACH payments via Direct Transmission (DT) and or Digital Treasury (Dlty). Per Month, Per Account.
545	ACH INPUT FILE RECEIVED/TRANS	Per file fee for transmitting an ACH origination file via data transmission. Per File.
553	TOTAL ACH ORIGINATED ITEMS	Fee for each ACH credit or debit transactions (Tran) originated through Direct Transmission, Treasury Manager, Digital Treasury, or Integrated Payables. Fee volume includes the total number of credit and debit items originated for the month. Per Transaction.
850	ZBA MASTER ACCOUNT MAINTENANCE	Monthly per account fee for maintaining a Zero Balance Account (ZBA) Master and/or Super Master Account, the highest tier in a three tiered relationship. Per Account, Per Month.
851	ZBA SUB ACCOUNT MAINTENANCE	Monthly per account fee for maintaining a Zero Balance Account (ZBA) subsidiary (Sub) account in a zero balance relationship. This fee also applies to the master account in a multi-tiered relationship. Per Account, Per Month.
1052	ACH POSITIVE PAY MONTHLY MAINT	Monthly maintenance (Maint) fee for each account with ACH Positive Pay service which provides the capability to filter or disposition ACH transactions received. Per Month, Per Account.
1200	RDI SPECIAL HANDLING MAINT	Monthly maintenance (Maint) fee for any account with special instructions for handling returned deposited items (RDI). Per Account, Per Month.
1205	RETURNED DEPOSITED ITEM FEE	Fee for processing a deposited item returned. Per Return.
1210	REDEPOSIT (RECLEARED) RET ITEM	Special handling instruction fee per item for a returned (Ret) item that the client has instructed to redeposit (Reclear) to their account. Requested instruction entails the RDI special handling maintenance fee. Per Redeposit.
3551	TM/OLC MAINTENANCE FEE	Monthly fee for maintaining a Company ID for the capability to access or to utilize the Treasury Manager (TM) and or Online Courier (OLC) service. If Online Courier is added with different services (Prior Day, Current Day, Special Reports), and or different billing account/detail account combinations that are not set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and the Online Courier Company ID, otherwise a single fee will be assessed. Per Company ID, Per Month.
3552	TM/OLC PRIOR DAY SERV/MONTH	Monthly fee for maintaining a Company ID for the capability to access or to utilize the prior day information reporting service (Serv) for Treasury Manager (TM) and or Online Courier (OLC). If prior day information reporting is also received via Online Courier and the billing account/detail account combination differs from those set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and Online Courier Company ID; otherwise, a single fee will be assessed. Per Company ID, Per Month.
3553	TM/OLC PRIOR DAY/ACCOUNT	Fee for each account for prior day detail and summary information reporting for Treasury Manager (TM) and or Online Courier (OLC). If prior day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per account fee will also be assessed for each account set up on Online Courier for prior day information reporting. Per Account.

Service Code	Service Description	Definition
3554	TM/OLC PRIOR DAY/DETAIL ITEM	Fee for each prior day information reporting detail item loaded for each account in Treasury Manager (TM) and or Online Courier (OLC). If prior day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per detail item fee will also be assessed for each item reported via Online Courier. Per Detail Item.
3555	TM/OLC CURRENT DAY SERV/MONTH	Monthly fee for maintaining a Company ID for the capability to access or to utilize the current day information reporting service (Serv) for Treasury Manager (TM) and or Online Courier (OLC). If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and Online Courier Company ID; otherwise, a single fee will be assessed. Per Company ID, Per Month.
3556	TM/OLC CURRENT DAY/ACCOUNT	Fee for each account for current day detail and summary information reporting for Treasury Manager (TM) and or Online Courier (OLC). If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per account fee will also be assessed for each account set up on Online Courier for current day information reporting. Per Account.
3557	TM/OLC CURRENT DAY/DETAIL ITEM	Fee for each current day information reporting detail item loaded for each account in Treasury Manager (TM) and or Online Courier (OLC). If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per detail item fee will also be assessed for each item reported via Online Courier. Per Detail Item.
3560	TM/OLC CAR REPORT	Fee for the Client Activity Report (CAR) which provides a statement of daily originated ACH activity. This includes, but is not limited to, transaction adjustments, Notification of Change (NOC) requests, ACH return items and settlement transactions. Fee volume is the total number of days the CAR report is loaded on the account that received the report on the greatest number of days across all accounts during the month on a Treasury Manager (TM) and or Online Courier (OLC) Company ID. If the CAR report is also received via OLC and the billing account and detail account combination differs from those set up on TM, the CAR report fee will also be assessed for OLC. The Greatest Number Of Days With A Report Loaded Across All Accounts, Within A Company ID.
3564	TM ONLINE STOP PAYMENT	Fee for processing an electronic/online stop payment request submitted through Treasury Manager (TM). Fee is for each individual stop payment request whether for a single check or a range of checks. Per Stop Payment Request.
3568	TM WIRE TRANSFER SERVICE/MONTH	Monthly fee for the capability to use wire transfer services that include, but are not limited to, initiating and or importing wire transactions through Treasury Manager (TM). The fee is assessed per Company ID. Per Company ID, Per Month.
3961	OLC DDA STATEMENT	Fee for generating and sending Demand Deposit Account (DDA) statement(s) via Online Courier (OLC). Per Account, Per Month.
3962	OLC ANALYSIS STATEMENT	Fee for generating and sending Account Analysis statement(s) via Online Courier (OLC). Per Account, Per Month.
4133	CPR/POS PAY/PAYEE-EXCEPTIONS	Per item fee for handling a check drawn on a Controlled Pay Reconciliation (CPR), Positive Pay (Pos Pay) and or Positive Pay Payee Account that does not match the issue record as provided by the client. Mismatches are exceptions and include, but are not limited to paid-no-issue records (PNIs) and encoding errors. Per Exception Item.
4160	PAYEE POSITIVE PAY - MAINT	Monthly maintenance (Maint) fee for each account set up on Payee Positive Pay without Reconciliation Services. Per Month, Per Account.
4161	CPR/PAYEE POSITIVE PAY - ITEMS	Per item fee for verifying the payee name listed on a check against the payee name listed on the ARP issue file for a Controlled Pay Recon (CPR) with Payee review or a Payee Positive Pay account without Reconciliation Services. Per Item.



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Approval of Meeting Minutes

- August 31, 2023 Executive 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 to approve Meeting Minutes.

Attachment(s):

1. 08.31.23.Executive Session Minutes_DRAFT.revised

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 11/2/2023



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
August 31, 2023, 6:00 PM

SPECIAL MEETING MINUTES-EXECUTIVE SESSION

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Crissy Stile called to order the Special Meeting for an Executive Session of the Mount Dora City Council.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jeanann Hand, City Clerk
Jeannie Carrell, Court Reporter
Vince Sandersfeld, Planning Director

City Attorney Sherry Sutphen reported the ways in which the meeting was noticed to the public.

Mayor Stile explained how the session would be conducted.

The City's Internet Technology Director Jason Marlar confirmed no recording or streaming equipment was in operation in the Council chambers for this meeting.

The public was dismissed in order for the executive session to take place.

The public meeting was reopened after the closed executive session and adjourned at approximately 8:48 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Second Extension to the Lake County Water Authority Grant for Liberty Avenue Stormwater Treatment Project

Introduction:

This is a request for the City Council to approve a Second Extension to the Lake County Water Authority (LCWA) Grant for the Liberty Avenue Stormwater Treatment Project.

Discussion:

Council approved execution of the original LCWA grant agreement under Resolution No. 2021-53 (Attachment #1). The grant expiration deadline was extended once to September 4, 2023 (Attachment #2).

Lake County Water Authority has again extended the deadline for project completion to March 31, 2024. The grant is for construction costs up to the amount of \$285,739.00. The grant was awarded to cover 100% of construction costs, estimated to be \$285,739.00 at the time of the grant application in 2020. The City is responsible for actual costs in excess of the grant award. The terms of the grant are included in Attachment #1, the grant agreement, as amended in the subject Amendment 2.

The project plans were prepared by DRMP, Inc. and approved by the City Engineer. Construction work must be complete before the grant expires on March 31, 2024, in order to receive full funding. The construction contract was approved at the October 3, 2023 Council meeting. Construction effort will begin shortly thereafter upon the Contractor's receipt of the City's purchase order. The time allowed for completion comports with the schedule provided by the contractor.

Budget Impact:

These grant funds are included with the current FY23-24 Budget.

Strategic Impact:

Goal 2: Infrastructure/Public Safety
Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council approve Amendment 2 to the Lake County Water Authority Grant Agreement dated May 4, 2021, and authorize the Mayor to execute the agreement on behalf of the City.

Attachment(s):

1. Attachment1-ExecutedAgreement_LCWA_210507
2. Attachment2-ExecutedAmendment1_LCWA_230607
3. Amendment2_LCWA_GrantAgreement

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: Rita Meade, Finance Director
Aneta Barton, Budget Director
City Attorney,
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 10/25/2023
Approved - 10/25/2023
Approved - 11/2/2023
Approved - 11/2/2023
Final Approval - 11/2/2023

ATTACHMENT #1

RESOLUTION NO. 2021-53

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE STORMWATER GRANT PROGRAM AGREEMENT FOR THE LIBERTY AVENUE WATER QUALITY TREATMENT PROJECT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF GRANT AGREEMENT AND AUTHORITY TO EXECUTE; 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 owns and maintains drainage systems and stormwater facilities throughout the City of Mount Dora; and

WHEREAS, from time to time the drainage systems and stormwater facilities need to be improved in order to improve water quality and alleviate drainage concerns; and

WHEREAS, in December 2020, the City submitted a grant application to Lake County Water Authority seeking a Stormwater Treatment Grant for the purpose of constructing the Liberty Avenue Water Quality Treatment Project; and

WHEREAS, the City was recently informed that it has been awarded a Stormwater Treatment Grant for its Liberty Avenue Water Quality Treatment Project; and

WHEREAS, the City has determined that it is in its best interest to enter into an agreement with the Lake County Water Authority related to the Stormwater Treatment Grant.

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

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

SECTION 2. Approval of Grant Agreement and Authorization to Execute.

A. The Stormwater Grant Program Agreement, attached hereto as **Exhibit "A"** is hereby approved. The Mayor or a designee thereof is hereby authorized to execute the Agreement on behalf of the City.

ATTACHMENT #1

B. The Mayor is authorized to execute any future amendments to the Stormwater Grant Program Agreement for the Liberty Avenue Water Quality Treatment Project which do not material alter the terms and conditions of the underlying Agreement, and so long as any such amendment has been reviewed and approved by the City Attorney and notice of the executed amendment is provided to the City Council as an informational item on an agenda.

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 Stormwater Grant Agreement for the Liberty Avenue Water Quality Treatment Project, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

Signatures on Following Page

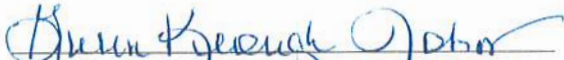
ATTACHMENT #1

PASSED AND ADOPTED this 4th day of May, 2021.



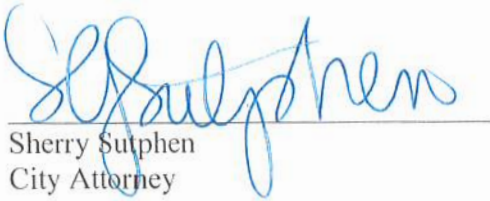
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry Sutphen
City Attorney

ATTACHMENT #1

EXHIBIT "A"
to Resolution 2021-53

Stormwater Grant Program Agreement for the
Liberty Avenue Water Quality Treatment Project

ATTACHMENT #1

LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM AGREEMENT TO FUND MOUNT DORA LIBERTY AVENUE STORMWATER TREATMENT PROJECT

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, whose address is 27351 SR 19, Tavares, FL 32778-3119 (hereinafter referred to as the "Authority") and THE CITY OF MOUNT DORA, whose address is 510 North Baker Street, PO Box 176, Mount Dora, FL 32757 (hereinafter referred to as "Grantee" or "Recipient"), a body of local government within Lake County, Florida, to provide financial assistance for treatment of stormwater on Liberty Avenue with an existing water retention area and modification of the outfall in the stormwater pond.

WITNESSETH:

WHEREAS, the Authority, is authorized and governed by Chapter 2005-314, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County, preserving, protecting, and improving the fish and aquatic wildlife of the county, and protecting the freshwater resources by assisting local governments in the treatment of stormwater runoff, and

WHEREAS, the reduction and ultimate elimination of untreated stormwater into our public waterways will ultimately benefit the ecology of our waterways and the residents and tourists that use them, and

WHEREAS, it is desirable for the Authority to assist the local governments of Lake County in a coordinated effort through the provision of grant funds to reduce the influx of untreated stormwater into the publicly owned waterways of Lake County, and

WHEREAS, the Grantee's project consists of rerouting stormwater runoff flowing down Liberty Avenue to an existing water retention structure for treatment and retrofitting the stormwater pond's outfall, hereinafter referred to as the "PROJECT"; and

WHEREAS, the Authority considers Grantee's PROJECT worthwhile and desires to assist Grantee in the funding of the PROJECT.

NOW, THEREFORE, the Authority and Grantee, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

In consideration of the mutual benefits to be derived here from, the Authority and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform and/or construct its PROJECT, in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and

ATTACHMENT #1

"Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

2. This Agreement shall begin upon the date it has been executed by both parties, and terminate no later than **twenty-four (24) months** thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.
3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed **\$285,739 (Two hundred eighty-five thousand seven hundred thirty-nine Dollars)**, or 100% (100 Percent) of the PROJECT costs, whichever is less, for a portion of the Grantee's water quality enhancement PROJECT, outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is responsible for providing at least a minimum match of **\$0 (Zero Dollars)**, of the grant funded water quality enhancement portion of the PROJECT described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.
 - (1) Payments shall further be conditioned upon the following:
 - i. That funding from the Authority shall only be applied toward the portion of the project that treats the existing impervious areas and not future development, nor shall the Authority fund the redistribution of flows from existing retention areas that are proposed to be eliminated or reduced;
 - ii. That Grantee shall pay its pro-rata share of the PROJECT as outlined in this Agreement;
 - iii. That Grantee shall provide the Authority the necessary invoices and other documentation sufficient to evidence that Grantee has incurred the actual expense;
 - iv. That Grantee shall provide the Authority written verification, provided by a person duly authorized by Grantee to so verify, that Grantee has incurred the actual expense;
 - v. That Grantee shall provide sufficient evidence to demonstrate that the reimbursable expenses are directly related to the water quality enhancement portion of the PROJECT.
 - (2) If Grantee does not expend its pro-rata share of the cost for the work performed as set forth in this Agreement, the Authority will make payment only in a lesser amount which is proportionate to that which Grantee has

ATTACHMENT #1

expended and for which it has provided the appropriate support documentation to the Authority in accordance with this Agreement.

- a. The Authority shall make reimbursements to Grantee within thirty (30) days of timely submitted invoices by Grantee, complete with the appropriate support documentation and any additional information requested by the Authority, which shall be submitted to the Authority at the following address:

LAKE COUNTY WATER AUTHORITY
27351 SR 19
Tavares, Florida 32778

- b. Grantee shall not use any Authority funds for purposes not specifically identified in the Grant Work Plan.
 - c. The Authority shall have no obligation to reimburse Grantee for any costs under this Agreement until construction of the PROJECT has been completed.
 - d. The Authority's performance and payment pursuant to this Agreement is contingent upon the Authority's Board of Trustees appropriating funds for the PROJECT.
- B. Upon completion of the PROJECT, the Grantee shall submit a written payment request, including a final project report containing before and after photographs and as-built plans, to the Authority's Grant Manager. The Grant Manager shall have thirty (30) calendar days within which to review the request. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible water quality enhancement project costs, not to exceed the maximum grant amount. In addition to the payment request, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods and/or services purchased, date of the transaction, voucher number, amount paid, and vendor name.
- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Authority may request proof of transactions, such as invoices and payroll registers. If requested by the Authority, Grantee shall provide this additional information within 30 calendar days of such request.
4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties hereto understand that this Agreement is not a commitment of future budget allocations.
 5. The Grantee shall submit written quarterly progress reports describing the PROJECT work performed, problems encountered, problem resolution, schedule updates and proposed

ATTACHMENT #1

work for the next reporting period. Quarterly reports shall be submitted to the Authority's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. The Authority's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. The Grantee shall recognize the Authority by erecting a sign at the site indicating the Authority's funding assistance for the project. The Authority's Grant Manager shall review and approve the sign prior to placement.
7. The Grantee agrees that it shall be solely responsible for the construction, operation, maintenance and/or failure of operation and/or maintenance of its PROJECT and/or stormwater system, and for its acts of omission and/or commission and for the negligent and/or wrongful acts of itself, its employees and agents. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8. The Authority may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Authority shall provide thirty (30) calendar days written notice of its intent to terminate this Agreement, and shall provide the Grantee an opportunity to consult with the Authority regarding the reason(s) for termination, and to remedy the deficiencies, if possible.
9. This Agreement may be unilaterally canceled by the Authority for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a), Florida Constitution and Chapter 119, Florida Statutes.
10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Authority, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Authority's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Authority shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

ATTACHMENT #1

- B. The Authority supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. It is encouraged that the award of subcontracts reflects the full diversity of the citizens of the State of Florida.
12. Nothing in this Agreement shall create, or be implied to create, any relationship between the Authority and any subcontractor of Grantee, nor any ownership, liability or responsibility of the Authority with respect to the stormwater system of Grantee.
 13. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
 14. The Grantee shall comply with all applicable federal, state and local rules and regulations in its construction, performance and/or operation of the PROJECT. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
 15. The Authority's Grant Manager for this Agreement is identified below.

Jason Danaher
Water Resources Director
Lake County Water Authority
27351 SR 19
Tavares, FL 32778-3119
Telephone No.: (352) 324-6141 ext. 38
Fax No.: (352) 324-6364
E-mail Address: jdanaher@lcwa.org
 16. The Grantee's Grant Manager for this Agreement is identified below.

George Marek
Senior Project Manager
City of Mount Dora
900 North Donnelly Street, Mt. Dora FL 32757
Telephone No.: (352) 735-7151 ext. 1825
E-Mail Address: marekg@ci.mount-dora.fl.us
 17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor(s) to provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are covered by the protection afforded by the Grantee. All such self-insurance programs or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees are engaged in hazardous work under this Agreement, and are not protected

ATTACHMENT #1

under Workers' Compensation statutes, the Grantee shall provide, and shall cause each subcontractor to provide, adequate insurance, consistent with Grantee's primary insurance coverage, for the protection of all such employees not otherwise protected.

18. The parties specifically agree that Grantee is an independent contractor, and is not an agent, representative, or employee of the Authority. Grantee agrees to carry adequate liability insurance coverage and other appropriate forms of insurance coverage, consistent with Grantee's primary insurance coverage. The Authority shall have no liability except as to the payment of grant monies as provided above.
19. The Grantee covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
20. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not an authorized reimbursable expense under the terms of this Agreement.
21.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posting the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, less otherwise provided herein.
23. The Grantee agrees that the PROJECT is not to be used to offset additional stormwater treatment requirements that may be imposed upon the Grantee as a result of future redevelopment located within the treatment basin.

(Signatures on the following page)

ATTACHMENT #1

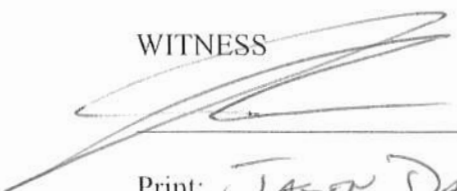
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

 5-7-21

LCWA, Executive Director
Federal ID#: 59-6018003

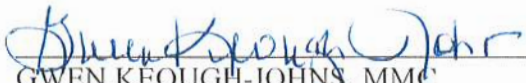
WITNESS


Print: JASON DANAHER

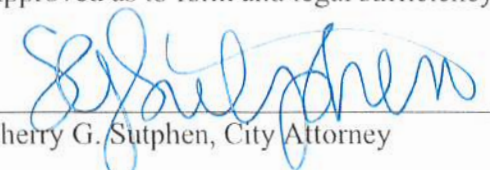
CITY OF MOUNT DORA


CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida
Federal ID#: 59-6000380

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



**LAKE COUNTY
WATER AUTHORITY**

27351 State Road 19 - Tavares, FL 32778
(352) 324-6141

Stormwater Treatment Grant - Application Form

The Lake County Water Authority (LCWA) initiated a grant program for stormwater retrofitting projects beginning in fiscal year 1996. The grant program targeted municipality/community projects within Lake County that were aimed at enhancing water quality within our waterbodies. The Stormwater Treatment Grant will be administered through the Lake County Water Authority and evaluated by a Technical Evaluation Team (TET), with final award of available grant funds by the LCWA Board of Trustees.

For fiscal year 2020-2021, \$754,738 has been made available to fund this grant program. At the complete discretion of the LCWA Board of Trustees, these funds may be directed to one or more applicants. The LCWA encourages applicants to submit joint community projects where applicable. Priority will be given to capital improvement projects that are ready for construction or implementation, especially where funds can be fully expended or encumbered by the end of fiscal year 2022 (September 30, 2022). The applicant may include land acquisition cost if the purchase must be made specifically to implement the project. Costs for stormwater studies and engineering design associated with construction and/or alternative technologies that can be demonstrated to provide pollutant removal may be included. These projects may receive a lower prioritization than projects that are ready for construction. All applicants must provide an estimate of pollutant loading in the application. Projects submitted without an estimate of pollutant loading may be excluded from further consideration.

The Stormwater Treatment Grant Program is intended to fund the removal of pollutants that are currently discharging into our lakes and wetlands. The program is not intended to fund the treatment of any new or re-developed areas to meet local, state, or federal stormwater permitting requirements. The program is further not intended to fund flooding problems or system repairs with little or no amount of pollution removal. The applicant will be responsible for all maintenance and operation cost associated with each project.

The Lake County Water Authority shall receive applications no later than 4:00 p.m. December 11, 2020 to be considered. The TET will act upon the individual applications in the form of a recommendation by January 15, 2021. TET's formal recommendations will then be sent along with the accompanying applications to the LCWA Board of Trustees for their review. The Lake County Water Authority Board of Trustees will discuss the Technical Evaluation Team's recommendation and make their formal award of the grant(s) during their regularly scheduled meeting on February 24, 2021. Actual payment will be in the form of a reimbursement to the municipality/community of the proposed project in accordance with approved plans as submitted. **Payment will not be provided for work initiated prior to contract execution.**

Please provide an electronic submittal (CD or flash drive) of the grant application. There is no limit to the number of projects that can be submitted.

ATTACHMENT #1

Applicant Information

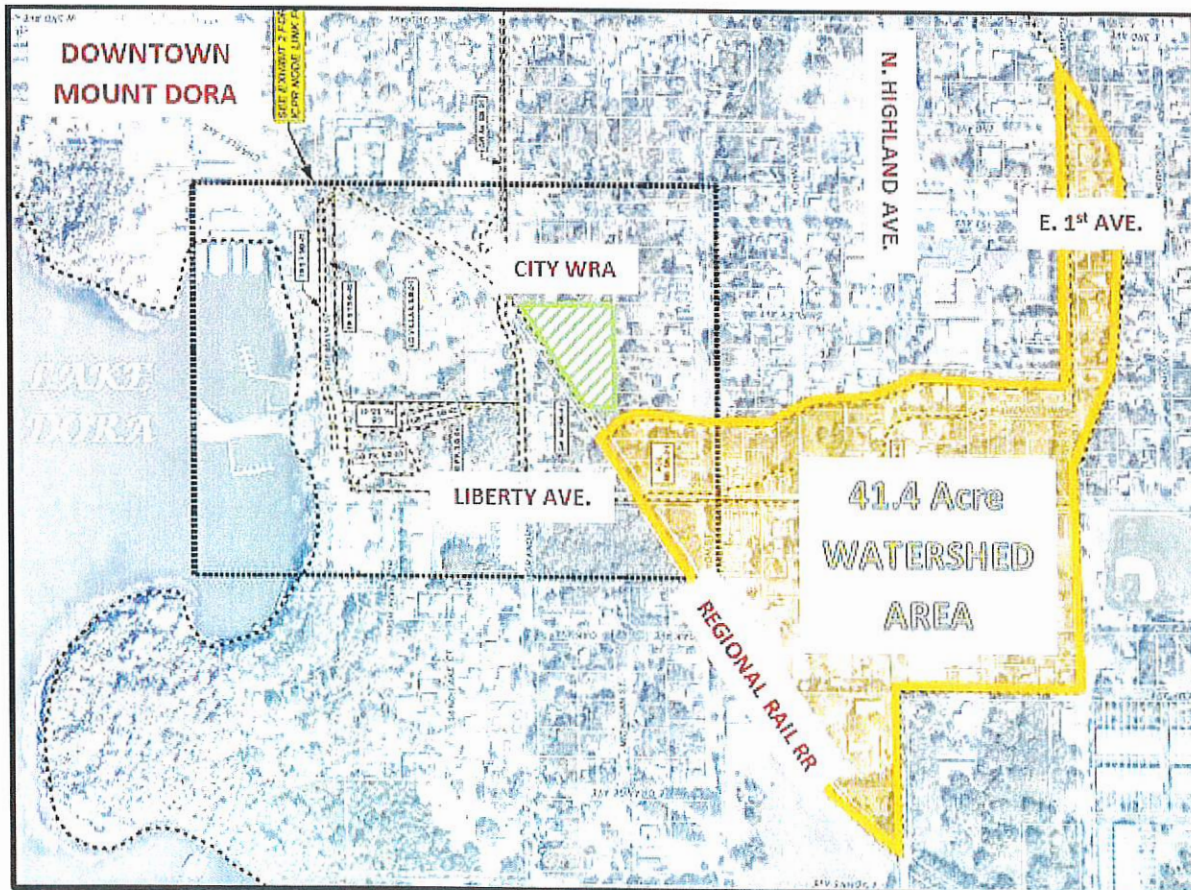
Municipality or Community Name City of Mount Dora	Contact Josef Grusauskas
Phone Number (352) 735-7151 ext. 1807	Title Utilities & Plant Operations Director
Project Name Liberty Avenue Stormwater Treatment Project	E-mail grusauskasj@cityofmountdora.com
Mailing Address Utilities & Plant Operations Department, 900 N. Donnelly Street, Mount Dora, FL 32757	
Federal ID Number 59-6000380	

Location Maps

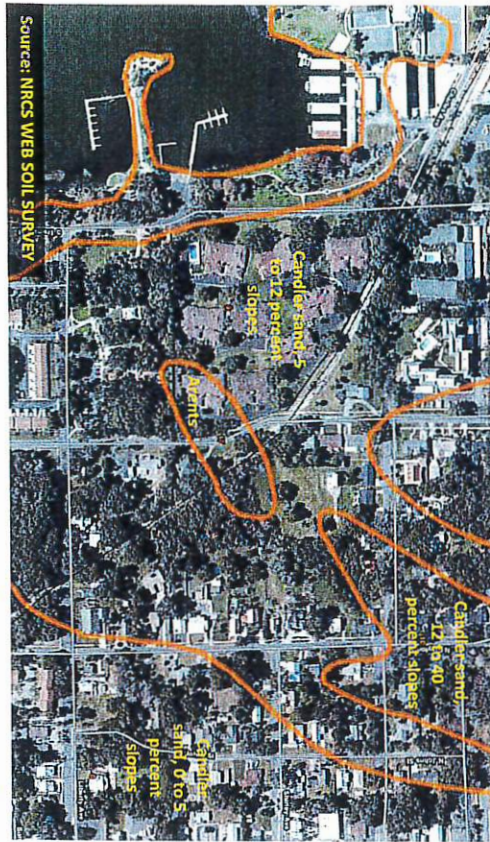
Please provide the following required information

- ☐ Location of proposed stormwater treatment (attach legible aerial photographs, maps or other materials to adequately depict the watershed, receiving water, and area of the proposed treatment including names of affected water bodies and street names where appropriate).

Liberty Avenue Water Quality Treatment Project

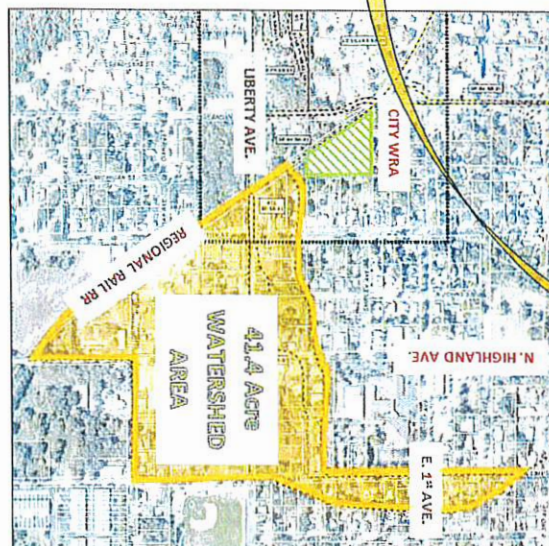
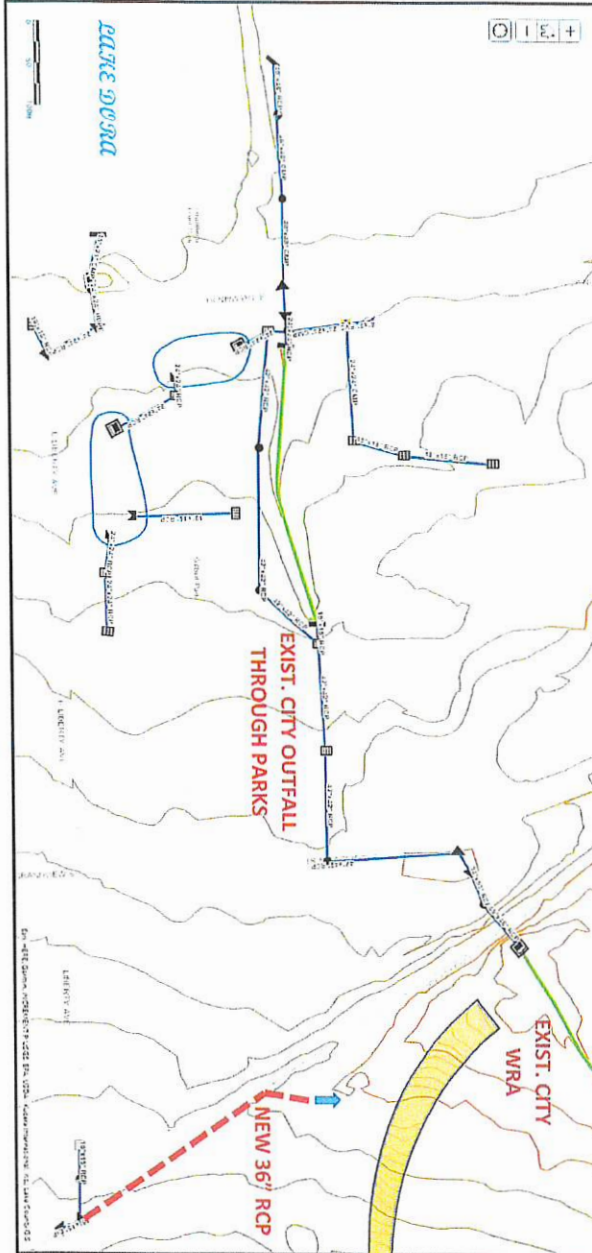
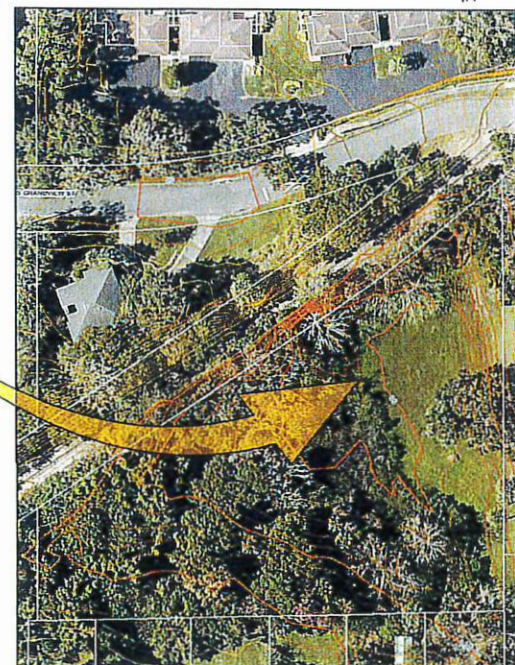


LOCATION MAP and WATERSHED AREA

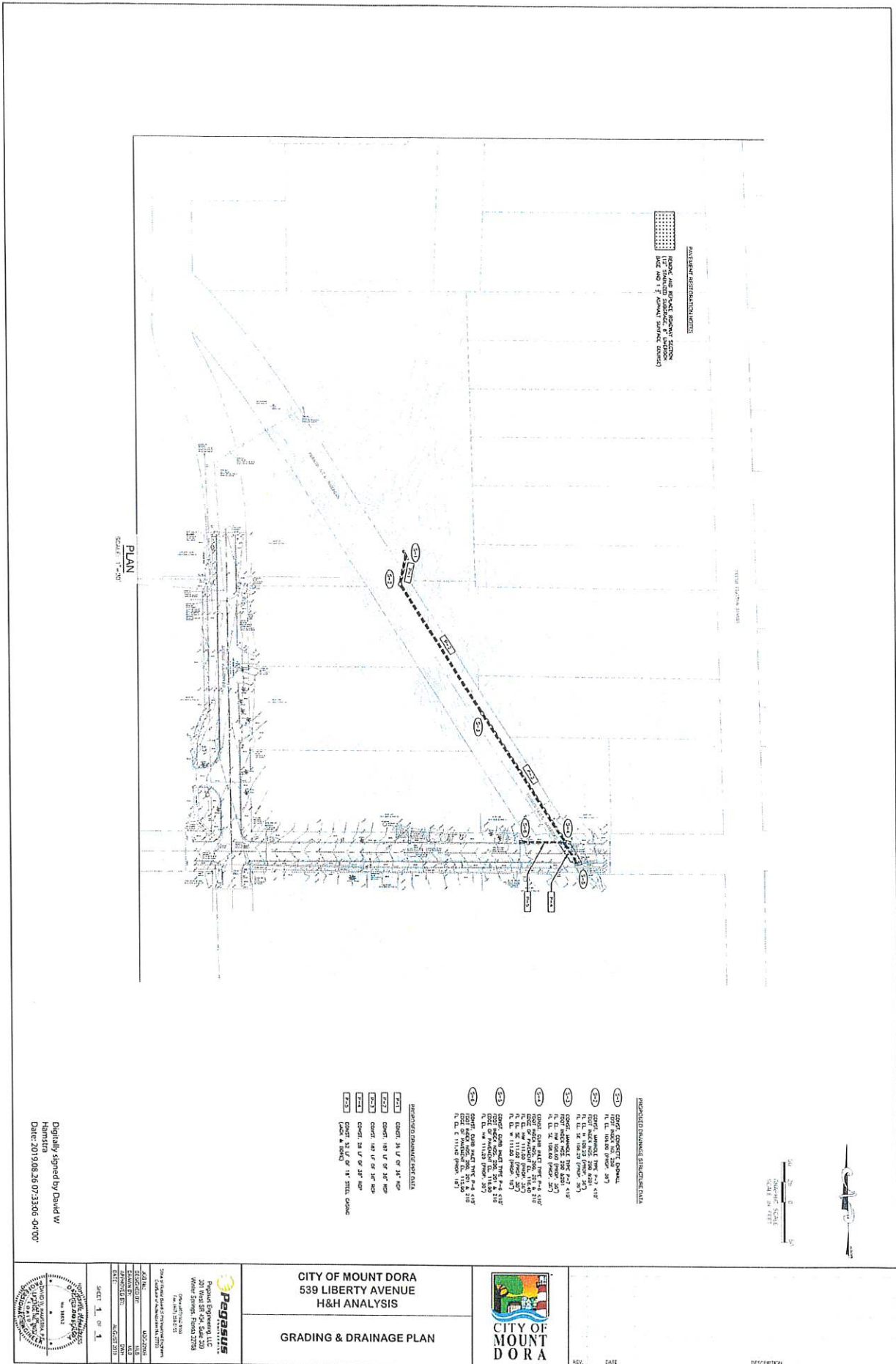


The project is designed to intercept stormwater runoff from a 41.4 acre mixed residential and commercial section of town that presently drains untreated directly to Lake Dora. We will convey the intercepted water to an existing natural low area that the City uses as a stormwater detention pond. The pond discharge is controlled by an existing concrete structure with a weir and a lower level circular orifice for drawdown. We plan to replace the open orifice with a perforated pipe underdrain wrapped with filter fabric and buried in a conventional sand filter filter bed to enhance the level of nutrient removal for the entire pond discharge.

Liberty Avenue Water Quality Treatment Project



ATTACHMENT #1



ATTACHMENT #1

Please provide input on the following criteria that will be evaluated:

- ☐ **Overall Project:** Description of proposed stormwater treatment project. Discuss the technical merits of the project. Provide the associated cost estimate for portion related to water quality treatment. Include an estimate for any additional work if the stormwater element is part of a larger project, the schedule with a completion date, and the estimated operation/maintenance plan for the proposed project. (14 points max)

Technical Merits:	Liberty Avenue Water Quality Treatment Project
This is a smart and efficient storm water quality improvement project that leverages existing relationships and resources to maximize results while controlling costs. The City owns a natural retention area, but it is difficult to reach by the City streets. The key that enabled use of the existing pond was the willingness of Regional Rail's managers to permit us to lay the conveyance pipe in their railroad R.O.W. That saves the cost of buying land, excavating a new pond, shortens the length of pipe needed to intercept runoff from the 41.4 acre watershed, and eliminates pavement restoration needed under the alternative plan. We plan to add a filtered underdrain to the pond.	
Cost Related to Water Quality Treatment:	
The project is entirely related to storm water quality treatment. The City has already paid an engineer over \$67,000.00 to produce a 60% plan. The City will pay 100% of remaining engineering fees needed to complete plans and construction documents. The engineer's estimate of probable construction cost is \$285,739.00.	
This project is not part of a larger project.	
Project Schedule:	
We anticipate a four month construction schedule. The City prefers to do their storm-water related construction work during the dry season. Subject to timing of City Council approvals, we plan to start construction November 30, 2021 and complete the work March 31, 2022.	
Operation and Maintenance:	
Once installed the pipe is designed to self clean, discharging to the City WRA. The maintenance effort will be focused on the City WRA which is already part of the City's routine maintenance program.	

ATTACHMENT #1

- ☐ **Status of Project:** Which phases of the project have been completed? Provide realistic completion dates for the remaining phases. Requested contract time from the date of award to the completion of the project. **(5 points max)**

Conceptual COMPLETE
Study COMPLETE
Design 60% plan is done. 100% plan to be completed before March 31, 2021.
Permits Expect SJRWMD permit before May 30, 2021.
Bid Packages Prepared Bid packages can be completed during permit process, say by May 30, 2021.
Time from Award to Project Completion We expect that construction can be completed well within four months of contract award.

- ☐ **Public Benefit:** Identify the receiving waterbody. Explain the type of existing public access to the receiving waterbody (Public Ramps, Public Docks, Adjacent Public Parks, etc.). Discuss the expected public benefit by implementing the project. **(19 points max)**

The project utilizes an existing piped outfall that discharges into Lake Dora at Granthum Point near the iconic Lighthouse. About 340 LF of the outfall runs through Gilbert Park in a landscaped stream that is designed to collect sediment as part of its environmental treatment function. The Granthum Point Lighthouse is located in the same scenic cove that serves the Mount Dora Marina, well used public boat ramps, a lake shore strolling park, and our popular Palm Island Boardwalk access to Palm Island Park nature area. The principal public benefit will be nutrient removal from stormwater discharge into this public recreation area, an important contribution to improving water quality in Lake Dora. The project location in close proximity to the parks and our future bicycle trail affords us a unique opportunity to place an educational display board in front of the many park visitors. The display can explain the environmental benefits provided by the stormwater treatment facilities as supported by the project partners in an interesting and informative format. Increased public awareness of the benefits from environmental improvement projects has ripple effects leading to responsible behavior and future project support.

ATTACHMENT #1

Public Benefit (continued):



Looking down into City WRA at existing control structure from adjacent railroad embankment.



Looking south along railroad tracks toward Liberty Avenue along the future pipe alignment.

ATTACHMENT #1

- ☐ **Pollutant Removal:** Identify the size of the area (in acres) proposed for treatment, the percent of the watershed that is impervious, the types of pollutants targeted for removal, and the type and percent efficiency of the treatment method selected. Estimate the pounds of the target pollutants that will be removed per year and identify the method used to calculate these totals. Include the acreage and volume of any retention ponds as well as any soil information that may be available. **(29 points max)**

Size of basin intercepted for treatment: 41.4 acres. Percent impervious area: 25%
Treatment method: online retention pond with filtered underdrain. Soil: Candler sands
Reference is made to the May 1995 Gilbert Park Drainage Basin study by DRM&P that estimated pollutant load removal for the the City WRA based on inflow from the 172 acre Gilbert Park Basin. Pollutants analyzed included Total Nitrogen, Total Phosphorus, Biochemical Oxygen Demand, Suspended Solids, Total Zinc, and Total Lead. Using Harvey Harper's 1994 "Stormwater Loading Rate Parameters for Central and South Florida" applied to the corresponding land use types in the 172 acre basin, an annual pollutant load to Lake Dora was generated. DRM&P found that the City WRA has the capacity to retain and percolate 83% of all annual rainfall runoff volume from the basin. Consequently, they conservatively claimed an 80% pollutant load removal rate. While the 41.4 acre area to be intercepted with the current proposed project was a part of the 1995 DRM&P study, it does not physically drain to the City WRA today. This proposed project will intercept untreated runoff from the 41.4 acre watershed and use the available treatment capacity in the City WRA. Please see the Water Quality Assessments chapter from the 1995 DRM&P study appended at the end of this application. Using the same 80% pollutant removal rate prorated for 41.4 of the 172 acre basin against the results in Table V.3, we estimate the following annual pollutant load removal in kilograms/year: TN = 151; TP = 19; BOD = 540; TSS = 2,983; TZn = 5.4; TPb = 4.9

- ☐ **Type of Project:** What type of project is proposed by the applicant? **(15 points max)**

(Circle appropriate answer)

☒	Stormwater Construction Only	15 points
☐	Engineering Design and Construction	9 points
☐	Engineering Design, Construction, and Land Acquisition	6 points
☐	Stormwater Study	3 points
☐	Other Pollutant Removal Items	0 points

ATTACHMENT #1

Annual Pollutant Load Reduction Calculation

for

Liberty Avenue Water Quality Treatment Project

Table V.3
Gilbert Park Basin
Annual Pollutant Load in Kg/Yr.
Contributing to Retention Facility

Land Use	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	0.5	1.4	0.16	3.8	16	0.03	0.03
Medium Density Residential	137.5	643.5	81.13	1966.4	7714	16.78	11.41
High Density Residential	1.5	12.8	2.58	57.6	384	0.28	0.45
Commercial	14.5	75.2	9.43	523.8	4977	7.41	9.21
Industrial	0.4	3.2	0.55	17.4	169	0.24	0.38
Institutional	12.6	39.3	4.41	233.3	2207	3.25	4.13
Open Land	2.5	2.7	0.13	2.4	19	0.01	0.05
Agriculture (citrus)	2.4	7.0	1.33	8.7	53	0.00	0.00
Basin Total	172	785	100	2813	15539	28.0	25.7
Annual pollutant load reduction (this project): multiply by 0.192		151	19	540	2983	5.4	4.9

BMP removal rate = 80%

41.4 Ac. / 172 Ac. = 0.24

0.8 x 0.24 = 0.192 reduction factor

Source: Gilbert Park Drainage Basin Application for Conceptual Permit prepared by Dyer, Riddle, Mills & Precourt, Inc., May 1995 for the City of Mount Dora

ATTACHMENT #1

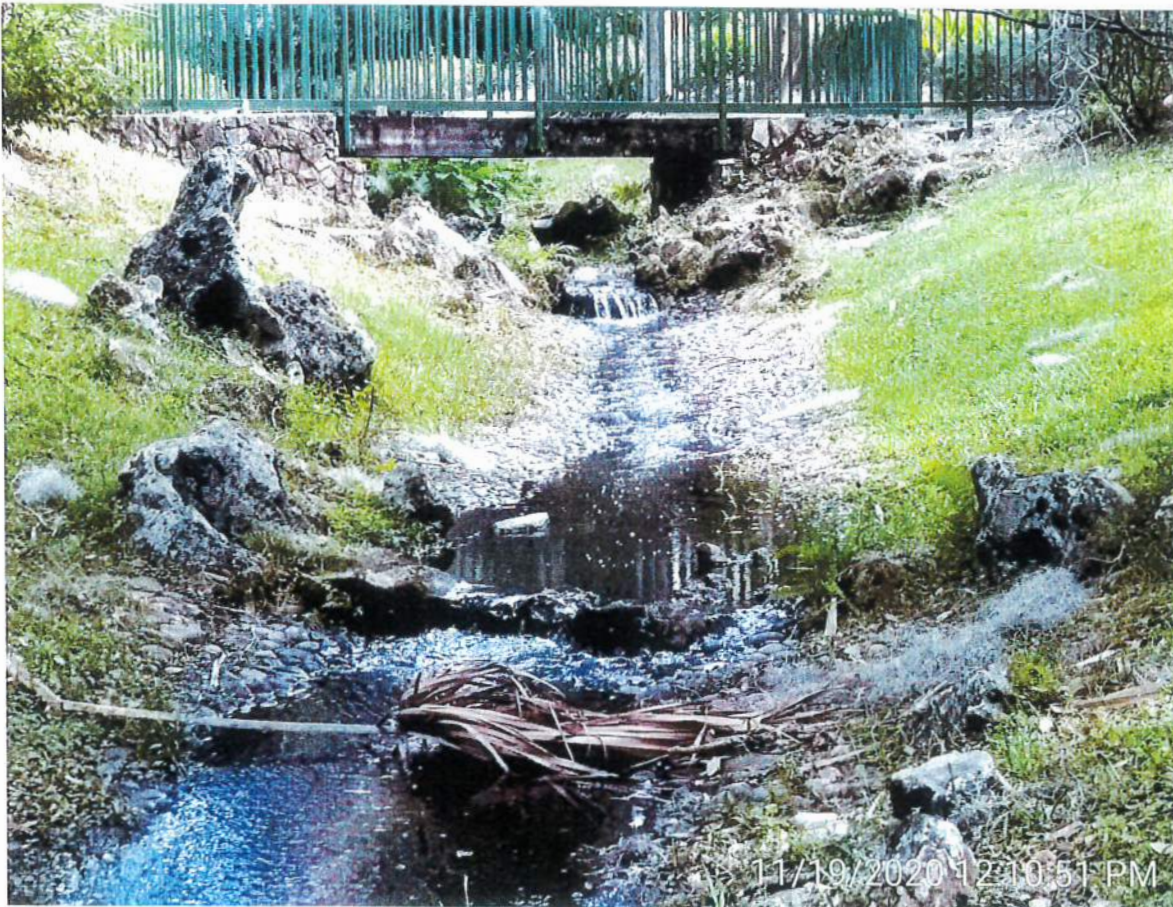
- ☐ **Cost Sharing:** What level of cost sharing is requested (stormwater element only)?
(15 points max)

(Enter appropriate percentage in correct category)

☐ %	0 to 25% LCWA reimbursement of project cost	15 points
☐ %	26 to 50% LCWA reimbursement of project cost	12 points
☐ %	51 to 75% LCWA reimbursement of project cost	6 points
☒ 100%	76 to 100% LCWA reimbursement of project cost	3 points

- ☐ List additional funding partners and amount of proposed funding (stormwater element only)

Agency	Amount	Percentage
NONE		
Total		100



Environmental treatment stream flows through Gilbert Park, part of outfall from City WRA.

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The following table represents a compilation of the six categories with their respective possible points that the Technical Review Team will utilize to evaluate and score the application. Each Team member will score each application individually and rank them from high to low. The Team will combine each Team member's ranking into an overall ranking. This final ranking will represent the basis for their final recommendation to the Board of Trustees of the Lake County Water Authority. It will be the responsibility of the Board of Trustees to determine those projects that warrant grant funds and the amount of funds to be awarded. Please keep in mind that the Technical Review Team cannot make assumptions regarding your application, so be as complete as possible with the package of materials that you provide.

Category	Possible Points	Points Awarded	Notes/Comments
Overall Project	14		
Status of Project	5		
Public Benefit	19		
Pollutant Removal	29		
Type of Project	15		
Cost Sharing	18		
Totals	100		

Reviewer Comments (attach an additional sheet if necessary):



Application for Conceptual Permit

St. Johns River Water Management District

GILBERT PARK DRAINAGE BASIN

City of Mount Dora

Prepared by:
Dyer, Riddle, Mills & Precourt, Inc.
Orlando, Florida

May 1995

This report has been prepared by Dyer, Riddle, Mills & Precourt, Inc., Consulting Engineers, Orlando, Florida, for Conceptual Approval of drainage improvements within the Gilbert Park Drainage by the St. Johns River Water Management District. The approach of the report is from a system perspective, identifying problems areas and recommending solutions on a basin-wide basis. The recommended solutions address both water quantity and quality. Certain assumptions have been made in preparing this report and have been documented throughout.

Mark D. Sweeney, P.E.
Project Engineer
Dyer, Riddle, Mills & Precourt, Inc.

ATTACHMENT #1

wetland. Runoff from greater storm events would be diverted through approximately 325 feet of 36-inch RCP to the 42-inch CMP outfall at Tremain Street and discharge into Lake Dora. Please see Appendix G for Master Drainage Plan and Profiles for this alternative.

V. WATER QUALITY ASSESSMENTS

In an effort to quantify the benefits of stormwater treatment within the Gilbert Park Basin, an analysis has been performed to estimate the amount of pollutants removed by the proposed treatment facility. The first step in this analysis is to quantify the amount of pollutants presently carried in stormwater runoff from this basin to Lake Dora. The next step is to estimate the potential pollutant removal capability of the proposed treatment. Finally, a comparison is made between the untreated pollutant load and the pollutant load after treatment. A more detailed description of this procedure follows.

In order to exactly quantify the amount and type of each pollutant carried in the stormwater runoff from this basin, an extensive monitoring program would be required to sample every storm event producing runoff. This is obviously not economically feasible to do in most basin studies. For this study, sampling data provided from other similar studies are used as the basis of estimating the pollutant loads within the Gilbert Park basin. While stormwater runoff carries many different chemical compounds, the relative quality of runoff can be estimated utilizing only a few indicator or "priority" chemical parameters. In this study, the indicator parameters were chosen to be Total Nitrogen, Total Phosphorus, Biochemical Oxygen Demand, Total Suspended Solids, Total Zinc and Total Lead because of the large amount of sampling data available on these parameters.

The major basin parameter affecting pollutant load is generally accepted to be land use. Studies have shown relatively high pollutant loads from highly urbanized areas which contribute large amounts of runoff due to increased imperviousness over rural lands.

ATTACHMENT #1

To simplify the task of quantifying the amount of pollutants in the runoff, pollutant loading values from other studies performed on similar land use types were collected and compiled. The source of the loading values presented herein is a literature search performed by Harvey Harper entitled "Stormwater Loading Rate Parameters for Central and South Florida" updated in 1994. This source presents loading information for twelve (12) different land use types. Corresponding land use types were identified within the Gilbert Park basin and combined with their respective pollutant loading rates as shown in Table V.1. To quantify the existing annual pollutant load from the basin, the loading rate is applied to the amount of each type of land use within the basin. The results of this analysis are presented in Table V.2.

To estimate the pollutant removal efficiency of the proposed retention facility located upstream of the railroad tracks, storage volume and rainfall distribution must be considered. Using the overflow structure within the retention pond as the point of reference, it is assumed that storm events which are completely retained (no outflow from the pond occurs) receive 100 percent treatment. It is then necessary to determine the largest storm event which will be completely retained within the pond. Using stage/storage relationships previously determined in the retention pond, approximately 9.5 acre-feet of retention storage is available. This volume translates into a depth of 0.6 inches over the 172 acre basin contributing to the retention facility. The pollutant load from this slightly smaller basin is presented in Table V.3. Estimating the contributing basin annual runoff coefficient at 0.5 from existing land uses, 1.2 inches of rainfall could be completely retained within the pond. Utilizing this information and data derived by Martin Wanielista in "Stormwater Management" (1993), it is estimated that 83 percent of the annual total rainfall volume is retained completely. Therefore, using assumptions stated previously, approximately 80 percent of the annual pollutant load generated in the basin would be removed utilizing the retention pond. The annual pollutant load from the treated basin is presented in Table V.3.

ATTACHMENT #1

**Table V.1
Gilbert Park Basin
Pollutant Load Rate Table in Kg/Acre-Year**

Land Use	Data Source	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	1	2.88	0.32	7.6	31.9	0.064	0.052
Medium Density Residential	1	4.68	0.59	14.3	56.1	0.122	0.083
High Density Residential	1	8.51	1.72	38.4	256.0	0.188	0.299
Commercial	1	5.18	0.65	36.1	343.0	0.511	0.635
Industrial	1	7.30	1.24	39.5	383.0	0.543	0.872
Institutional	2	3.13	0.35	18.5	175.3	0.258	0.328
Open Land	1	1.07	0.05	1.0	7.6	0.005	0.021
Agriculture (citrus)	1	2.91	0.55	3.6	21.9	---	---

1. From "Estimation of Stormwater Loading Rate Parameters for Central and South Florida", pg 48, Harvey Harper, 1992
2. Average of Open Land and Commercial loading rates

ATTACHMENT #1

Table V.2
Gilbert Park Basin
Annual Pollutant Load in Kg/Yr.
to Lake Dora

Landuse	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	1.6	4.6	0.51	12.1	50	0.10	0.08
Medium Density Residential	137.5	643.5	81.13	1966.4	7714	16.78	11.41
High Density Residential	13.6	115.7	23.39	522.2	3482	2.56	4.07
Commercial	14.5	75.2	9.43	523.8	4977	7.41	9.21
Industrial	0.4	3.2	0.55	17.4	169	0.24	0.38
Institutional	12.6	39.3	4.41	233.3	2207	3.25	4.13
Open Land	2.5	2.7	0.13	2.4	19	0.01	0.05
Agriculture (citrus)	2.4	7.0	1.33	8.7	53	0.00	0.00
Basin Total	185	891	121	3286	18671	30.3	29.3

Note: Loads are calculated as the product of land use area and loading rate presented in Table V.1 for each parameter.

ATTACHMENT #1

**Table V.3
Gilbert Park Basin
Annual Pollutant Load in Kg/Yr.
Contributing to Retention Facility**

Land Use	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	0.5	1.4	0.16	3.8	16	0.03	0.03
Medium Density Residential	137.5	643.5	81.13	1966.4	7714	16.78	11.41
High Density Residential	1.5	12.8	2.58	57.6	384	0.28	0.45
Commercial	14.5	75.2	9.43	523.8	4977	7.41	9.21
Industrial	0.4	3.2	0.55	17.4	169	0.24	0.38
Institutional	12.6	39.3	4.41	233.3	2207	3.25	4.13
Open Land	2.5	2.7	0.13	2.4	19	0.01	0.05
Agriculture (citrus)	2.4	7.0	1.33	8.7	53	0.00	0.00
Basin Total	172	785	100	2813	15539	28.0	25.7

Estimated Retention Facility Treatment Efficiency: 80% *

	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Basin Total after Treatment	157	20	563	3108	5.6	5.1

*Please see Page 10 .

ATTACHMENT #1

To fully understand the effect of the proposed retention facility on the entire Gilbert Park Basin, the treated portion must be summed with the untreated portion flowing to Lake Dora and then compared to the existing untreated pollutant load from the basin. This analysis is presented in Table V.4. As can be seen, the proposed retention facility will provide a 66-to-74 percent reduction in annual pollutant loads from the entire Gilbert Park Basin.

ATTACHMENT #1

**Table V.4
Gilbert Park Basin Annual Pollutant Load in Kg/Yr.
Untreated Portion of Basin Contributing to Lake Dora and
Total Load to Lake Dora from Treated and Untreated Portions**

Land Use	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	1.1	3.1	0.35	8.2	34	0.07	0.06
Medium Density Residential	0.0	0.0	0.00	0.0	0	0.00	0.00
High Density Residential	12.1	103.0	20.81	464.6	3098	2.27	3.62
Commercial	0.0	0.0	0.00	0.0	0	0.00	0.00
Industrial	0.0	0.0	0.00	0.0	0	0.00	0.00
Institutional	0.0	0.0	0.00	0.0	0	0.00	0.00
Open Land	0.0	0.0	0.00	0.0	0	0.00	0.00
Agriculture (citrus)	0.0	0.0	0.00	0.0	0	0.00	0.00
Basin Total	13	106	21	473	3132	2.3	3.7

Total Pollutant Load to Lake Dora from treated and untreated portions of Gilbert Park Basin

Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
263	41	1036	6240	8	9

Estimated Gilbert Park Basin Wide Pollutant Load Reduction due to proposed Retention Facility

Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
70%	66%	68%	67%	74%	70%

ATTACHMENT #2

AMENDMENT #1 TO LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM AGREEMENT TO FUND THE CITY OF MOUNT DORA LIBERTY AVENUE STORMWATER TREATMENT PROJECT

This AMENDMENT # 1 to LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM AGREEMENT TO FUND MOUNT DORA'S LIBERTY AVENUE STORMWATER TREATMENT PROJECT (the "Agreement"), made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a Special District of Lake County, Florida authorized and governed by Chapter 2005-314, Laws of Florida, its successors and assigns, whose address is 27351 SR 19, Tavares, Florida 32778, hereinafter referred to as the "AUTHORITY", through its Governing Board, and the CITY OF MOUNT DORA, whose address is 510 North Baker Street, PO Box 176, Mount Dora, FL 32757 hereinafter referred to as "MOUNT DORA".

WHEREAS, the AUTHORITY and the MOUNT DORA entered into the Agreement on May 4, 2021; and

WHEREAS, it is the intent of the parties to amend the Agreement to reflect the project and term revisions as hereinafter stated.

NOW, THEREFORE, the Agreement is hereby revised, as shown in strike through and underline format, as follows:

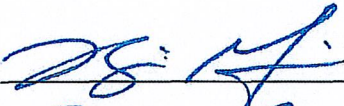
Section Two. of the Agreement is amended as follows:

2. This Agreement shall begin upon execution by both parties and end no later than ~~twenty-four (24) months~~ September 4, 2023, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of ~~this the~~ original agreement. This agreement may be amended to provide for additional services if additional funding is made available by the Authority.

ATTACHMENT #2

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this AMENDMENT # 1 TO LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM AGREEMENT TO FUND THE MOUNT DORA'S LIBERTY AVENUE STORMWATER TREATMENT PROJECT on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

Signature: 
Print name: BENJAMIN GARCIA
LCWA Executive Director

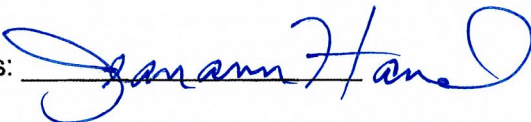
Date: 3/23/23

Witness: Steve Crawford

CITY OF MOUNT DORA

Signature: 
Print name: CRISSY STILE
MOUNT DORA ~~City Manager~~ Mayor

Date: JUNE 7, 2023

Witness: 

LCWA Amendment 1 to MOUNT DORA'S LIBERTY AVENUE STORMWATER TREATMENT PROJECT.

**AMENDMENT #2 TO LAKE COUNTY WATER AUTHORITY STORMWATER
GRANT PROGRAM AGREEMENT TO FUND THE CITY OF MOUNT DORA
LIBERTY AVENUE STORMWATER TREATMENT PROJECT**

This AMENDMENT # 2 to *LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM AGREEMENT TO FUND MOUNT DORA'S LIBERTY AVENUE STORMWATER TREATMENT PROJECT* (the "Agreement"), made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a Special District of Lake County, Florida authorized and governed by Chapter 2005-314, Laws of Florida, its successors and assigns, whose address is 27351 SR 19, Tavares, Florida 32778, hereinafter referred to as the "AUTHORITY", through its Governing Board, and the CITY OF MOUNT DORA, whose address is 510 North Baker Street, PO Box 176, Mount Dora, FL 32757 hereinafter referred to as "MOUNT DORA".

WHEREAS, the AUTHORITY and the MOUNT DORA entered into the Agreement on May 4, 2021; and

WHEREAS, it is the intent of the parties to amend the Agreement to reflect the project and term revisions as hereinafter stated.

NOW, THEREFORE, the Agreement is hereby revised, as shown in strike through and underline format, as follows:

Section Two. of the Agreement is amended as follows:

2. This Agreement shall begin upon execution by both parties and end no later than ~~twenty-four (24) months September 4, 2023~~ March 31, 2024, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of ~~this~~ the original agreement. This agreement may be amended to provide for additional services if additional funding is made available by the Authority.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this AMENDMENT #2 TO LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM AGREEMENT TO FUND THE MOUNT DORA'S LIBERTY AVENUE STORMWATER TREATMENT PROJECT on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

Signature: 
Print name: BOBBY BONILLA
LCWA Executive Director

Date: 10-3-23

Witness: 

CITY OF MOUNT DORA

Signature: _____
Print name: _____
MOUNT DORA Mayor

Date: _____

Witness: _____

LCWA Amendment 2 to MOUNT DORA'S LIBERTY AVENUE STORMWATER TREATMENT PROJECT.



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

November 2, 2023

Crissy Stile, Mayor
City of Mount Dora
510 North Baker St
Mount Dora, FL 32757
stilec@cityofmounddora.com

Re: Mount Dora #2 James Snell WRF
DW Facility ID #FLA268542
OGC Case No: 23-0151
Lake County

Dear Mayor Stile:

Enclosed is a Consent Order ("Order") prepared by the Department for resolution of the referenced enforcement case. Please review this document and within 15 days of receipt, return a signed copy to the Department. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact David Smicherko at 407-897-7169 or via e-mail at David.Smicherko@FloridaDEP.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Watkins", is written over a horizontal line.

Aaron Watkins, Director
Central District

Enclosure: Consent Order #23-0151

cc: Patrick Comiskey, City Manager comiskeyp@ci.mount-dora.fl.us
Patrick Brackins, Shepard, Smith, Kohlmyer & Hand, P.A. pbrackins@shepardfirm.com

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	CENTRAL DISTRICT
	)	
v.	)	OGC FILE NO. 23-0151
	)	
CITY OF MOUNT DORA	)	
_____	)	

CONSENT ORDER

This Consent Order (Order) is entered into between the State of Florida Department of Environmental Protection (Department) and City of Mount Dora (Respondent) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the Mount Dora #2 – James Snell WRF, a 1.25 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity Modified Ludzak-Ettinger (MLE) oxidation ditch domestic wastewater treatment facility (Facility) and its wastewater collection system (Collection System). The Facility/Collection System is operated under Wastewater Permit No. FLA268542 (Permit), which was issued on December 23, 2016 and will expire on December 22, 2026. The Facility is located at 1850 SR-46 Mount Dora, FL 32757, in Lake County, Florida (Property). Respondent owns the Property on which the Facility is located.
4. The Department finds that the following violations occurred:

a) Respondent failed to operate the Collection System in the Sullivan Ranch Subdivision in a manner to control objectionable odors. Odors were noted from the Collection System on September 15, 2022. This is in violation of Chapter 62-604.400(2)(c).

b) Respondent failed to operate the Facility in a manner to control objectionable odors. Odors were noted extending beyond the boundaries of the Facility on January 18, 2023, and on May 11, 2023. This is in violation of Chapter 62-600.400(2)(a), F.A.C.

5. A Compliance Evaluation Inspection conducted on April 21, 2023, noted the following violations:

- a) The influent composite sampler program was not set up to collect a 16-hour flow proportioned composite sample in violation of Chapter 62-600.660(3)(b), F.A.C.
- b) The sample volume for effluent composite sampler was less than the required 100 milliliters per aliquot, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FS 2400.
- c) The calibration of the HACH DR900 colorimeter was not being checked with primary standards. This check must be performed annually, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FT 2000
- d) The calibration verification of the HACH TL2300 turbidimeter was not recorded in the turbidimeter calibration logbook, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FT 1600.
- e) The calibrations of the continuous online turbidity analyzer and continuous online residual chlorine analyzer are not being performed at the frequency described in the approved reuse Operating Protocol, in violation of Chapter 62-610.463(2), F.A.C.
- f) Nutrient samples are not being preserved immediately after the last sample collection cycle of the effluent composite sampler, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FS 1000.

- g) The Discharge Monitoring Reports (DMRs) are not being filled out correctly. Data reported on Part A and Part B of the DMRs for May and October 2022 and January 2023 do not match, in violation of Chapter 62-600.650(5) F.A.C.
- h) Documentation of the current calibration for the flow meters was not available at the time of the inspection, in violation of Chapter 62-620.350(1), F.A.C.
- i) There was no Operations and Maintenance Manual for the Collection System available for review at the time of the inspection, in violation of Chapter 62-604.500(4), F.A.C.

The Respondent has resolved the violations noted in Paragraphs 5.a-h.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

6. Respondent shall comply with the following corrective actions within the stated time periods:

- a) Within 120 days of the effective date of this Order, Respondent shall submit to the Department an Odor Control Plan prepared by a professional engineer registered in the state of Florida, of the Facility and the Collection System in the Sullivan Ranch subdivision, to discover the cause or causes of the violation identified in paragraph 4 above.
- b) Within 15 days of the due date for submission of the Odor Control Plan in paragraph 6.a), Respondent shall initiate a 180-day Odor Control Study, conducted by a professional engineer registered in the state of Florida, to evaluate the Facility and Collection System, investigate potential causes or sources of odors, and mitigate odors on a daily basis. The Odor Control Study shall include at a minimum: monitoring at the points established in the approved Odor Control Plan and include the date, time,

location, air temperature, air pressure, wind speed and direction and a description of any odors detected during each monitoring event.

c) Within 120 days of completing the Odor Control Study, the Facility shall submit and obtain Department approval of, the results of the Odor Control Study and an Updated Odor Control Plan including necessary Facility and/or Collection System design modifications, prepared and submitted under seal by a professional engineer registered in the state of Florida, if such design modifications are required, to remedy the cause or causes of the violations identified in paragraph 4 above and ensure the Facility and Collection System will reliably function in compliance with all applicable rules.

d) Within 90 days of Department approval of the Updated Odor Control Plan in paragraph 6.c), Respondent shall submit a complete application for a Department wastewater permit to construct the modifications submitted pursuant to paragraph 6.c), if such a permit is required. In the event the Department requires additional information to process the permit application, the Respondent shall provide a written response containing the information requested by the Department within 30 days of the date of the request.

e) Within 365 days after issuance of the wastewater permit referenced in paragraph 6.d) above, or if no permit is required, within 180 days of the approval of the design modification(s) in paragraph 6.c), Respondent shall complete construction of the modification(s) submitted pursuant to paragraph 6.c).

f) Within 30 days after completion of the construction, Respondent shall submit to the Department a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent disposal system, and collection system have been constructed in accordance with the provisions of the Permit or, if no Permit is required the design modification(s) submitted pursuant to paragraph 6.c).

g) Within 365 days of the effective date of this Order, Respondent shall submit an updated Operations and Maintenance Manual for the collection system to resolve the violation in paragraph 5.i), above.

h) Every calendar quarter after the effective date of this Order and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Order, information about compliance or noncompliance with the applicable requirements of this Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Order during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

7. Respondent's completion of all corrective actions required by paragraphs 6. a) through h) within the respective deadlines specified thereunder shall constitute full compliance with Rules 62-600 and 62-620, F.A.C.

8. Within 30 days of the effective date of this Order, Respondent shall pay the Department \$9,750.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$9,250.00 for civil penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.

9. In lieu of making cash payment of \$9,250.00 in civil penalties as set forth in Paragraph 8, Respondent may elect to off-set the amount of \$9,250.00 by implementing a Pollution Prevention (P2) Project, which must be approved by the Department. P2 is a process improvement that reduces the amount of pollution that enters the environment; by conserving resource (including water, raw materials, chemicals, and energy) use, or by minimizing waste generation (including domestic and industrial wastewater, solid and hazardous waste, and air emissions). A P2 Project must reduce pollution or waste within the process beyond what is required by federal, state, or local law, in order to be eligible for civil penalty offset under this

Order. If Respondent chooses to implement a P2 Project, Respondent shall notify the Department of its election within 60 days of the effective date of this Order. Within 30 days of the effective date of this Order, Respondent must pay a total of \$500.00 for costs and expenses incurred by the Department, during the investigation of this matter, and the preparation and tracking of this Order.

10. If Respondent elects to implement a P2 Project as provided in Paragraph 9, Respondent shall submit a completed P2 Project Plan (Plan) within 30 days of the effective date of this Order. The Plan must be completed using Exhibit A, "P2 Project Plan" template.

11. In the event the Department requires additional information to process the Plan described in Paragraph 10; Respondent shall provide a modified Plan containing the information requested by the Department within 30 days of the date of the request.

12. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to Respondent that the balance is due.

13. In lieu of making cash payment of \$9,250.00 in civil penalties as set forth in paragraph 8 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$13,875.00. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 60 days of the effective date of this Consent Order. Notwithstanding the election to implement an in-kind project, payment of the remaining \$500.00 in costs must be paid within 30 days of the effective date of the Consent Order.

14. If Respondent elects to implement an in-kind project as provided in paragraph 13, then Respondent shall comply with all the requirements and time frames in Exhibit B entitled In-Kind Projects.

15. Except as set forth in paragraph 20 below, Respondent agrees to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 6.a) through h) of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in paragraph 16, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 8 of this Order.

16. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at:

<http://www.fldepportal.com/go/pay/>. It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

17. Except as otherwise provided, all submittals and payments required by this Order shall be sent to DEP_CD@floridadep.gov, Department of Environmental Protection, Central District 3319 Maguire BLVD Suite 232 Orlando, Florida 32803.

18. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

19. In the event of a sale or conveyance of the Facility/Collection System or of the Property upon which the Facility/Collection System is located, if all of the requirements of this

Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility/Collection System or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility/Collection System, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility/Collection System. The sale or conveyance of the Facility/collection System or the Property does not relieve Respondent of the obligations imposed in this Order.

20. If any good cause event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent may request an extension of the deadlines set forth in Paragraphs 6(a) – (h). Respondent shall have the burden of proving there is good cause for the delay, which was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's exercise of due diligence. Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall promptly notify the Department and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended and the penalties set forth above in paragraph 15 shall not be imposed. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

21. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

22. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

23. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically addressed in or resolved by this Order.

24. Respondent is fully aware that a violation of the terms of this Order may result in a civil action seeking the judicial imposition of damages, and civil penalties up to \$15,000.00 per day per violation.

25. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order with respect to the matters addressed in paragraphs (4) and (5). Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

26. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

27. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

28. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

29. Respondent shall publish the following notice in a newspaper of daily circulation in Lake County, Florida. The notice shall be published one time only within 10 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with CITY OF MOUNT DORA pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the wastewater treatment activities at 1850 SR-46 Mount Dora, FL 32757. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Central District 3319 Maguire BLVD Suite 232 Orlando, Florida 32803.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's

representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Central District 3319 Maguire BLVD Suite 232 Orlando, Florida 32803. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

30. Rules referenced in this Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

Crissy Stile, Mayor

Date

-----FOR DEPARTMENT USE ONLY-----

DONE AND ORDERED this ____ day of _____, 2023, in
_____, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Aaron Watkins
District Director
Central

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Final clerked copy furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

Exhibit A

P2 Project Plan (Plan)

(Note: Provide the information specified and delete existing text within parentheses)

(Facility Name)

(Address)

(Telephone)

(Preparer Name/Title)

A. **Project Description:** (Summarize P2 Projects selected. Describe the processes or operations to be modified, and the specific changes to be made. Include details such as the specific equipment to be installed, materials to be substituted, and the actual changes to be made to processes or operations. Include manufacturer or vendor information, and specifications.)

B. **Environmental and Economic Benefits:** (Explain why and how each Project proposed constitutes P2.

Specify how each material, chemical, water and energy is saved, and from which processes or operations. Specify how each solid and hazardous waste, industrial wastewater and air emissions are generated, the waste type, and from which processes or operations. **Describe generally in paragraph format.**

Estimate the *annual* savings in *resources* - raw materials, chemicals, water, and energy at the process or operation front end. Estimate the *annual* reductions in *wastes* - solid and hazardous waste, wastewater, and air emission reductions at the process or operation back end.

Figures quoted should represent weights or volumes annually, and should be equalized for production rate changes. Associated cost savings should be included. **Describe specifically using the tables provided.**

Complete the first table for each per Project individually. Add or average corresponding figures from each Project table to complete the Plan table, *for multiple Projects.*)

(Project Name)							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							

Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons-specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

<i>Summary of All P2 Projects</i>							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							
Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons-specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

C. **Project Cost:** (Include per Project the itemized, subtotal and Project total costs. A projected payback period in months or years needs to be included.

Provide a grand total cost for all Projects and an averaged projected payback period, *for multiple Projects. Use list or table format for all.*)

D. **Implementation Schedule:** (Provide a brief discussion of the steps necessary to implement the Projects and expected time frames for completion. A table or list format is

preferred. The schedule shall include a list of milestones with dates, or timeframes based on Plan approval date, including Progress and Final Report submittals. Provide a description of any anticipated problems and options. *The implementation should take no longer than six months to complete.*)

E. Project Reporting:

1. Within 90 days of approval of the Project Plan, the Respondent shall submit a P2 Project Progress Report to the Department that describes the Respondent's progress in implementing the P2 Project and meeting the requirements in the Plan, and includes a list of equipment ordered, purchased, and/or installed.
2. Within 180 days of approval of the Plan, the Respondent shall submit to the Department a P2 Project Final Report that includes the following.
 - a. A confirmation that the information presented in Sections A-C of the Summary is unchanged, or an updated version with the sections changed appropriately. A statement that the Project(s) was/were implemented successfully. An explanation of any problems encountered and corrections applied.
 - b. Attached expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Project.
3. The Department shall review the Final Report and determine:
 - a. Whether the project was properly implemented; and
 - b. Which expenses apply toward pollution prevention credits.
4. A \$1.00 pollution prevention credit for each \$1.00 spent on applicable costs will be applied against the portion of the civil penalty that can be offset.
 - a. The following costs are allowable to offset the allowable amount of the civil penalty:
 - i. Preparation of the P2 Project;
 - ii. Design of the P2 Project;
 - iii. Installation of equipment for the P2 Project;
 - iv. Construction of the P2 Project;
 - v. Testing of the P2 Project;
 - vi. Training of staff concerning the implementation of the P2 Project; and
 - vii. Capital equipment needed for the P2 Project.
 - b. The following costs shall not apply toward P2 credit:
 - i. Costs incurred in conducting a waste audit;
 - ii. Maintenance and operation costs involved in implementing the P2 Project;
 - iii. Monitoring and reporting costs;
 - iv. Salaries of employees who perform their job duties;
 - v. Costs expended to bring the facility into compliance with current law, rules and regulations;
 - vi. Costs associated with a P2 Project that is not implemented;
 - vii. Costs associated with a P2 Project that has not been approved by the Department; and
 - viii. Legal costs.
 - c. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to the Respondent that the balance is due.

5. The Department may terminate the P2 Project at any time during the development or implementation of it, if the Respondent fails to comply with the requirements in this document, act in good faith in preparing and implementing the project, or develop and implement the P2 Project in a timely manner. The Respondent may terminate the P2 Project at any time during its development or implementation.

P2 Project Progress/Final Report (Report)

(Note: Provide the information specified and delete existing text within parentheses)

(Facility Name)

(Address)

(Telephone)

(Preparer Name/Title)

A. **Project Description:** *(Confirm that the Project(s) were implemented as originally described in the P2 Project Summary/Plan, or explain and justify any changes made. Summarize any changes made from the original description by revising details for equipment installed, materials substituted, and the actual changes made to processes or operations. Include any changed manufacturer or vendor information, and specifications.)*

B. **Environmental and Economic Benefits:** *(Confirm that the natures and types of resources, and wastes predicted to be effected in the original Summary/Plan, are unchanged. Describe and explain any notable changes in resources saved up front, or wastes reduced at back of affected processes, or operations. Specify the types and nature of each change. Update the original table, as applicable.)*

Insert the original table(s) from this Section of the Summary or Plan. Update information for any changed resource or wastes. *Correct numbers presented in the table(s) for any parameters actually monitored – only if results monitoring was included as part of implementation in the original Summary or Plan.)*

C. **Project Cost:** *(Include per Project the actual itemized, subtotal and project total costs realized for each element and component of the project – including any changed items or costs. The projected payback period in months or years needs to be confirmed or corrected.*

Provide a grand total cost for all Projects and an averaged projected payback period, *for multiple Projects. Use list or table format for all.)*

D. **Project Reporting:**

(Indicate both the dates the Project was started and completed. Confirm that the information presented in Sections A-C of the Plan is unchanged, or that sections have been changed appropriately. Provide a statement that the Project(s) was/were implemented successfully, and explanation of potential problems and corrections applied. Attach expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Projects.)

Exhibit B

In-Kind Projects

I. Introduction

Proposal

a. Within 60 days of the Respondent electing the In Kind Projects option, Respondent shall submit, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

b. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

c. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in paragraph 9, within 30 days of Department notice.

D. Within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, whichever is later, Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department, then Respondent shall make cash payment of the civil penalties as set forth in paragraph 9 above, within 30 days of Department notice.

e. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph (a) above, Respondent shall complete the entire in-kind project.

f. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

g. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$9,250.00 penalty, no additional penalties shall be assessed under paragraph 4 for failure to complete the requirement of this paragraph.

h. Within 15 days of completing the in-kind project, Respondent shall notify the Department, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

i. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$9,250.00, no additional penalties shall be assessed under paragraph 15 for failure to complete the requirements of this paragraph.



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Ratification of Purchases Outside the Parameters of the City Purchasing Policy in the aggregate amount of \$49,333.88 from DSK Law regarding Invoice #489145 and Invoice #491281 for Investigative Services and Direction to Staff Regarding the Appropriate Course of Action Regarding Purchase Order #24-00775 and the Handling of Future Invoices.

Introduction:

This is a request for City Council to ratify payment of the attached invoices from DSK Law related to the investigation being conducted by Lindsay Greene and to determine the appropriate course of action regarding the open Purchase Order #24-00775 and handling of future invoices.

Discussion:

This summer an internal investigation was initiated. Questions have circulated since, regarding the direction, contract and scope of the investigation.

Purchase Order No. 23-00736 was issued to pay the initial retainer installment and the first invoice.

The initial retainer installment of \$5,000.00 was paid on August 18, 2023.

A Change Order was issued on September 7, 2023 to increase Purchase Order 23-00736 by \$3,695.00.

Invoice 489145 for the amount of \$18,695.00 was paid on September 14, 2023.

Purchase Order No. 24-00775 was issued for Invoice 491281 for the amount of \$25,638.88. This invoice was paid on October 26, 2023.

Budget Impact:

This item was not budgeted. If a budget amendment is required, it will be brought back to the council at that time.

Strategic Impact:

N/A

Recommendation:

City Council to ratify payment of the attached invoices from DSK Law related to the investigation being conducted by Lindsay Greene and to determine the appropriate course of action regarding the open Purchase Order #24-00775 and the handling of future invoices.

Attachment(s):

1. Lindsay Greene.Retainer Agreement for Representation.City of Mount Dora Internal Investigation.DOC080223-08022023083600
2. CM - DSK Law - 489145
3. CM - DSK Law - 491281

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Aneta Barton, Budget Director
Patrick Comiskey, City Manager

Approved - 11/2/2023
Final Approval - 11/2/2023



REPLY TO:
ORLANDO OFFICE

July 27, 2023

Mr. Marc Crail
Vice Mayor
City of Mount Dora
VIA E-MAIL: CrailM@ci.mount-dora.fl.us

Re: ***City of Mount Dora Internal Investigation***
Retainer Agreement for Representation

Dear Vice Mayor Crail:

Thank you for your consideration of de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP.

We appreciate the opportunity to be of service and want you to be informed of our billing procedures and charges for services.

Please read this carefully and contact us if anything is unclear. By executing this Agreement, you agree that our firm has been retained to conduct an internal investigation. The firm is being retained in anticipation of potential litigation, thus subjecting the work performed to work-product and attorney-client privileges.

1. This firm will work upon the basis of \$350.00 per hour for partner and of counsel attorneys' fees, \$200.00 per hour for associate attorneys' fees and \$100.00 per hour for non-attorney legal professional fees. These rates depend on each attorney's expertise and experience, and are subject to adjustment each January 1st, subject to City approval. To minimize costs, we will utilize non-attorney legal professionals, under the supervision of an attorney, whenever possible.

2. We will bill for our expenses including but not limited to: court costs, computerized research charges, digital reproductions (copies, scans and prints at \$.10

ATTACHMENT #1

cents per page), long distance telephone calls (\$.10 a minute), faxes (\$1.00 per page), court reporter fees, hearing transcript costs, deposition transcript costs, witness fees, and expert witness fees. Such costs are not included in the hourly rate for attorneys' and non-attorney legal professionals' fees.

3. An invoice will be forwarded to you each month that will describe the services rendered and the total fee charged. The invoice itemizes costs and charges. All invoices are payable upon receipt. A client who has money in escrow for legal fees and costs in more than one case authorizes transfer, if necessary, of fees from one case to another case if the one case is completed and funds are owed on the other case.

4. In the event that this firm perceives any conflict of interest whatsoever, if you fail to pay fees and/or costs in a timely manner, if you fail to abide by the legal advice, we give you or if you fail to cooperate with us, we have the right to immediately withdraw from our representation of you. In the event of any litigation arising out of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs, both at trial and on appeal. The venue for any such action shall be solely and exclusively in Orange County, Florida.

5. If there are two or more clients represented by this firm in this matter, each of you understands, and agrees to waive, all conflicts that may exist between your interests to the extent of our representation of you in this matter. You acknowledge that this conflicts issue has been fully discussed with you.

6. Unless we hear from you otherwise, all notices and other information regarding this matter will be sent to the above address. If you want to change the address to which we should send notices and information, please let me know in writing as soon as possible.

7. Our policy is that the attorney-client relationship is terminated upon completion of any services we have been retained to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be renewed subject to these terms of engagement, as they exist, or a subsequent engagement agreement we may later enter.

8. Our policy with respect to document retention is, when our engagement on any matter is completed, we close our files, return original documents obtained to the client, and store copies of documents for three (3) years, after which, unless different arrangements are made, we destroy our closed files.

9. You shall pay an advance for fees and costs in the amount of \$5,000.00 at this time. Immediately upon the mailing of an invoice to you, the advance monies shall be disbursed and applied to the current invoice. If you have a problem concerning any disbursements, you shall notify us within fifteen (15) days of date of the bill. We reserve the right to request that you provide our firm with an additional advance amount at any time during our representation of you in this matter.

ATTACHMENT #1

10. We make no representations to you, nor have you relied upon any representations not contained in this Agreement. This Agreement is the entire agreement between us and shall not be modified or amended except in writing and signed by both parties.

11. By signing this Agreement, you agree and acknowledge that you are responsible for any and all taxes if any, including Federal, State, and Local income taxes, Medicare taxes, and/ or Social Security taxes related to this matter, arising out of it, and incurred either in the past or future. You agree and acknowledge that the law firm of de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, and its attorneys, have not rendered, and will not render, any tax advice regarding this matter or otherwise. You should have the tax implications of this matter explained to you by your own tax professional prior to signing this Agreement if you have any questions or need any advice regarding any tax issues.

We invite you to discuss any questions you have concerning the determination and billing of our fees and costs. We want to satisfy you with both the quality of legal work and the reasonableness of the fees we charge for those services.

If this Agreement meets with your approval, please sign below and return the original to us. A copy of this Agreement is enclosed for your files.

Until we receive the executed Agreement, our firm cannot and will not take any action on your behalf.

Please contact me if you have any questions or comments.

Thank you for the opportunity to provide legal representation to you.

Sincerely,

de Beaubien, Simmons, Knight,
Mantzaris & Neal, LLP

By: LINDSAY N. GREENE, Partner
On Behalf of DSK Law
Florida Bar Number 269610

LNG:lng

ATTACHMENT #1

ACCEPTED AND AGREED TO THIS 1 DAY OF August, 2023.

CITY OF MOUNT DORA, FLORIDA

By:
Its: Vice Mayor

Printed Name: MARC CRAIL

Signature: M.C. D

ATTACHMENT #2

DSK Law

de Beaubien · Simmons · Knight · Mantzaris · Neal

EST. 1976

Post Office Box 87
332 North Magnolia Avenue
Orlando, Florida 32802
Phone: 407-422-2454
Tax ID No. 59-2206392
www.dsklawgroup.com



City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

September 1, 2023
Invoice # 489145

For Legal Services Rendered Through 08/31/23

Re: 061069 City of Mount Dora - Internal Investigation LNG

Date	Atty	Description	Hours	Amount
07/24/23	LNG	Initial consultation with MOUNT DORA	0.50	175.00
07/27/23	LNG	Mount Dora Retainer	0.10	35.00
08/07/23	LNG	Travel to and conduct interview	5.50	1,925.00
08/10/23	LNG	Travel to and conduct interviews	5.50	1,925.00
08/12/23	LNG	Review notes and prepare for interviews	1.20	420.00
08/13/23	LNG	Review binder provided by [REDACTED]	4.50	1,575.00
08/14/23	LNG	Travel to and attend interviews of witnesses	6.20	2,170.00
08/17/23	LNG	Prepare Investigation Report	4.50	1,575.00
08/17/23	EAB	Review multiple emails re [REDACTED]	0.50	50.00
08/17/23	EAB	Review Whistleblower claim-[REDACTED]	0.20	20.00
08/17/23	EAB	Review Special project questionnaire re manager	0.20	20.00
08/17/23	EAB	Review the attachments to whistleblower claim - [REDACTED]	0.30	30.00
08/19/23	LNG	Review notes and prepare report	4.80	1,680.00
08/21/23	LNG	Prepare Report Investigative Report	0.80	280.00

ATTACHMENT #2**de Beaubien, Simmons, Knight, Mantzaris & Neal LLP**

Client Ref: CITYMD - 061069
 Invoice # 489145

September 1, 2023
 Page 2

Date	Atty	Description	Hours	Amount
08/21/23	LNG	Prepare for interviews	1.20	420.00
08/21/23	LNG	Travel to and attend interviews of witnesses	7.60	2,660.00
08/22/23	EAB	Review transcribed interview - [REDACTED] 8.10.2023	0.20	20.00
08/22/23	LNG	Travel to and conduct interviews	6.50	2,275.00
08/22/23	LNG	Prepare report	3.50	1,225.00
08/23/23	LNG	Prepare Report	1.80	630.00
08/25/23	EAB	Review email from [REDACTED] re new offer for [REDACTED]	0.10	10.00
08/28/23	LNG	Prepare report	2.20	770.00
08/29/23	LNG	Prepare report	6.20	2,170.00
08/29/23	EAB	Review 6 transcripts prepared from recording	0.60	60.00
08/31/23	LNG	Prepare report	4.50	1,575.00

Summary of Services

		Rate	Hours	Amount
LNG	Lindsay N Greene - Partner	350.00	67.10	23,485.00
EAB	Erica Barker - Legal Assistant	100.00	2.10	210.00
Total Fees			69.20	\$23,695.00

Current Due **\$23,695.00**

Previous Balance 0.00

Payments Since Last Bill -0.00

Total Due **\$23,695.00**

All Invoices Due Upon Receipt. Balance Subject to 12% Finance Charge.

Our Federal Tax ID #: 59-2206392

ATTACHMENT #2

de Beaubien, Simmons, Knight, Mantzaris & Neal LLP

Client Ref: CITYMD - 061069
Invoice # 489145

September 1, 2023
Page 3



ATTACHMENT #3
DSK Law

de Beaubien · Simmons · Knight · Mantzaris · Neal

EST. 1976

Post Office Box 87
332 North Magnolia Avenue
Orlando, Florida 32802
Phone: 407-422-2454
Tax ID No. 59-2206392
www.dsklawgroup.com

City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

October 3, 2023
Invoice # 491281

For Legal Services Rendered Through 09/30/23

Re: 061069 City of Mount Dora - Internal Investigation LNG

Date	Atty	Description	Hours	Amount
09/01/23	LNG	Receive and review emails, dated August 8, 15 and 25 from [REDACTED]	0.30	105.00
09/01/23	LNG	Receive and review email from [REDACTED] regarding exit interview of employee	0.30	105.00
09/03/23	LNG	Prepare for interviews, review notes and documents	2.10	735.00
09/04/23	LNG	Review notes and prepare report	4.20	1,470.00
09/05/23	LNG	Travel to and interviews of witnesses	6.30	2,205.00
09/08/23	EAB	Review email from [REDACTED] re Exit Interview of [REDACTED]	0.30	30.00
09/08/23	LNG	Emailed [REDACTED] Re: [EXT]Interviews	0.30	105.00
09/09/23	LNG	Reviewed documents received as part of interviews	2.50	875.00
09/11/23	LNG	Travel to and conduct interviews in Mt. Dora	9.50	3,325.00
09/11/23	LNG	Reviewed emails and records received from witnesses	3.50	1,225.00
09/12/23	EAB	Correspond with [REDACTED] re additional interviews	0.20	20.00
09/12/23	LNG	Receive and review email from [REDACTED] regarding pay grade matrix	0.30	105.00

ATTACHMENT #3

de Beaubien, Simmons, Knight, Mantzaris & Neal LLP

Client Ref: CITYMD - 061069
Invoice # 491281

October 3, 2023
Page 2

Date	Atty	Description	Hours	Amount
09/12/23	LNG	Receive and review email from [REDACTED] regarding [REDACTED]	0.20	70.00
09/13/23	LNG	Prepare report	6.50	2,275.00
09/15/23	EAB	Review email from [REDACTED] re rule for lack of notice	0.20	20.00
09/15/23	LNG	Receive and review email from [REDACTED] regarding public meetings	0.20	70.00
09/19/23	LNG	Review notes and prepare for interviews	0.80	280.00
09/20/23	LNG	Travel to attend interviews in Mt. Dora	8.50	2,975.00
09/20/23	LNG	Review documents received during interviews and prepared for additional interviews	3.50	1,225.00
09/20/23	LNG	Receive and review email from [REDACTED] regarding new hire for purchasing coordinator	0.40	140.00
09/21/23	LNG	Emailed City Attorney re: Mt. Dora Investigation Re: [REDACTED]	0.10	35.00
09/21/23	EAB	Review email from employee re Consent Order Item from Agenda Packet	0.20	20.00
09/21/23	EAB	Review email from city council recommending Atty Greene for final recommendations	0.20	20.00
09/22/23	LNG	Receive and review emails from Mayor Stiles	0.40	140.00
09/22/23	LNG	Receive and review email from City Attorney Sutphen	0.10	35.00
09/22/23	LNG	Receive and review email from [REDACTED] regarding participation in union negotiations	0.20	70.00
09/22/23	LNG	Receive and review email concerning scope of investigation	0.20	70.00
09/23/23	EAB	Review email from Mayor re: Memo from Agenda Packet	0.20	20.00

ATTACHMENT #3**de Beaubien, Simmons, Knight, Mantzaris & Neal LLP**

Client Ref: CITYMD - 061069
 Invoice # 491281

October 3, 2023
 Page 3

Date	Atty	Description	Hours	Amount
09/24/23	LNG	Prepare for interviews of [REDACTED] and [REDACTED] [REDACTED]	2.50	875.00
09/25/23	LNG	Review emails and prepare report	4.50	1,575.00
09/26/23	EAB	Email to J. Hand re new city attorney	0.20	20.00
09/26/23	EAB	Review email from J. Hand re new city attorney information	0.20	20.00
09/26/23	LNG	Telephone conference with city attorney to schedule interviews	0.40	140.00
09/26/23	LNG	Prepared report	3.50	1,225.00
09/27/23	LNG	Prepare report	6.50	2,275.00
09/28/23	LNG	Review notes and prepare for interview of City Manager	4.30	1,505.00

Summary of Services

		Rate	Hours	Amount
LNG	Lindsay N Greene - Partner	350.00	72.10	25,235.00
EAB	Erica Barker - Legal Assistant	100.00	1.70	170.00
Total Fees			73.80	\$25,405.00

Disbursements

Date	Description	Amount
09/07/23	Mileage to Mt. Dora on 08/14 for investigation - Lindsay Greene	74.66
09/07/23	Mileage to Mt. Dora on 08/22 for investigation - Lindsay Greene	82.11
09/07/23	Mileage to Mt. Dora on 08/21 for investigation - Lindsay Greene	77.11
Total Disbursements		\$233.88

Current Due **\$25,638.88**

Previous Balance 23,695.00

Payments Since Last Bill -23,695.00

Total Due **\$25,638.88**

ATTACHMENT #3

de Beaubien, Simmons, Knight, Mantzaris & Neal LLP

Client Ref: CITYMD - 061069
Invoice # 491281

October 3, 2023
Page 4

All Invoices Due Upon Receipt. Balance Subject to 12% Finance Charge.

Our Federal Tax ID #: 59-2206392



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-52**, City Traffic Calming Policy

Introduction:

This is a request for City Council to adopt Resolution No. 2023-52, Traffic Calming Policy.

Discussion:

There is considerable interest expressed by Mount Dora residents for the implementation of traffic calming measures on city streets in order to cause drivers to slow down, respect pedestrians, and adopt safer driving practices in city neighborhoods.

The attached policy includes a deliberate and equitable process for decision making managed by the City Engineer which includes acceptance of petitions from affected property owners, problem solving studies, interaction with affected property owners to confirm their acceptance of the City's solution, and reporting to City Council prior to implementation and expenditure on proposed traffic calming measures on city streets. Traffic calming measures are defined into several categories, including:

- Education
- Enforcement
- Striping and signage
- Streetscape improvements
- Physical alteration to geometry and grade
- Speed bumps, humps and tables

Budget Impact:

The cost to implement traffic calming projects will be paid for through the normal budget process upon fund availability.

Strategic Impact:

Objective 2.2 Enhance pedestrian safety, crosswalk & traffic calming solutions

Recommendation:

City Council adopt Resolution No. 2023-52, Traffic Calming Policy.

Attachment(s):

1. Reso No. 2023-52 Traffic Calming Policy

Prepared by: GEORGE MAREK, Public Works Director

Reviewed by: Aneta Barton, Budget Director

City Attorney,

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 10/31/2023

Approved - 11/1/2023

Approved - 11/1/2023

Final Approval - 11/2/2023

RESOLUTION NO. 2023-52

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA CREATING AND ADOPTING A POLICY FOR THE IMPLEMENTATION OF TRAFFIC CALMING MEASURES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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 Council directed City staff to prepare a policy for the implementation of traffic calming measures which shall include a process for the public to inform staff of their traffic concerns and implementation of various calming measures that can be evaluated for appropriateness and implementation by City Fire, Police, Engineering, and Public Works staff for each unique location or area of concern; and

WHEREAS, the purpose of creating a Traffic Calming Program is to reduce the negative effects of vehicle use, alter driver behavior, and improve conditions for pedestrians and cyclists; and

WHEREAS, The City of Mount Dora Traffic Calming Program will be administered by City staff on a time and equipment available basis; and

WHEREAS, prior to implementation of physical street improvements related to traffic calming, an informational report will be provided to City Council which will include identification of a funding source for such improvements, unless such measures can be included in the current operating budget (i.e., signage, enforcement).

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. Adoption of Policy. The City of Mount Dora hereby adopts the Policy for the Implementation of Traffic Calming Measures attached hereto as **Exhibit "A"** and the corresponding forms for same attached hereto as **Exhibit "B."**

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

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature which do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. 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 6. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of November, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

EXHIBIT “A”
City of Mount Dora Traffic Calming Policy

EXHIBIT A

Effective Date:
Supersede Date:
Policy Number:



Policy for the Implementation of Traffic Calming Measures in the City of Mount Dora

ARTICLE 1. GENERAL PROVISIONS

It is the policy of the City of Mount Dora to require inclusion and implementation of Traffic Calming Measures during the development of real property within the City and to institute a process to qualify safe Traffic Calming improvements on existing streets based on public participation, traffic engineering recommendations, conformance with minimum design standards, and acceptable practice.

The City adopts the chapter addressing Traffic Calming within the 2018 edition of the Florida Greenbook, as may be updated from time to time, as its minimum standard for design, construction, and maintenance of Traffic Calming Treatments.

The City Manager shall appoint a Traffic Calming Team for the purpose of receiving Traffic Calming complaints, conducting a process of review, and recommending subsequent action. The Traffic Calming Team will also conduct evaluations of installed Traffic Calming treatments at appropriate intervals to assess the effectiveness of each treatment and the Traffic Calming Program overall.

The City has accepted the July 6, 2020, Traffic Calming Strategies report prepared by Renaissance Planning. The Traffic Calming Team shall draft a City of Mount Dora Traffic Calming Process for review and implementation which incorporates the Traffic calming strategies recommended by Renaissance Planning.

The Traffic Calming Team shall consider traffic calming best practices and prepare a draft City of Mount Dora Traffic Calming Manual (or Guidelines) for implementing the City's Traffic Calming Program.

The City's Traffic Calming Team shall draft a set of typical Traffic Calming design details for inclusion in the City Engineer's index of Roadway Details and for publication in a City of Mount Dora Traffic Calming Manual (or Guidelines). The City of Mount Dora Traffic Calming Program consists of a combination of measures to help reduce the negative effects of vehicle use, alter driver

EXHIBIT A

behavior, and improve conditions for pedestrians and cyclists. Implementation of Traffic Calming measures in the City of Mount Dora shall be evaluated for appropriateness in the following order: (1) Education, (2) Selective speed limit enforcement, (3) Striping and signage, (4) Streetscape improvements, (5) Physical alteration to geometry and grade, and (6) implementation of speed humps. Speed humps and tables shall only be considered as a last resort measure, and only with the consent of the City of Mount Dora Public Works, Fire, and Police Departments.

ARTICLE 2. IMPLEMENTATION

Traffic calming measures shall be implemented as follows:

Item 1: Education.

Education, problem identification, and public information is the first step for Traffic Calming. This will include conversations, meetings, e-mails, newsletters, and handouts regarding neighborhood traffic and pedestrian safety issues. Resident complaints can be submitted to the City Police Department with specific details including time and location of traffic-related concerns.

Item 2: Enforcement.

Upon receipt of any complaints about speeding traffic at a specific location, selective speed limit enforcement will be initiated on a time and equipment available basis by the City Police Department. Speed driver-feedback electronic signs may be used to notify drivers and collect data. Targeted Police enforcement, observation, and physical presence will be used to discourage speeding.

Other vehicle code violations (not speed related) that are monitored and enforced by the City Police Department include stopping, yielding of right-of-way to pedestrians and bicyclists at crosswalk and intersections, and safe turning movements.

Item 3: Striping and Signage.

In the event the desired results are not achieved with Items 1 and 2, street centerline striping will be evaluated for appropriateness. In some cases, an outside lane line (fog line) may be used to delineate and narrow the travel lane and to increase safety for pedestrians and cyclists.

Installation of stop signs at any intersection in the City will be evaluated by staff upon notice that a special problem or unique condition may exist. Stop signs are useful regulatory traffic control devices that direct motorists to stop before proceeding through an intersection. A fully justified and properly installed stop sign can facilitate traffic movement, effectively assign right of way, reduce vehicle delays, and decrease accidents. A stop sign is not a cure-all and is not a substitute for other traffic control devices. The Police Department shall approve all stop sign locations.

Item 4: Streetscape Improvements.

Streetscape improvements will be implemented by the City's Engineering and Public Works

EXHIBIT A

Departments in accordance with City Council approval and budget considerations. Streetscape improvements will be used to enhance safety of the street for vehicles, pedestrians, and cyclists. Streetscape improvements may include, but are not limited to new curbing, crosswalks, sidewalks, and on-street parking.

Item 5: Physical alteration to geometry and grade.

Physical alterations to City streets may affect traffic safety and shall be governed by the following procedure. A request for physical Traffic Calming measures shall be submitted to the City Engineer in the form of a petition signed by the residents of the street or street segment with an alleged speeding problem. Only one property owner signature per residence shall be counted for purposes of determining the extent of support for the implementation of such measures. A minimum of two-thirds of the property ownership on a street or street segment shall support the request for implementation of the physical measure. In addition, no less than three of four adjoining residences shall support the installation of the specific physical Traffic Calming measure at a specific location. The City Engineer will determine which properties are most affected by the Traffic Calming issue and that will be included in the petition count.

Examples of physical Traffic Calming measures that may be considered include raised crosswalks; raised median islands; bulb-out curbs at intersections; neck-down or choker curbs to reduce width; roundabouts; diversion alignment changes; one-way segments; flashing warning lights; lane reductions following Federal Highway Administration guidelines; speed humps and speed tables.

Prior to the implementation of any physical Traffic Calming measures, the City Engineer shall perform traffic studies to determine traffic volumes and speeds, and work with interested and concerned residents and City Departments (Public Works, Fire and Police) to determine which Traffic Calming measures are most appropriate and feasible to implement on specific streets. The effect on maintenance, commercial sized vehicles, emergency response times, and street drainage will be considered. Lane reduction on streets will be limited to 10-foot minimum lane width with additional accommodations for fire trucks and commercial vehicles.

The City Engineer shall inform the petitioners and all property owners in the affected area, as determined by the City Engineer, of the Traffic Calming study results and the proposed Traffic Calming plan. If at least two-thirds of the property owners affected by the Traffic Calming solution, as determined by the City Engineer, sign a statement in agreement with the proposed solution, then the City Engineer will provide an informational report to the City Council on the recommended Traffic Calming measures prior to the implementation of such measures. Final implementation of all Traffic Calming measures is subject to available funding and City Council discretion.

Item 6: Speed Bumps, Humps & Tables.

Speed bumps, humps, and tables are physical Traffic Calming measures that create a sudden vertical rise in the road surface encouraging drivers to slow down and adhere to the posted speed limit. These measures are named relative to their length in the direction of traffic. Speed tables are approximately 22 feet long. Speed humps are about 12 to 14 feet long. Speed bumps are the shortest

EXHIBIT A

length, closer to one foot wide. Speed humps or speed tables shall only be considered as a last resort measure, and only with the consent of the City of Mount Dora Public Works, Fire and Police Departments. Speed bumps are prohibited on public streets.

Prior to the implementation of any speed humps or speed tables, the City Engineer will coordinate with the City's Public Works, Fire, and Police Department staff to determine potential effects on maintenance, emergency response times, impacts on commercial sized vehicles and emergency vehicles. As with Item 5, the City Engineer shall provide an informational report to the City Council for speed humps and speed tables prior to the implementation of these Traffic Calming measures.

Speed humps and speed tables are considered a physical alteration of the street and shall be supported with a written petition with a minimum of two-thirds of the property ownership on a street or street segment as further described in Item 5. The location and type of speed hump or speed table to be used will be evaluated for aesthetics, impact on residents, wear and tear on vehicles, discomfort for drivers and noise potential from braking, acceleration, or bumping among other things.

EXHIBIT “B”
City of Mount Dora Traffic Calming
Forms

EXHIBIT B



City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757
Telephone: (352) 735-7151

REPORT A CONCERN (FOR TRAFFIC-RELATED PROBLEMS)

Please provide the information requested below to report a problem or concern to City staff. If you would like to speak directly with a staff member, you may call City Public Works at (352) 735-7151, Monday – Friday 8:00 a.m.- noon & 1:00-4:30 p.m.

Date: _____

Name: _____

Email: _____

Address: _____

Phone: _____

Description of Problem (please include specific time and location):

When completed, please return to City of Mount Dora Police Department.

EXHIBIT B



City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757
Telephone: (352) 735-7151

PETITION FOR TRAFFIC CALMING MEASURES

TRAFFIC CALMING APPLICATION

Date: _____

Description of Problem (please include specific time and location):

Petition

We, the undersigned, hereby petition the City of Mount Dora to evaluate _____ (street) between _____ (street) and _____ (street) for traffic calming.

The best day/time of the week to conduct the traffic study would be _____.

PROPERTY OWNER NAME	PROPERTY ADDRESS	PHONE NUMBER	SIGNATURE

Only one signature per address shall be counted for purposes of determining the extent of support for the implementation of such measures. A minimum of two-thirds of the property owners on a street or street segment shall support the request for implementation of the physical measure.

When completed, please return to **City Engineer, Public Works Department, 900 N. Donnelly Street, Mount Dora, FL 32757.**



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-47**, FY 2022-23 Year End Budget Amendment

Introduction:

This is a request for the City Council to approve Resolution No. 2023-47, Fiscal Year 2022-23 Year End Budget Amendment.

Discussion:

Section 166.241(4), Florida Statutes provides in part that "The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year." Generally speaking, the City Council is only required to take action in those instances where the total appropriations (i.e. expenditures) within a fund are changed (either increased or decreased). Section 166.241(4)(c), Florida Statutes provides in part that "the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter."

The resolution provided for your consideration tonight, together with the accompanying attachment, satisfies that provision. Authority for moving funds between line items in a fund, where the total amount budgeted for that fund is not changed, is vested with the City Manager.

Budget Impact:

Establish the Final Year End Budget for Fiscal 2022-23 budgeted for the General Fund, Special Revenue, Debt Service, Capital Improvement, Enterprise and Internal Service funds per Exhibit "A."

Strategic Impact:

Financial and Economic Sustainability.

Recommendation:

City Council approve Resolution No. 2023-47.

Attachment(s):

1. Reso No. 2023-47, Year End Budget Amendment
2. Exhibit A

Prepared by: Aneta Barton, Budget Director
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 11/2/2023
Approved - 11/2/2023
Final Approval - 11/2/2023

RESOLUTION 2023-47

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE YEAR-END BUDGET ADJUSTMENTS FOR FISCAL YEAR 2022-23; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF YEAR-END BUDGET 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

WHEREAS, on September 20, 2023, the City of Mount Dora, adopted Resolution 2022-51, approving the City's total operating budget for Fiscal Year 2022-23; and

WHEREAS, the City of Mount Dora adopted Resolution 2022-63, on October 4, 2022; Resolution 2023-02 on January 3, 2023; Resolution 2023-11, on April 18, 2023; and Resolution 2023-17, on June 20, 2023 each amending the total operating budget for Fiscal Year 2022-23; and

WHEREAS, year-end budget adjustments are necessary to allow the City of Mount Dora to finalize and close out its Fiscal Year 2022-23 operating budget.

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

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

SECTION 2. Approval of 2022-23 Budget Adjustments. The adjustments to the total operating budget for Fiscal Year 2022-23, as itemized in **Exhibit "A"** attached hereto are hereby approved.

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 year-end adjustments to the budget for Fiscal Year 2022-23, 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 7th day of November 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Patrick Brackins
City Attorney

EXHIBIT “A”

Year-end Budget Adjustments for
Fiscal Year 2022-23

EXHIBIT A

PROPOSED BUDGET FISCAL YEAR 2022 - 2023								
FUND	Adopted budget	Duke Energy Foundation Economic Development Grant	Wastewater treatment Plant #1 Maintenance	Mid-Year Budget Amendment	City Hall Expansion	Year- End Budget Adjustment	Final	
	2022-51	2022-63	2023-02	2023-11	2023-17	2023-47		
001 - General Fund	\$ 26,777,120	\$ 17,000	\$ -	\$ 48,414	\$ 762,609	\$ -	\$ 27,605,143	
002 - Fire Donation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ 4,500	
015 - Disaster Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,433,961	\$ 1,433,961	
111 - Discretionary Sales Tax	\$ 3,357,917	\$ -	\$ -	\$ (253,831)	\$ -	\$ 10	\$ 3,104,096	
117 - Community Redevelopment Agency	\$ 3,043,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,043,184	
118 - Northeast Community Redevelopment Agency	\$ 8,667,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,667,125	
120 - Law Enforcement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,750	\$ 37,750	
123 - Building Division	\$ 4,457,761	\$ -	\$ -	\$ -	\$ (762,609)	\$ -	\$ 3,695,152	
124 - Police Impact Fee	\$ 325,038	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325,038	
125 - Fire Impact Fee	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	
126 - Library Impact Fee	\$ 707,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 707,502	
127 - Parks Impact Fee	\$ 3,147,155	\$ -	\$ -	\$ 55,524	\$ -	\$ -	\$ 3,202,679	
131 - Fire Assessment Fee	\$ 11,653,004	\$ -	\$ -	\$ (1,911,050)	\$ -	\$ -	\$ 9,741,954	
150 - Cemetery	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000	
200 - Debt Service	\$ 1,563,165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,563,165	
310 - Capital Construction	\$ 30,486,634	\$ -	\$ -	\$ (1,848,401)	\$ -	\$ -	\$ 28,638,233	
410 - Electric	\$ 11,825,693	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,825,693	
415 - Electric Construction	\$ 1,475,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,475,207	
421 - Water / Wastewater Utility	\$ 42,443,386	\$ -	\$ 289,071	\$ (25,152,523)	\$ -	\$ -	\$ 17,579,934	
422 - Wastewater Impact Fee	\$ 2,905,323	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,905,323	
423 - Water Impact Fee	\$ 2,116,549	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,116,549	
425 - Water / Wastewater Construction	\$ 28,622,987	\$ -	\$ -	\$ (25,076,561)	\$ -	\$ -	\$ 3,546,426	
430 - Sanitation Utility	\$ 3,987,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,987,042	
440 - Stormwater Utility	\$ 4,107,145	\$ -	\$ -	\$ 52,231	\$ -	\$ -	\$ 4,159,376	
445 - Stormwater Construction	\$ 2,760,641	\$ -	\$ -	\$ (23,769)	\$ -	\$ -	\$ 2,736,872	
500 - Public Work Warehouse	\$ 19,413,348	\$ -	\$ -	\$ 330,312	\$ -	\$ -	\$ 19,743,660	
501 - Vehicle Replacement	\$ 257,617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 257,617	
510 - Self Insured Health	\$ 3,030,736	\$ -	\$ -	\$ -	\$ -	\$ 1,193,000	\$ 4,223,736	
515 - Property & Casualty & Workers Compensation	\$ 880,544	\$ -	\$ -	\$ -	\$ -	\$ 145,000	\$ 1,025,544	
Total City Wide Budget	218,441,823	17,000	289,071	(53,779,654)	-	2,814,221	167,782,461	

EXHIBIT A

Exhibit "A" DETAIL FOR RES. 2023-47 STAFF RECOMMENDED ADJUSTMENTS

FUND	ACCOUNT DESCRIPTION	ADOPTED BUDGET	PROPOSED ADJUSTMENT	AMENDED BUDGET	Description
GENERAL FUND - 001					
001-0000-311.00-02	AD VALOREM - DELINQUENT	3,462	80,000	83,462	Increase in revenue from Delinquent Ad Valorem
001-0000-341.30-07	CERTIFICATION,COPY,RECRDS	56,000	(55,000)	1,000	Decrease in revenue from certifications and copies
001-0000-369.00-01	OTHER MISCELLANEOUS REVENUE	57,000	(25,000)	32,000	Decrease in miscellaneous revenue
	REVENUES		-		
001-5555-580.99-01	CONTINGENCY/BUDGET STABILIZATION	-	(209,400)	(209,400)	Decrease in Contingency
001-0000-581.00-15	TRANSFER TO DISASTER FUND	-	209,400	209,400	Increase in transfer from General Fund for unreimbursed expenses for Hurricane Ian and Nicole
	EXPENDITURES		-		
FIRE DONATION FUND - 002					
002-0000-366.00-17	FIRE DONATION	-	3,215	3,215	Donation from Viva Liquors for exercise equipment
002-0000-389.10-01	ESTIMATED CARRYOVER	-	1,285	1,285	Use of Fund Balance
	REVENUES		4,500		
002-1810-522.52.01	OPERATING SUPPLIES	-	4,500	4,500	Exercise Equipment
	EXPENDITURES		4,500		
DISASTER FUND - 015					
015-0000-331.50-01	FEMA DISASTER RELIEF	-	1,224,561	1,224,561	Increase in revenue from FEMA Hurricane Ian reimbursement
015-0000-381.00-01	TRANSFER FROM GENERAL FUND	-	209,400	209,400	Increase in transfer from General Fund for unreimbursed expenses for Hurricane Ian and Nicole
	REVENUES		1,433,961		
015-5555-531.52-01-HC2222	OPERATING SUPPLIES	-	6,885	6,885	Increase in Expenses for Hurricane Ian
015-5555-536.52-01-HC2222	OPERATING SUPPLIES	-	851,402	851,402	Increase in Expenses for Hurricane Ian
015-5555-538.52-01-HC2222	OPERATING SUPPLIES	-	6,480	6,480	Increase in Expenses for Hurricane Ian
015-5555-541.34-01-HC2222	OTHER CONTRACTUAL SERVICE	-	169,361	169,361	Increase in Expenses for Hurricane Ian
015-5555-541.34-01-HC2318	OTHER CONTRACTUAL SERVICE	-	35,000	35,000	Increase in Expenses for Hurricane Nicole
015-5555-572.52-01-HC2222	OPERATING SUPPLIES	-	2,134	2,134	Increase in Expenses for Hurricane Ian
015-5555-572.52-01-HC2318	OPERATING SUPPLIES	-	678	678	Increase in Expenses for Hurricane Nicole
015-5555-580.12-01-HC2222	SALARIES & WAGES	-	48,816	48,816	Increase in Expenses for Hurricane Ian
015-5555-580.12-01-HC2318	SALARIES & WAGES	-	44,121	44,121	Increase in Expenses for Hurricane Nicole
015-5555-580.14-01-HC2222	OVERTIME WAGES	-	72,908	72,908	Increase in Expenses for Hurricane Ian
015-5555-580.14-01-HC2318	OVERTIME WAGES	-	40,845	40,845	Increase in Expenses for Hurricane Nicole
015-5555-580.34-01-HC2222	OTHER CONTRACTUAL SERVICE	-	120,681	120,681	Increase in Expenses for Hurricane Ian
015-5555-580.52-01-HC2222	OPERATING SUPPLIES	-	34,650	34,650	Increase in Expenses for Hurricane Ian
	EXPENDITURES		1,433,961		
DISCRETIONARY SALES TAX FND - 111					
111-0000-389.10-01	ESTIMATED CARRYOVER	1,565,574	10	1,565,584	Rounding Error in Budget
	REVENUES		10		
111-1710-521.64-01	MACHINERY & EQUIPMENT	641,565	10	641,575	Rounding Error in Budget
	EXPENDITURES		10		

EXHIBIT A

FUND	ACCOUNT DESCRIPTION	ADOPTED BUDGET	PROPOSED ADJUSTMENT	AMENDED BUDGET	Description
LAW ENFORCEMENT TRUST FND - 120					
120-0000-351.20-01	CONFISCATED MONEY/SALE OF PROPERTY	-	5,037	5,037	Increase in confiscated money recived form DOJ
120-0000-356.00-01	STATE FORFEITURE	-	32,713	32,713	Increase in forfeitures from State
	REVENUES		37,750		
120-5555-589.10-01	CURRENT YEAR FUND BALANCE	-	37,750	37,750	Increase in Appropriation to Fund Balance
	EXPENDITURES		37,750		
I/S INSURANCE FUND - 510					
510-0000-341.20-01	ISF - HEALTH INSURANCE CHARGE	2,291,423	1,063,000	3,354,423	Increase in Health Insurance - City Potion
510-0000-346.90-01	PREMIUM CHARGE	233,991	130,000	363,991	Increase in Health Insurance - Employee Contribution
	REVENUES		1,193,000		
510-5555-580.23-02	CLAIMS - EMPLOYEES	520,446	390,000	910,446	Increase in Employee Claims
510-5555-580.23-04	CLAIMS - COBRA	51,783	60,000	111,783	Increase in Cobra
510-5555-580.23-06	CLAIMS - SPOUSE	260,761	200,000	460,761	Increase in Spouse Claims
510-5555-580.23-07	CLAIMS - DEPENDENT	216,264	250,000	466,264	Increase in Dependent Claims
510-5555-580.23-08	PHARMACY - EMPLOYEE	67,469	100,000	167,469	Increase in Employee Pharmacy Cost
510-5555-580.23-09	PHARMACY - SPOUSE	18,457	110,000	128,457	Increase in Spouse Pharmacy Cost
510-5555-580.23-10	PHARMACY - DEPENDENT	26,179	83,000	109,179	Increase in Dependent Pharmacy Cost
	EXPENDITURES		1,193,000		
PROPERTY/CASUALTY INSURANCE FUND - 515					
515-0000-341.20-01	ISF - INS PREMIUMS	685,544	135,000	820,544	Increase in Insurance Premiums
515-0000-341.20-02	ISF - W/C PREMIUMS	195,000	10,000	205,000	Increase in WC Premiums
	REVENUES		145,000		
515-5555-580.45-10	WORKERS COMPENSATION INSURANCE	195,000	20,000	215,000	Increase in Workers Comp insurance
515-5555-580.45-11	CYBERSECURITY INSURANCE	-	10,000	10,000	Added Cybersecurity Insurance
515-5555-589.10-01	CURRENT YEAR FUND BALANCE	-	115,000	115,000	Increase in Appropriation to Fund Balance
	EXPENDITURES		145,000		
	TOTAL ADJUSTMENT	REVENUES	EXPENDITURES	VARIANCE	
		2,814,221.00	2,814,221.00	-	



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Adoption of **Resolution No. 2023-49**, Public Purpose Policy

Introduction:

This is a request for City Council to adopt Resolution No. 2023-49, Public Purpose Policy.

Discussion:

On February 2, 2021, City Council was presented with the Public Purpose policy for acknowledgement. The Public Purpose Policy establishes operating policies and procedures and the appropriate expenditure of public funds. Periodically, it is necessary to amend, revise and/or restate the policies. The policy is presented for adoption by City Council with minor updates due to updating the Travel Policy. Specifically, the policy revisions include adding a reference to recently-adopted Travel Policy regarding the guidelines for training and development; a sentence to allow meals and refreshments when employees or volunteers are participating in City-sponsored special events; and a sentence to allow reimbursement of meals related to travel as outlined in the Travel Policy.

Budget Impact:

None.

Strategic Impact:

Fiscal Sustainability

Recommendation:

City Council adopt Resolution No. 2023-49, Public Purpose Policy.

Attachment(s):

1. Reso No. 2023-49 Public Purpose Policy

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Rita Meade, Finance Director

Aneta Barton, Budget Director

Jeanann Hand, City Clerk

City Attorney, City Attorney

Patrick Comiskey, City Manager

Approved - 9/15/2023

Approved - 9/26/2023

Approved - 10/5/2023

Approved - 10/31/2023

Final Approval - 11/2/2023

RESOLUTION NO. 2023-49

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE PUBLIC PURPOSE POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF THE PUBLIC PURPOSE POLICY; 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 adopts and maintains various policies in order to ensure the most efficient and effective performance of its City Departments; and

WHEREAS, from time to time, it is necessary for the City to amend, revise and/or restate certain of its policies in order to better express the vision of the City and accommodate the operations thereof; and

WHEREAS, the City has determined that it is in its best interest to adopt a new Public Purpose Policy; and

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. Adoption of Policy. The City of Mount Dora hereby adopts the Public Purpose Policy 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 Public Purpose Policy, 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 7th day of November, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

EXHIBIT “A”
City of Mount Dora Public Purpose Policy



POLICY AND PROCEDURES MANUAL

Section: **Management & Budget**Subject: **Public Purpose**

Responsible Dept.: Finance

Approved:

Dept. Approval:

Patrick Comiskey, City Manager

POLICY

Pursuant to the statutes and laws of the State of Florida which permit and require the expenditure of public funds for public purposes, the City of Mount Dora believes it necessary and appropriate to provide assistance and guidance to the officials, employees, and representatives of Mount Dora to aid in the determination of when public funds may be spent for a public purpose.

To provide that assistance and guidance, these public purpose guidelines provide for the establishment of operating policies and procedures and the appropriate expenditures of public funds. The City Council authorizes the City Manager to establish administrative policies and procedures that are consistent with these guidelines and the adopted City policies which implement these guidelines.

Definition: A public purpose expenditure is one which relates to the purpose for which the City of Mount Dora exists and the duties and responsibilities of Mount Dora, its elected and appointed officials, employees, and other representatives.

Please reference the Purchasing Policies Manual for more detailed guidance on how to facilitate the procuring of goods or services for the City.

All Policies or parts of Policies in conflict with any of the provisions of this Policy are hereby repealed if dated prior to the approval date of this policy.

PUBLIC PURPOSE GUIDELINES

1. Training and development programs for Mount Dora employees serve a public purpose when those training and development programs are directly related to the performance of the employees' job-related duties and are directly related to the programs/services for which the City is responsible. Please reference the most recently adopted Travel Policy.
2. Payment of employee work-related expenses, including travel, lodging and meal expenses, serves a public purpose when those expenses are necessarily incurred by Mount Dora employees in connection with their actual work assignments or official duties and those expenses are directly related to the performance of the governmental functions for which Mount Dora has responsibility.
3. Appropriate safety and health programs for Mount Dora employees serve a public purpose because they result in healthier and more productive employees and reduce certain costs to the City and the taxpayers of Mount Dora, including various costs associated with workers' compensation and disability benefit claims, insurance premiums, and lost time from employee absences.



4. Public expenditures for appropriate Mount Dora employee and volunteer recognition programs serve a public purpose because formally recognizing employees and volunteers who make significant contributions and demonstrate their commitment during the performance of their duties result in higher morale and productivity among all Mount Dora employees and volunteers, and therefore helps the City to fulfill its responsibilities efficiently and more cost effectively.
5. Public expenditures for food and refreshments associated with official Mount Dora functions serve a public purpose when the provision of food or refreshments is an integral part of an official Mount Dora function, and the provision of food or refreshment is necessary to ensure meaningful participation by the participants. Ex. Annual Awards Banquet
6. Public expenditures for appropriate community and customer outreach and similar activities serve a public purpose when those expenditures are necessary for Mount Dora to ensure the efficient operation of its programs/services, promote the availability and use of City resources, and promote coordinated, cooperative planning activities among and between the public and the private sectors. Ex. Public Outreach workshops

SPECIFIC PROGRAMS AND EXPENDITURES

Every City of Mount Dora expenditure must be valid based upon the public purpose for which it is purchased. The following items are deemed to meet the Council definition of public purpose expenditures.

EMPLOYEE WELLNESS AND RECOGNITION PROGRAM

The City Council recognizes the hard work and service performed by the employees of the City of Mount Dora through a formal wellness and recognition program. The City Council believes the benefits of attracting, retaining, and motivating employees through an employee wellness and recognition program supports healthy employees and employee job satisfaction, which in turn impacts productivity. The results are to have healthy employees and to provide excellent public and customer service to better serve the interests of the citizens of the community.

The employee wellness and recognition program is entirely dependent on receiving funding from year-to-year. The cost of the employee health and recognition program will be approved annually by the City Council and will include detailed expenses of the employee wellness and recognition event.

RECOGNITION OF EMPLOYEES RETIRING FROM THE CITY

The City recognizes the importance of acknowledging employees for their service to the City of Mount Dora. When an employee retires, the City believes in the importance of recognizing them for their contributions they have made while at the City. As a result, the City may provide a cake or comparable food item and non-alcoholic beverages at a gathering to recognize their services to the City. Any additional food or activities will be employee-paid.

In addition, employees retire in good standing may receive a recognition gift from the City with a value not more than \$200.

RECOGNITION OF COUNCIL, BOARD, AND AGENCY MEMBERS

The City Council recognizes the importance of acknowledging Councilmembers, Board Members, and/or Agency Members for their service to the City of Mount Dora. Individuals who leave as a member of the City Council, Boards, or Planning Commission with a minimum of four (4) years of service may receive an acknowledgement of service at a value not to exceed \$75.



The City may also provide a cake or comparable food item and non-alcoholic beverage at a gathering to recognize a Council member, Board, or Agency member leaving service after (4) or more consecutive years of service.

RECOGNITION OF VOLUNTEERS/COMMUNITY SERVICE

The City Council recognizes the importance of acknowledging Volunteers for their service to the City of Mount Dora. Individuals providing meritorious volunteer service to the City of Mount Dora with a minimum of four (4) consecutive years of service may receive an acknowledgement of service at a value not to exceed \$75.

MEETING REFRESHMENTS/MEALS

The City Council recognizes that situations in which City business needs to be discussed can and do occur during meal hours (i.e., luncheon meetings or workshops, interview boards, elections, training, etc. that extend through the meal hours). In addition, there are public and employee meetings and events in which reasonable refreshments may add to the success of the meeting and/or event and create a more productive work force. The following items are deemed to meet the Council definition of public purpose expenditures regarding food and meals.

1. Food and refreshments are allowed at non-routine City meetings and events that have a purpose of discussing City issues. These meetings would normally have a pre-planned agenda.
2. Food and refreshments are allowed at employee meetings and events that have a purpose of discussing City issues, part of an employee training, or part of an interview process. These meetings would also normally have a pre-planned agenda. *This does not include routine staff meetings or standing committee meetings.*
3. Food and refreshments are allowed when they are part of a breakfast/lunch/dinner meeting for official city business when it is determined to be the most practical time to meet and are necessary to sustain the flow of the meeting. Usually, these meals involve meetings with City Council Members, Committee/Commission members, or local business/fraternal organizations.
4. Food and beverages are allowed at an organizational-wide annual staff meeting used for developmental purposes or for an annual employee recognition initiative. (This does not include expenses related to birthdays, anniversaries, weddings, child births or any other event that does not have an organizational-wide purpose.)
5. Meals and refreshments are allowed where employees or volunteers are participating in a City-sponsored special event, participating in an outside event as an official representative of the City, or working additional hours and approved by the City Manager.
6. Reimbursement of meals related to travel is outlined in the City of Mount Dora Travel Policy.
7. The purchase of alcoholic beverages with City funds is strictly prohibited.

The cost of these refreshments/meals is included in the departments' training line item budget and is approved annually by the City Council as part of the overall budget process. In addition, the Department Head and City Manager will have oversight on individual purchases to ensure compliance with the provisions of this policy.

**POLICE OFFICERS LEAVING SERVICE**

Police officers retiring from the City of Mount Dora with a minimum of 10 years of service to the City of Mount Dora have the option of receiving their firearm instead of receiving an above-mentioned recognition gift. Upon retirement, the retiring officer must immediately change the registration from the City of Mount Dora to their personal name. Final approval for each officer who qualifies will fall to the police chief's discretion, and if an officer does not leave in good standing, they will not be allowed to retain their firearm. Each retiree receiving these benefits must execute an agreement relieving the City of Mount Dora from any liability. Retirement must be under fully honorable circumstances having served the requisite number of years to be eligible to receive pension benefits from the City's Retirement Systems (Cannot be under investigation whereby the results could be termination, retiring in lieu of termination, or to avoid an investigation).

MEMBERSHIP, DUES, AND DONATIONS

The City Council has determined that the City will fund memberships and dues (individual or organization) in professional organizations and City social and community organizations when the purpose is to promote, advertise, improve, or develop the City's resources and advantages and not for personal interest or gain. The cost of memberships/dues is included in the membership line item in the Mount Dora Budget. These line items are approved annually by the City Council as a part of the overall budget approval process.

Donations received by the City must be for programs that serve our citizens and are deemed to meet the public purpose guidelines.

PROHIBITED EXPENDITURES

Expenditure of City funds on the items listed below is strictly prohibited:

1. Alcoholic beverages
2. Employee functions or celebrations that are solely social in nature (e.g., birthdays, holiday luncheon, ice cream social).
3. Fundraisers for non-City related events
4. Participation in optional activities unless included as part of an overall conference registration fee (e.g., optional golf rounds, sporting events, concerts).
5. Employee-sponsored fundraising events (e.g., charitable giving campaign).

ALLOWED EXPENDITURES

The items listed below are allowed when purchased by the Human Resources Department

1. For funeral flower arrangements upon death of an employee, elected official, or one of their immediate family members other than Human Resources
2. Gift cards for an employee, volunteer, board member etc. by a department other than Human Resources

CONCLUSION

The City Manager has determined that the expenditures permitted within this policy are valid expenditures and serve a public purpose. The City Manager will have oversight on individual purchases to ensure compliance with the provisions of this policy. Any purchase related to employees that is not specifically outlined in this policy must be authorized by the City Manager or designee prior to any expenditure.



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-54**, Approving Fireworks Launch at Grantham Point for November 25, 2023 Light Up Mount Dora Event

Introduction:

This is a request for City Council to adopt Resolution No. 2023-54, approving fireworks launch at Grantham Point for the November 25, 2023 Light Up Mount Dora Event.

Discussion:

The City of Mount Dora wishes to sponsor and host a fireworks display as part of the 2023 Light Up Mount Dora Event held in Elizabeth Evans Park. The event is scheduled for November 25, 2023, and requires the closing of the Grantham Point and Simpson Cove Boat Docks in order to launch fireworks. The City has complied with all requirements and procedures for the fireworks display related to this event.

Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

Budget Impact:

\$6,000.00 has been budgeted in GL account #001-1340-572.52-01, Special Events Operating Supplies, for the fireworks display at this event.

Strategic Impact:

Objective 2.3.3 of the City of Mount Dora's Strategic Plan, which calls for support of special events. Special events strongly encourage economic development in the downtown business community. Each attendee has the opportunity to discover downtown businesses while appreciating Mount Dora's beautiful lakefront.

Recommendation:

City Council adopt Resolution No. 2023-54, approving fireworks launch at Grantham Point for the November 25, 2023 Light Up Mount Dora Event.

Attachment(s):

1. Attachment #1.SIGNED.Agreement.Explosive
Touch.Fireworks.04.19.2023.exp.04.19.2026
2. Reso No. 2023-54 Light Up Mount Dora Fireworks.FINAL

Prepared by: Jeanann Hand, City Clerk

Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
Jeanann Hand, City Clerk
City Attorney,
Patrick Comiskey, City Manager

Approved - 10/12/2023

Approved - 10/12/2023

Approved - 10/18/2023

Approved - 10/31/2023

Approved - 10/31/2023

Final Approval - 11/2/2023

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AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and EXPLOSIVE TOUCH ENTERPRISES, LLC, 4260 Amelia Plantation Court, Vero Beach, Florida 32967, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Aerial Fireworks Display Services, pursuant to the CITY’s Purchasing Policy and ITB #23-PR-001; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB #23-PR-001; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The terms of this Agreement shall be for a period of three (3) years beginning on the date of execution by the CITY. The Agreement may be extended, under the same terms and conditions as set forth herein, for up to two (2) additional one (1) year periods.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the 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:

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- 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 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 shall be for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY

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reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

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

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;
- 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

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3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and

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costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the CITY upon reasonable request.

- G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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

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

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY to perform the services set forth herein.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

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

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SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

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SECTION 22. **SEVERABILITY.**

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

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

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

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

CONTRACTOR: Explosive Touch Enterprises, LLC
 4260 Amelia Plantation Court
 Vero Beach, Florida 32967

SECTION 25. **MODIFICATION.**

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

SECTION 26. **HEADINGS.**

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

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SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the

ATTACHMENT #1

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

SECTION 33. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

SECTION 35. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

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

ATTACHMENT #1

SECTION 36. ELECTRONIC SIGNATURE.

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

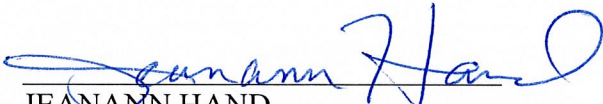
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 11TH day of APRIL, 2023.

CITY OF MOUNT DORA



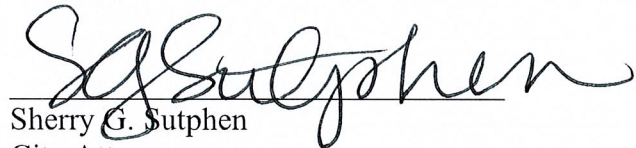
CRISSY STILE, Mayor

ATTEST:



JEANANN HAND
CITY CLERK

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



Sherry G. Sutphen
City Attorney

ATTACHMENT #1

CONTRACTOR

By: EJ Weppel

Print: EJ Weppel IV

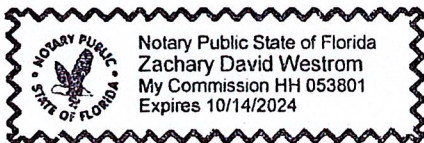
Title: President

STATE OF FLORIDA

COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of EJ Weppel, as president, of Explosive Touch LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement, and thereby bind the Contractor, and who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 15th day of March, 2023.

(stamp)



[Signature]
NOTARY PUBLIC, State of Florida

ATTACHMENT #1

Exhibit "A" Scope of Services

"Freedom on the Waterfront" - July 3rd Annually

1. Contractor shall provide a complete fireworks display lasting no less than twenty (20) minutes. The scheduled time of the launching will be approximately 9:15 pm EST.
2. There shall be a three-phase display with an opener no less than 1 minute, a main body of the show lasting no less than 18 minutes, and a finale lasting no less than 1 minute.
3. Shells shall be "racked" and fired from Grantham Pointe by a licensed pyrotechnic company and trained personnel.
4. All fireworks to be included in the presentation are to be premium quality 1.3G under UN0335. No consumer grade fireworks are to be used. The firework display should comprise a combination of 1 inch to 5 inch shells that meet the prior approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:

Opener: 160 Total Display Shells

100: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
30: 3 inch Premium Fireworks Shells- variety of effects
18: 4 inch Premium Fireworks Shells -variety of effects
12: 5 inch Premium Fireworks Shells -variety of effects

Main Body: 2,580 Total Display Shells

2,000: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
150: 3 inch Premium Fireworks Shells - variety of effects
180: 4 inch Premium Fireworks Shells - variety of effects
280: 5 inch Premium Fireworks Shells -variety of effects

Grand Finale: 860 Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
250: 3 inch Premium Fireworks Shells -variety of effects
55: 4 inch Premium Fireworks Shells -variety of effects
55: 5 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 3,600

ATTACHMENT #1

“Last Call”– Last Saturday of July (Alternate Event)

1. The successful proposer will a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

“Light Up Mount Dora” – November 26th Annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 6:30-7:00 pm.
2. Shells shall be “racked” and fired from Grantham Point by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
320: 3 inch Premium Fireworks Shells -variety of effects
80: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 900

ATTACHMENT #1

“New Year’s Eve Celebration” – December 31 annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

Additional Annual Alternate Events (up to 3) – Dates to Be Determined

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete fireworks display lasting no less than seven (7) minutes.
2. Shells shall be “racked” and fired from an approved location and by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

ATTACHMENT #1

Exhibit "B" Compensation

	Event Description	Year 1	Year 2	Year 3	Year 4 (Renewal)	Year 5 (Renewal)
1.	"Freedom on the Waterfront" July 3 Annually	\$28,500.00	\$28,500.00	\$28,500.00	\$30,000.00	\$30,000.00
2.	"Light Up Mount Dora" November 26 Annually	\$6,000.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00
3.	"New Year's Eve Celebration" December 31 Annually	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
4.	"Last Call" Last Saturday of July (Annual Alternate Event)	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
Subtotals (per year):		\$48,500.00	\$48,500.00	\$48,500.00	\$51,500.00	\$51,500.00
BID GRAND TOTAL (all annual events all years)					\$248,500.00	
5.	Each Additional Event: (Up to Three - Upon City Request Only)	\$6-7K each	\$6-7K each	\$6-7K each	\$6.5K-7.5K each	\$6.5K-7.5K each

Bid Grand Total (written): Two Hundred Forty Eight Thousand Five Hundred Dollars and 00 /100

RESOLUTION NO. 2023-54

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2023 LIGHT UP MOUNT DORA EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora wishes to sponsor and host a fireworks display, as part of the 2023 Light Up Mount Dora event; and

WHEREAS, the City's 2023 Light Up Mount Dora event is scheduled for Saturday, November 25, 2023; and

WHEREAS, the 2023 Light Up Mount Dora event requires the closing of the Grantham Point and Simpson Cove Docks in order to launch fireworks beginning at 6:20 p.m.; and

WHEREAS, Section 22.48, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

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

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

SECTION 2. Authorization for Fireworks Display and Dock Closure. The City hereby authorizes the 2023 Light Up Mount Dora fireworks display and closure of the Grantham Point and Simpson Cove Docks in order for the fireworks to be safely launched.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the fireworks display and closure of the Grantham Point and Simpson Cove Docks, as well as any

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

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

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

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

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

PASSED AND ADOPTED this 7th day of November, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Patrick Brackins, City Attorney



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-55**, Approving Fireworks Launch and Dock Closure on December 31, 2023, New Year's Eve Event

Introduction:

This is a request for City Council to adopt Resolution No. 2023-55, approving the launch of a fireworks display and dock closure at the New Year's Eve Event taking place in Sunset Park on December 31, 2023.

Discussion:

The City of Mount Dora wishes to sponsor and host a fireworks display as part of the 2023 New Year's Eve Event. The event is scheduled for December 31, 2023, and requires the closing of the Fourth Avenue Docks in order to launch fireworks. The City has complied with all requirements and procedures for the fireworks display related to this event.

Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

Budget Impact:

\$7,000.00 has been budgeted in GL account #001-1340-572.52-01, Special Events Operating Supplies, for the fireworks display at this event.

Strategic Impact:

Objective 2.3.3 of the City of Mount Dora's Strategic Plan, which calls for support of special events. Special events strongly encourage economic development in the downtown business community. Each attendee has the opportunity to discover downtown businesses while appreciating Mount Dora's beautiful lakefront.

Recommendation:

City Council adopt Resolution No. 2023-55, approving the launch of a fireworks display and dock closure at the New Year's Eve Event taking place in Sunset Park on December 31, 2023.

Attachment(s):

1. Attachment #1.SIGNED.Agreement.Explosive
Touch.Fireworks.04.19.2023.exp.04.19.2026
2. Resolution 2023-55.Approval for New Year's Eve Block Party Fireworks.FINAL

Prepared by: Jeanann Hand, City Clerk

Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
Jeanann Hand, City Clerk
City Attorney,
Patrick Comiskey, City Manager

Approved - 10/12/2023

Approved - 10/12/2023

Approved - 10/18/2023

Approved - 10/31/2023

Approved - 10/31/2023

Final Approval - 11/2/2023

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 EXPLOSIVE TOUCH ENTERPRISES, LLC, 4260 Amelia Plantation Court, Vero Beach, Florida 32967, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Aerial Fireworks Display Services, pursuant to the CITY’s Purchasing Policy and ITB #23-PR-001; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB #23-PR-001; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The terms of this Agreement shall be for a period of three (3) years beginning on the date of execution by the CITY. The Agreement may be extended, under the same terms and conditions as set forth herein, for up to two (2) additional one (1) year periods.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the 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:

ATTACHMENT #1

- 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 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 shall be for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY

ATTACHMENT #1

reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

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

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;
- 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

ATTACHMENT #1

3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and

ATTACHMENT #1

costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the CITY upon reasonable request.

- G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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

ATTACHMENT #1

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

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY to perform the services set forth herein.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

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

ATTACHMENT #1

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

ATTACHMENT #1

SECTION 22. **SEVERABILITY.**

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

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

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

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

CONTRACTOR: Explosive Touch Enterprises, LLC
 4260 Amelia Plantation Court
 Vero Beach, Florida 32967

SECTION 25. **MODIFICATION.**

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

SECTION 26. **HEADINGS.**

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

ATTACHMENT #1

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the

ATTACHMENT #1

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

SECTION 33. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

SECTION 35. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

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

ATTACHMENT #1

SECTION 36. ELECTRONIC SIGNATURE.

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

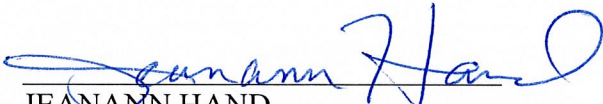
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 11TH day of APRIL, 2023.

CITY OF MOUNT DORA



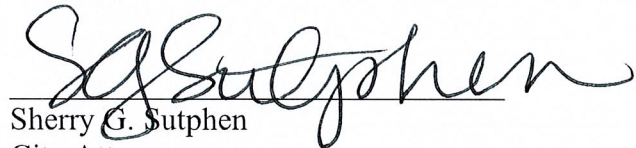
CRISSY STILE, Mayor

ATTEST:



JEANANN HAND
CITY CLERK

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



Sherry G. Sutphen
City Attorney

ATTACHMENT #1

CONTRACTOR

By: EJ Weppel

Print: EJ Weppel IV

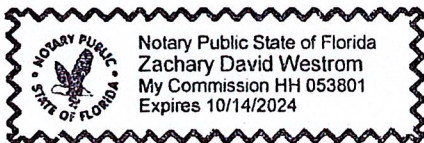
Title: President

STATE OF FLORIDA

COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of EJ Weppel, as president, of Explosive Touch LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement, and thereby bind the Contractor, and who is personally known to me or who produced drivers license as identification, and who did/did not take an oath this 15th day of March, 2023.

(stamp)



[Signature]
NOTARY PUBLIC, State of Florida

ATTACHMENT #1

Exhibit "A" Scope of Services

"Freedom on the Waterfront" - July 3rd Annually

1. Contractor shall provide a complete fireworks display lasting no less than twenty (20) minutes. The scheduled time of the launching will be approximately 9:15 pm EST.
2. There shall be a three-phase display with an opener no less than 1 minute, a main body of the show lasting no less than 18 minutes, and a finale lasting no less than 1 minute.
3. Shells shall be "racked" and fired from Grantham Pointe by a licensed pyrotechnic company and trained personnel.
4. All fireworks to be included in the presentation are to be premium quality 1.3G under UN0335. No consumer grade fireworks are to be used. The firework display should comprise a combination of 1 inch to 5 inch shells that meet the prior approval of the City of Mount Dora's Fire Marshall. The breakdown of each section of the display shall be as follows:

Opener: 160 Total Display Shells

100: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
30: 3 inch Premium Fireworks Shells- variety of effects
18: 4 inch Premium Fireworks Shells -variety of effects
12: 5 inch Premium Fireworks Shells -variety of effects

Main Body: 2,580 Total Display Shells

2,000: 1 inch - 2.5 inch Premium single shot and multi-shot cake effects
150: 3 inch Premium Fireworks Shells - variety of effects
180: 4 inch Premium Fireworks Shells - variety of effects
280: 5 inch Premium Fireworks Shells -variety of effects

Grand Finale: 860 Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
250: 3 inch Premium Fireworks Shells -variety of effects
55: 4 inch Premium Fireworks Shells -variety of effects
55: 5 inch Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 3,600

ATTACHMENT #1

“Last Call”– Last Saturday of July (Alternate Event)

1. The successful proposer will a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

“Light Up Mount Dora” – November 26th Annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 6:30-7:00 pm.
2. Shells shall be “racked” and fired from Grantham Point by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells

500: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
320: 3 inch Premium Fireworks Shells -variety of effects
80: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 900

ATTACHMENT #1

“New Year’s Eve Celebration” – December 31 annually

1. The successful proposer will provide a complete fireworks display lasting no less than seven (7) minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1.
2. Shells shall be “racked” and fired from the 4th Avenue Docks by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells:

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

Additional Annual Alternate Events (up to 3) – Dates to Be Determined

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete fireworks display lasting no less than seven (7) minutes.
2. Shells shall be “racked” and fired from an approved location and by a licensed pyrotechnic company and trained personnel.
3. All fireworks to be included in the presentation are to be premium quality 1.3G under UN 0335. No consumer grade fireworks are to be used.
4. The firework display should comprise a combination of 1.5 inch to 4 inch shells that meets the approval of the City of Mount Dora’s Fire Marshall. The breakdown of each section of the display shall be as follows:
5. Total Display Shells

600: 1 inch - 2.5 inch Premium single shot and multi shot cake effects
380: 3 inch Premium Fireworks Shells -variety of effects
120: 4 inch Premium Fireworks Shells -variety of effects
TOTAL SHELL COUNT: 1100

ATTACHMENT #1

Exhibit "B" Compensation

	Event Description	Year 1	Year 2	Year 3	Year 4 (Renewal)	Year 5 (Renewal)
1.	"Freedom on the Waterfront" July 3 Annually	\$28,500.00	\$28,500.00	\$28,500.00	\$30,000.00	\$30,000.00
2.	"Light Up Mount Dora" November 26 Annually	\$6,000.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00
3.	"New Year's Eve Celebration" December 31 Annually	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
4.	"Last Call" Last Saturday of July (Annual Alternate Event)	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
Subtotals (per year):		\$48,500.00	\$48,500.00	\$48,500.00	\$51,500.00	\$51,500.00
BID GRAND TOTAL (all annual events all years)					\$248,500.00	
5.	Each Additional Event: (Up to Three - Upon City Request Only)	\$6-7K each	\$6-7K each	\$6-7K each	\$6.5K-7.5K each	\$6.5K-7.5K each

Bid Grand Total (written): Two Hundred Forty Eight Thousand Five Hundred Dollars and 00 /100

RESOLUTION NO. 2023-55

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2023 NEW YEAR'S EVE BLOCK PARTY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; 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 2023 New Year's Eve Block Party is the tenth annual and is hosted by the City of Mount Dora; and

WHEREAS, the 2023 New Year's Eve Block Party event is scheduled for Sunday, December 31, 2023; and

WHEREAS, the annual New Year's Eve Block Party in Mount Dora includes a fireworks display; and

WHEREAS, the 2023 New Year's Eve Block Party requires the closing of the Fourth Avenue dock in order to conduct the fireworks display at 12:00 a.m. on January 1, 2024; and

WHEREAS, in accordance with Section 22.48, City of Mount Dora Code of Ordinances, the Fire Chief has approved the time, place and manner of the 2023 New Year's Eve Block Party fireworks display; and

WHEREAS, Section 22.48, City of Mount Dora Code of Ordinances, requires City Council approval for fireworks displays to be conducted in the City.

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

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

SECTION 2. Authorization for Fireworks Display and Dock Closure. The City Council hereby authorizes the 2023 New Year's Eve Block Party fireworks display and the closure of the Fourth Avenue Dock in order for the fireworks to be launched safely.

SECTION 3. Implementation of 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 fireworks display and closure of the Fourth Avenue Dock, 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 7th day of November, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins, City Attorney



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Shuttle Service Parking Solution

Introduction:

This is an opportunity for City Council to review and discuss shuttle service options as a downtown parking solution.

Discussion:

At the August 28, 2023 City Council Budget Workshop, City Council was presented options to provide a shuttle service between fringe areas and downtown to encourage the use of all parking resources:

1. Trolley shuttle service

- a. Request bids through a formal solicitation for a one-year pilot shuttle program to operate one trolley every Saturday from 11am - 7pm, with the option to add more days and extend into a multi-year contract if the pilot program is successful.
- b. Buy a trolley: approximately \$205,000 - \$207,000 + costs associated with a driver(s), maintenance, insurance, fuel and storage.

2. The Lake County Office of Transit Services was agreeable to provide:

- a. One to three 23' buses, dependent on desired arrival intervals, for \$50-\$100 per hour per vehicle.
- b. On-demand electric carts/ vehicles for \$40 per vehicle per hour.

To help fund the options through the Office of Transit Services, they have offered to help the City apply for a Florida Department of Transportation (FDOT) Service Development Grant. The grant requires a 50/50 match with funding up to three years. The application would be submitted May 2024, awarded July 2025, and implemented in October 2025.

This item is intended to address any remaining questions City Council may have to make a final determination.

Budget Impact:

Approximate budget impacts to FY 2023-24 are as follows:

Option 1a: Approximately \$62,400 for a one-year pilot program (with the option to add more days and extend into a multi-year contract) for additional unknown costs at this time.

Option 1b: Approximately \$205,000 - \$207,000 + costs associated with a driver(s), maintenance, insurance, fuel and storage.

Option 2a: \$20,800 - \$124,000 (dependent on number of buses and size) for one day a week with the option to add more.*

Option 2b: \$16,640 - \$49,920 (dependent on number of carts/vehicles and size) for one day a week with the option to add more.*

* The FDOT grant would cover half for three years effective 2025.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination

GOAL 2: Infrastructure / Public Safety

Objective 2.1. Improve parking capacity/Identify final location

Recommendation:

Staff recommends applying for the FDOT grant in 2024 for option 2b, and using the time in the interim to collect data through the wireless parking sensors.

Attachment(s):

Prepared by: Misty Sommer, Director of Economic Development & Public Information

Reviewed by: Adam Sumner, CRA Administrator

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 10/6/2023

Approved - 10/6/2023

Final Approval - 10/12/2023



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

DATE: November 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Discussion on Wolf Branch Innovation District Infrastructure

Introduction:

This is an opportunity for City Council to discuss infrastructure within the Wolf Branch Innovation District.

Discussion:

As directed by City Council at the October 17, 2023 regular session, this is an action item to discuss the Wolf Branch Innovation District as it pertains to infrastructure. This item is a follow-up from the recent Joint Workshop of the Lake County Board of County Commissioners and Mount Dora City Council that was held on October 16, 2023 at Sorrento Elementary School.

To assist in these discussions, attached are several maps showing the Joint Planning Area (JPA), the Wolf Branch Innovation District, and project locations.

Budget Impact:

No budget impacts pertaining to this discussion item.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.1. Develop Wolf Branch Innovation District (WBID)

1.1.1. Continue implementing the Wolf Branch Master Plan

GOAL 2: Infrastructure / Public Safety

Objective 2.4. Sustain City Infrastructure

2.4.2. Identify alternate, sustainable water supply sources

Recommendation:

City Council to discuss Wolf Branch Innovation District Infrastructure.

Attachment(s):

1. Attachment 1 JPA Boundary Map
2. Attachment 2 WBI District Map
3. Attachment 3 Project Map

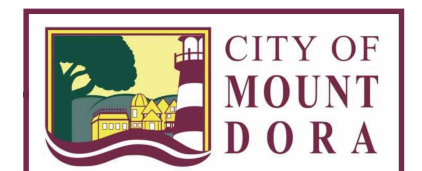
Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

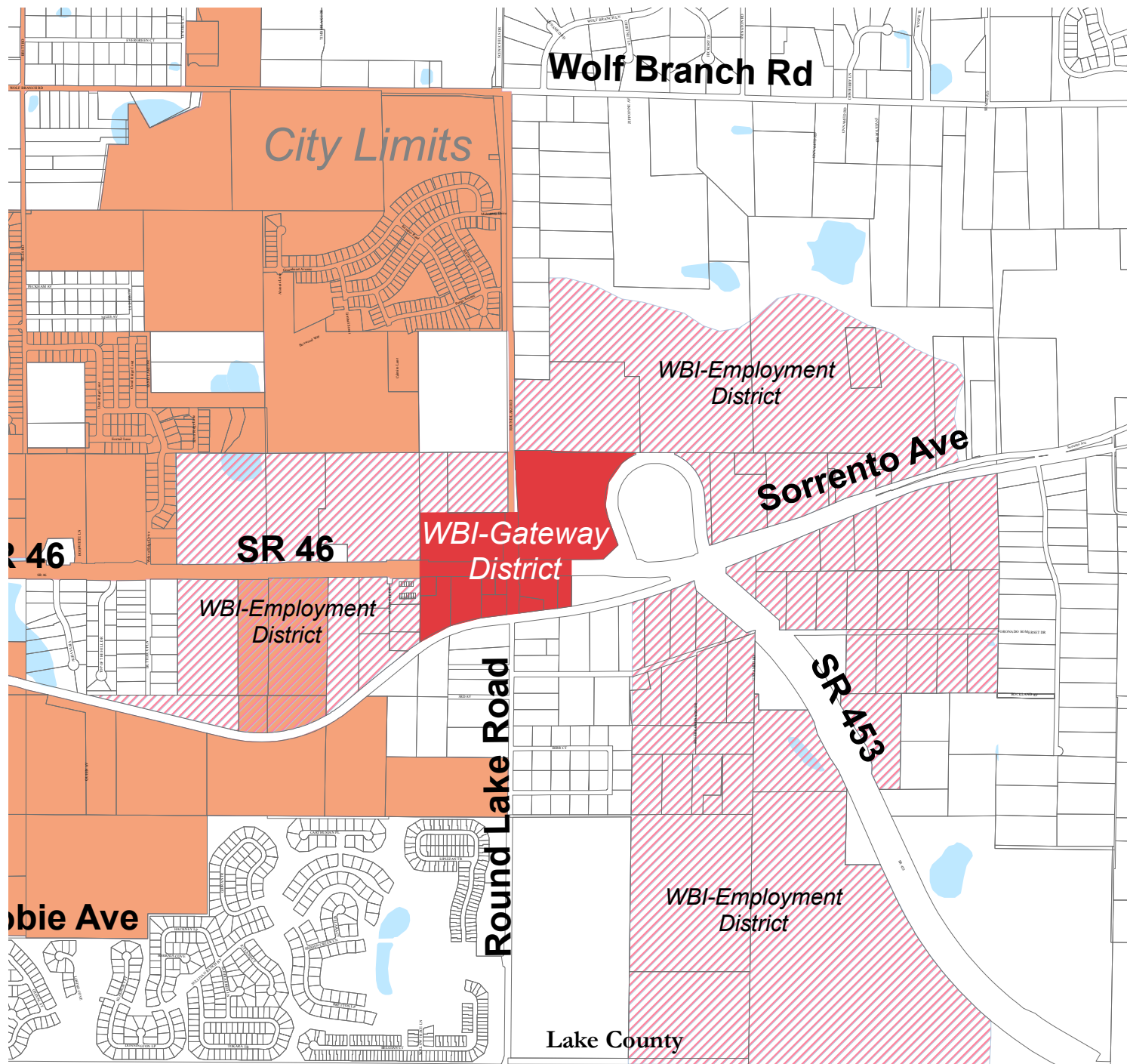
Approved - 10/20/2023
Final Approval - 11/2/2023

Legend

-  JPA Boundary
-  City Limits



Map Date: 2/28/2023



1 inch = 1,584 feet

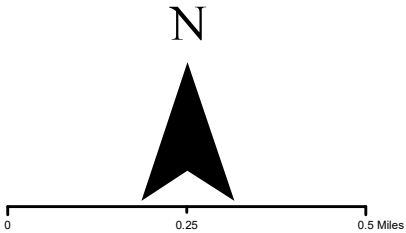
Wolf Branch Innovation Districts Area Map

Legend

- WBI-G District
- WBI-E District
- City Limits

Map Date: 10/18/2023





Project Map

Legend

- JPA
- City Limits
- JPA Project Reviews
 - MD North (Richland)
 - MD South (Richland)
 - Vista Ridge
 - Trailside

