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
January 16, 2024, 6:00 PM

AGENDA

Revised 1/12/2024

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact
2. Proclamation for Florida Arbor Day 4
* 3. Proclamation for Martin Luther King, Jr. Day 5.1

PUBLIC COMMENT

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Approval of Task Authorization with RCM Utilities, Inc. for Reclaimed Water Storage Pond Valve and Liner Repairs 6
2. Request Approval of Agreement Between the City of Mount Dora and the University of Central Florida Police Department For Voluntary Cooperation and Operational Assistance Mutual Aid 93
3. Request Ratification of Payment of DSK Law Invoice #493256, Invoice #496199, and Invoice #496439 in the aggregate amount of $53,239.32 for Investigative Services 99
4. Request Ratification of Payment of Roper PA Invoice #84847 and Invoice 114

#85341 in the aggregate amount of $570.00 114

5. Request Authorization to Purchase Electric Distribution Materials from Gresco Utility Supply Incorporated to replenish inventory stock for the Electric Utility Department 120

6. Request Approval of Task Authorization with Faden Builders in the Amount of $480,700.00 for the Renovation of Frank Brown Park 126

ACTION ITEMS

1. Request Approval of Reimbursement of City Manager Patrick Comiskey for Attorney Fees and Costs Associated with Whistleblower Investigation 339

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request approval First Reading of **Ordinance No. 2024-01**, Annexation for SAF NOB US 441, LLC (1.40 Acres) 346

2. Request approval First Reading of **Ordinance No. 2024-02**, Small-Scale Future Land Use Map Amendment for SAF NOB US 441, LLC (1.40 Acres) 384

3. Request approval First Reading of **Ordinance No. 2024-03**, Change in Zoning for SAF NOB US 441, LLC (1.40 Acres) 433

4. Request approval First Reading of **Ordinance No. 2024-04**, Designation of Historic Site for the Mount Dora Community Building 457

CITY MANAGER'S REPORT

1. Lobbyist Update 483

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Councilmember Dennis Dawson

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

UPCOMING MEETING DATES

- February 6, 2024, 6:00 PM, Regular Session
- February 20, 2024, 6:00 PM, Regular Session
- March 5, 2024, 6:00 PM, Regular Session
- March 19, 2024, 6:00 PM, Regular Session

ADJOURNMENT

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

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

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

DATE: **January 16, 2024**

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

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

SUBJECT: Proclamation for Florida Arbor Day

Introduction:
This is an opportunity for the Mayor to read the proclamation recognizing Florida Arbor Day 2024.

Discussion:
The City of Mount Dora has been recognized as a Tree City USA by the National Arbor Day Foundation since 1989, and desires to continue its tree planting efforts.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
Proclamation to be read into the record.

Attachment(s):
1. Proclamation.Florida Arbor Day.2024

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Patrick Comiskey, City Manager Final Approval - 1/9/2024

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than one million trees in Nebraska, and is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community, and are a source of joy and spiritual renewal; and

WHEREAS, the City of Mount Dora has been recognized as a Tree City USA by the National Arbor Day Foundation since 1989, and desires to continue its tree planting efforts; and

WHEREAS, though most of the nation extols the virtues of trees in April, each state observes Arbor Day at the time considered best for tree-planting in its particular region. In Florida, Arbor Day is the third Friday in January.

NOW, THEREFORE, **I**, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby proclaim January 19, 2024, as

FLORIDA ARBOR DAY

in the City of Mount Dora, and hereby encourage all citizens to support efforts to care for our trees and woodlands and to support the City's Tree Replacement Program. I further encourage all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 16th day of January 2024.

_____

Crissy Stile, Mayor

PROCLAMATION

WHEREAS, on a late summer day in 1963, the Reverend Dr. Martin Luther King, Jr. stood on the National Mall before hundreds of thousands of demonstrators who had gathered to march for freedom, justice, and equality, and shared a dream that has continued to inspire a Nation: To bring justice where there is injustice, freedom where there is oppression, peace where there is violence, and opportunity where there is poverty; and

WHEREAS, Dr. King devoted his life to advancing equality, social justice, and opportunity for all, and, through his teachings which continue to guide and inspire us, challenged all Americans to participate in the never-ending work of building a more perfect union; and

WHEREAS, Dr. King once said, "We have an opportunity to make America a better Nation. I may not get there with you, but I want you to know tonight that we, as a people, will get to the Promised Land"; and

WHEREAS, from the pulpit to the podium to the streets, Dr. King's activism and moral authority helped usher in the Civil Rights Act of 1964 and the Voting Rights Act of 1965, giving a voice to the restless spirit of millions yearning for change; and

WHEREAS, though we recognize that our Nation has yet to reach Dr. King's Promised Land, this is not an admission of defeat, but a call to action during these challenging times.

NOW, THEREFORE, **I**, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby proclaim January 15, 2024, as

MARTIN LUTHER KING, JR. DAY

in the City of Mount Dora, and hereby encourage all citizens to honor Dr. King and his work as we continue pushing forward in our struggle to realize his dream for a freer, fairer, and more just society.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 16th day of January 2024.

_____

Crissy Stile, Mayor

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

DATE: **January 16, 2024**

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

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

SUBJECT: Request Approval of Task Authorization with RCM Utilities, Inc. for Reclaimed Water Storage Pond Valve and Liner Repairs

Introduction:
This is a request for Council to approve a task authorization for RCM Utilities, Inc. to perform valve replacement and liner repairs at the reclaimed water storage pond site.

Discussion:
The City's reclaimed water storage pond located on CR 19A needs liner repair and four valves require replacement. This work is part of the WWTP#1 alternative maintenance improvement plan presented to Council in March 2023.

Budget Impact:
This work is funded under GL#425-5555-580.63-01-WA2002 in the amount of $102,575.00.

Strategic Impact:
Objective 2.4. Sustain City Infrastructure

Recommendation:
Council approve a task authorization for RCM Utilities, Inc. to perform valve replacement and liner repairs at the reclaimed water storage pond site.

Attachment(s):
1. Attachment #1: Executed Reso No. 2019-184 Water and Wastewater Misc Construction Maintenance
2. Attachment #2: Amendment 1 Extending Piggyback Agreement with RCM Utilities.06.07.2023.exp.12.17.2025
3. Signed Task Authorization 20231220153924823

Prepared by:	GEORGE MAREK, Public Works Director	
Reviewed by:	GEORGE MAREK, Public Works Director	Approved - 12/21/2023
	Aneta Barton, Budget Director	Approved - 1/9/2024
	City Attorney, City Attorney	Approved - 1/10/2024
	Jeanann Hand, City Clerk	Approved - 1/10/2024
	Patrick Comiskey, City Manager	Final Approval - 1/11/2024

ATTACHMENT #1

RESOLUTION NO. 2019-184

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO WATER AND WASTEWATER MISCELLANEOUS CONSTRUCTION AND MAINTENANCE SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF PIGGYBACK AGREEMENT AND AUTHORIZATION 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 of Mount Dora Public Works Department maintains water and wastewater utilities for the health, safety and welfare of its residential and business customers; and

WHEREAS, it is critical to the proper function of water and wastewater utility systems that regular maintenance activities be performed; and

WHEREAS, the City of Zephyrhills competitively solicited and negotiated an agreement with RCM Utilities, Inc, for Water and Wastewater Miscellaneous Construction and Maintenance Services through RFP 35-19-01; and

WHEREAS, the City of Mount Dora desires to enter into a contract with RCM Utilities, Inc., under the same terms and applicable conditions as that agreement executed with the City of Zephyrhills; and

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

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

WHEREAS, the City has determined that in this circumstance, entering into cooperative purchase agreement with RCM Utilities, Inc., is the most economically advantageous way for the City to procure this service.

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

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

SECTION 2. Approval of Piggyback Agreements and Authorization to Execute. The Agreement, between the City of Mount Dora and RCM Utilities, Inc., attached hereto as **Exhibit "A"** is hereby approved. The Mayor to authorized to execute the Agreement on behalf of the City.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such 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 cooperative purchase agreement related to water and wastewater miscellaneous construction and maintenance services, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 17 day of December, 2019.

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

ATTEST:

Gwen Keough-Johns, MMC, City Clerk

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

Sherry G. Sutphen, City Attorney

ATTACHMENT #1

Exhibit "A"
to Resolution 2019-111
Piggyback Agreement for Substation Maintenance Services
between City of Mount Dora and RCM Utilities, Inc.

ATTACHMENT #1

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and RCM Utilities, Inc., 100 West. Mills Avenue, Eustis, Florida 32726, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Water and Wastewater Miscellaneous Construction and Maintenance Services Agreement between the City of Zephyrhills and the CONTRACTOR, dated August 12, 2019, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract" which was competitively solicited for and negotiated by the City of Zephyrhills through RFP 35-19-01; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

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

SECTION 1. TERM.

The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the CITY and pursuant to Article 3, Term of Agreement, may be extended for an additional three (3) year term.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit "A"** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

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

CITY: City of Mount Dora
Attn: Robin Hayes
510 N. Baker Street

Mount Dora, Florida 32757
HayesR@ci.mount-dora.fl.us

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

CONTRACTOR: RCM Utilities, Inc.
100 West Mills Avenue
Eustis, Florida 32726

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

To the extent that any conflict shall arise between this Agreement or any CITY issued purchase order and the terms and conditions of Exhibit A attached hereto, the terms and conditions of this Agreement or any CITY issued purchase order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

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

Signatures on Following Page

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 17 day of December, 2019.

CITY OF MOUNT DORA

Catherine T. Hoechst

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

ATTEST:

Gwen Keough-Johns

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

Sherry G. Sutphen
City Attorney

CONTRACTOR RCM Utilities, LLC

Christopher R. Creech

Print: Christopher R. Creech

Title: Manager

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was executed before me this 10 day of December 2019, by Christopher Creech, as Manager of RCM Utilities, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced _____ as identification.

(stamp)

MELISSA MOSS
Commission # GG 356053
Expires November 8, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Melissa Moss

NOTARY PUBLIC

ATTACHMENT #1

CITY OF ZEPHYRHILLS

Water & Wastewater Miscellaneous Construction/Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2019 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 ("City") and **RCM Utilities,** a corporation organized and authorized to do business in the State of Florida, having its principal office at **100 West Mills Avenue, Eustis, FL 32726** "Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall have an initial term of three (3) years with an option to renew for an additional three (3) year term..

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response their response, attached as Exhibit B. The City would prefer payment made via City's credit card.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICIAL 6 – CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

RCM Utilities
100 West Mills Avenue
Eustis, FL 32726

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 **IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI. ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. *Contractor/Vendor* recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to

defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $ 1,000,000(this could be $2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

ARTICLE 14 – FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the tme for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered
In the presence of:

Witness

Witness

CITY OF ZEPHYRHILLS

Kenneth M. Burgess, Jr., Council President

Attest:
Lori L. Hillman, City Clerk

ATTACHMENT #1

Signed, Sealed and Delivered
In the presence of:

Witness John C. Riggs

Witness Melissa Moss

RCM UTILITIES

By: Christopher R. Creech
Name: Christopher R. Creech
Title: Manager

Exhibit A

ATTACHMENT #1

SUBMIT BID RESPONSE TO:		REQUEST FOR PROPOSAL
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		Response Acknowledgement

PURCHASING AGENT: Karen Miller	AN EQUAL OPPORTUNITY EMPLOYER	
Phone: 813-780-0000 x3536	FLORIDA TAX EXEMPT	#85-8012740166C-4
Email: Purchasing1@ci.zephyrhills.fl.us	FEDERAL IDENTIFICATION NUMBER	#59-6000455

BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BidNet Direct, https://www.bidnetdirect.com/

City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services	Friday -July 26, 2019 - 3 PM

PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None

DATE: Friday - June 28, 2019 **TIME:** 10:00 AM

City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL

RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

If returning as a "NO" state reason:

TELPHONE NUMBER:

EMAIL ADDRESS:

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

X

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ___ day of _____, 2019

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

_____ _____

Notary Signature State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

ATTACHMENT #1

TABLE OF CONTENTS

		Page
RFP Response Form		3
Section 1.0	Introduction & General Requirements	4
Section 2.0	Scope of Work	12
Section 3.0	Proposal Package Criteria	13
Section 4.0	Evaluation Criteria & Ranking Process	16
Section 5.0	Forms	17

ATTACHMENT #1

City of Zephyrhills
RFP Response Form

PROJECT IDENTIFICATION NUMBER: 35-19–01
PROJECT NAME: Water & Wastewater Miscellaneous Construction Services
RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- ☐ **RFP Acceptance**
- ☐ **Drug Free Workplace Form**
- ☐ **Non-Collusive Affidavit**
- ☐ **Public Entity Crimes**
- ☐ **Addenda Receipt Acknowledgement**
- ☐ **E-Verify**
- ☐ **TAB 3-References**
- ☐ **TAB 5-Equipment List**
- ☐ **RFP Cover Response Form**
- ☐ **Firm Data Sheet**
- ☐ **Firm Data Sheet-Sub Consultant**
- ☐ **Fee Proposal Form**
- ☐ **TAB 1-Licenses**
- ☐ **TAB 2-Resume**
- ☐ **TAB 4-Office Location**

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ Date _____

Notary or Corporate

ATTACHMENT #1

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."

1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within **thirty (30)** days after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked proposer, or to call for new proposals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded firm will be cause for termination of the **"Water & Wastewater Miscellaneous Construction Services"**.

1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may e-mail their requests for additional information or clarifications in accordance with Article 1.4 **Cone of Silence**. The cone of silence is applied to all communications concerning any bid, RFP and/or RFQ before intent to award is issued. All communications are to be directed to the Purchasing Agent, Karen Miller at purchasing1@ci.zephyrhills.fl.us. Any request for additional information or clarification must be received in writing **no later than Friday, July 19, 2019 by 3:00 PM.**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter or addenda form.

1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.

1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Water & Wastewater Miscellaneous Construction Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.6 Response Package: Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

1.6.1 Each response submitted for evaluation must meet the requirements specified in the RFP.

1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.

1.6.3 Any submittal found unacceptable will not be considered for selection for this project.

1.7 Changes/Alterations: Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.

1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section 1.3. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

1.10 Reject Proposals: The City of Zephyrhills reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for these services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.

1.11 Proposer's Expenditures: Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Conduct no activity or provide any service that is unlawful or offensive.

1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

1.14 Indemnification and Insurance Requirements

1.14.1 Indemnification: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the

termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the city's own negligence.

1.14.2 Insurance:

Contractor/vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 (this could be $2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

This RFP/contract will also include either proof the contractor is covered by a pollution policy for $1,000,000 for each pollution condition or listed under the coverage for the City as coverage. Proof of coverage will be required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage: ***For any contracts that may apply to the following in the first sentence should also include statement below.*** If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction,

additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or $25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

1.15 Termination (Cause and/or Convenience).

1.15.1 This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

1.15.2 This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

1.15.3 If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

1.15.4 Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the

contractor/vendor in performing this contract, whether completed or in process.

1.15.5 Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

1.15.6 If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Distribution/Advertised	June 21, 2019
Pre-Conference	June 28, 2019 10 AM
Questions Deadline	July 19, 2019 3 PM
RFP Deadline	July 26, 2019 3 PM
Review Responses	July 26 thru August 2
Interviews	August 2, 2019 Tentatively
Presented to City Council	August 12, 2019 6 PM

1.17 RFP Availability: RFP documents, plans, addendums can be viewed and downloaded from BidNet Direct at https://www.bidnetdirect.com/florida/cityofzephyrhills or the City Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted *(mailed or delivered by the deadline listed in the Time Table)* to the City of Zephyrhills – Purchasing, 5335 8th Street, Zephyrhills, Florida 33542.

Proposal Submission: One original and five copies **(a total of six)** shall be delivered to the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542, prior to the Opening time of **Friday, July 26, 2019 3:00 p.m.**, EDT. Proposals shall not be more than the total pages indicated in Section 3 while still meeting proposal requirements.

The delivery of the proposals to the City of Zephyrhills prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Proposer must affix their corporate seal (if any) to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary public.

The submittal of a proposal by a preparer will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

Each proposer is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late submissions shall be returned unopened to the firm or individual with the notation "the Proposal was receive after the delivery time designated for the receipt and opening of the proposals."

1.18 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

1.19 Oral Presentation: A formal oral presentation **may** be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit/demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.

1.20 Acceptance of Applicable Policies & Procedures.

1.21.1 Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.

1.21.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their approval of the ranking recommendation. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

1.22 Written Selection Process.

Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria listed in Section 4.0. Based on the ranking of the written review the top four (4) firms may be requested to participate in the interview process. See Section 1.23. If the Evaluation Committee decides to bypass Section 1.23, then the firms will be ranked (See Section 1.27) and prepared to be presented to the City Manager for presentation to the City Council.

1.23 Formal Interview Evaluation Criteria

- Overall impression of key team members
- Ability to provide service
- Ability of communicate during interview process.
- Effectively respond to questions and problem solve during interview
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.24 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.25 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the survey process. All key personnel should be present at the interview.

1.26 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written proposals; their evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Proposal quality and references
- Demonstrated understanding and success of similar projects.
- Ability to perform the work within the stated timeframe.
- Approach to maintenance plan and costs

1.27 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that proposer and the City shall initiate negotiations with the second ranked proposer to arrive at an acceptable contract, and so on.

1.29 Exception to the RFP. Proposers may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as nonresponsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

1.30 Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall I be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any proposal once submitted.

1.31 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

1.32 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

1.33 Right to Protest. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.

1.34 **IF CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. The City of Zephyrhills is seeking the services:

a) Underground utility contractors
b) General contractors
c) Utility electricians
d) Specialty contractors

Contractors are to be licensed in the State of Florida to provide complete contracting services and emergency repair services of a wide variety of water and wastewater utility projects.

2.2 Services shall include but are not limited to:

a) Construction supervision/administration
b) New construction of water/sewer mains, lift stations, manholes, wells and appurtenances.
c) Renovations and retrofits for water and sewer mains lift stations, manholes, wells, water and wastewater treatment plant components and appurtenances, infiltration and inflow removal projects and cleaning and televising sanitary sewer lines.
d) Demolition associated with renovations/retrofits
e) Scheduling work and subcontractors in harmony with the City of Zephyrhills, Florida Operations
f) Estimating cost of future projects
g) Repairs (emergency and non-emergency) of water/sewer mains, lift stations, manholes, valves, master meters, backflow devices, fire hydrants, wells, water and wastewater treatment plant components, and SCADA programming/instrumentation and control work.

2.3 The contractors selected for these services will work with Utilities Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.4 The City will be selecting two (2) firms for these services. The two top rank firms who have a successful negotiation will be awarded the contract.

2.5 Warranty. The selected Contractor(s) will provide the City with a minimum:

a) One (1) year warranty for all service work performed
b) Ten (10) year warranty on all manhole and lift station coating

This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed applicable City Technical Standards and/or local County Technical Standards.

2.6 Term of Contract. The contract term is anticipated for the period of thirty six (36) months. This contract can be renewed for an additional one (1) thirty six (36) month period. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

2.7 Payment and Performance Bonds. Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No

further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

2.8 ADDITIONAL INFORMATION/REQUIREMENTS.

2.8.1 The City shall provide a summary of work ("Work") to one (1) or more of the Contractors selected based upon the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.

a) Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission and additional ten (10) business days can be requested. Proposal submittal will not be more than twenty (20) business days after the initial request.

b) The key personnel named in the proposal shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.

2.8.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.

2.8.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.

2.8.4 The purpose and intent of this solicitation is to establish contract arrangements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

SECTION 3

PROPOSAL PACKAGE CRITERIA - Six (6) copies of the firm's response must be submitted. Five (5) copies should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. Maximum page count should not exceed **32**. Each copy must contain the following:

3.0 Introductory letter, optional, may be provided by the submitting firm. Can be served as a transmittal document. One (1) page maximum. This letter shall not include any information to be considered for evaluation by the Selection Committee.

3.1 **Cover sheet** and Tab Sheets of your response *(Not part of the page count)*

3.2 The **TABLE OF CONTENTS FOR Water & Wastewater Misc Construction/Maintenance Services RESPONSE** is to be completed by the submitting firm and included in the bound copies of the firm's response. *(Not part of the page count)*

3.2.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS.

3.2.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.

3.2.3 The **FIRM DATA SHEET** for the prime firm only.

3.2.4 Package should include:

TAB 1. Proposer's credentials & previous performance on similar jobs

(Maximum 30 Points). Proposers shall provide, in detail their credentials for providing construction services for water and wastewater utility projects and any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Include a description of the proposer's business history and number of years in operation. **Must include copies of General Contractor and Underground Contractor licenses.**

TAB 2. Staff Credentials and Resumes

(Maximum 10 Points). The proposer shall include the name, title, address and telephone number of persons who will both manage and be assigned to perform services under the proposal. A signed one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required shall be included. Failure to do so may be cause for rejection of the proposal. Credentials will be subject to verification.

In the event there should be a change in the person(s) names assigned to perform the services under this contract, the contractor shall submit, for approval to the City, the credentials and resumes of the person(s) the contractor wishes to perform the services under this contract

FIELD FOREMAN MINIMUM REQUIREMENTS:

- ☐ 5 YEARS EXPERIENCE AS FOREMAN OR SUPERVISOR
- ☐ MANHOLE AND WET WELL SEWPERCOATING FOREMAN TO HAVE 5 YEARS EXPERIENCE

TAB 3. References

(Maximum 30 Points) A list of five (5) applicable customer references is to be provided who have contracted for similar services offered by the proposer, which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. The list shall include:

a. Company name and address.
b. Contracting officer and telephone number.
c. Technical representative and telephone number.
d. A brief, written description of the project.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal

TAB 4. Office Location. **(Maximum 10 Points)**. Rating will be based on ease of contract administration and responsiveness. The proposer with all key personnel located within two (2) hours of the City of Zephyrhills.

TAB 5. Responsiveness/Availability of Equipment. **(Maximum 10 Points).** Proposer shall submit a complete list of all equipment owned by their firm to include the location of the yard where the equipment is stored when not in use.

TAB 6. Hourly Rates and Equipment Rates. **(Maximum 10 Points).** Proposer shall submit a list of hourly rates for personnel and hourly/daily/weekly/monthly rates for equipment for emergency work and planned Not-to-Exceed work. Proposer shall also identify the percentage markup charged on materials, subcontracted labor, etc.

- ❑ Must include list of equipment owned
- ❑ Is office facility owned or rented

TAB 7. Acceptance of Conditions. Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City

TAB 8. Required Forms-In addition to above *(Not part of the page count)*

- ❑ Proposer's Checklist
- ❑ Firm Data Sheet
- ❑ Firm Data Sheet-Subcontractor
- ❑ Drug Free Workplace
- ❑ Statement of No Response
- ❑ E-Verify
- ❑ RFP Acceptance
- ❑ Public Entity Crimes
- ❑ Addenda
- ❑ Non-Collusive Affidavit

3.4 **Financial Capacity TAB 9.** Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follows: (4) page maximum

3.4.1 Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.

3.4.2 Ownership. Provide information on the form of ownership, principal owners, length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

3.5 The response information should be included on either the forms provided in this RFP, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

SECTION 4 - EVALUATION CRITERIA & RANKING PROCESS

4.1 General Ranking. The evaluation and ranking of all Competitive proposals received shall be accomplished utilizing the criteria described in this Section.

4.2 Selection Criteria. All proposals shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the proposal:

30	Credentials & Previous Performance on Similar Jobs
10	Staff Credentials & Resumes
30	References
10	Office Location
10	Responsive & Availability of Equipment
10	Hourly Rates for Personnel & Equipment
100	*Ranking based on 100 point system-maximum*
-5	Missing Documentation

SECTION 5 - FORMS

ATTACHMENT #1

FIRM DATA SHEET **RFP 35-19-01**

APPLICANT FIRM NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

_____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

_____

_____

Name/Title/Phone Number of two Principals in the firm:

_____

_____

Present Offices: City/State/Number of personnel for each:

_____

_____

ATTACHMENT #1

FIRM DATA SHEET – SUB-CONTRACTOR **RFP 35-19-01**

SUBCONTRACTOR:

Firm Name and Address	Services to be Provided
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

ATTACHMENT #1

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:
(Name of Business)

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

_____
Bidder's Signature

_____
Date

PUR062.036
re. 10/97

ATTACHMENT #1

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

ATTACHMENT #1

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known_____

Or Produced identification_____
Notary Public – State of _____

_____
My commission expires_____
(Type of Identification)

_____
(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

ATTACHMENT #1

Addenda Receipt Acknowledgment

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

_____

Signature/Date **(Executed by Corporate Authority)**

ATTACHMENT #1

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

_____
Officer

_____ *(Company Name)*

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ *(name and title of corporate officer)*
of _____ *(Name of Corporation),*
a _____ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

_____ *(Signature line for notary public)*

_____ *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: _____
Serial number, if any _____

ATTACHMENT #1

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction /Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

ATTACHMENT #1

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

_____ _____
Authorized Signature Date

_____
Printed Name

_____
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this _____ day of _____A.D. 2019

_____(Seal) By:_____
Title:_____

ATTACHMENT #1

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor		
Foreman		
Helper - Labor Only		
Helper with Truck/Trailer		
Backflow Technician		
Other: (EXPLAIN)		
Please provide when after hours would apply		

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator							
Back Hoe with Operator							
Vac Truck - 2 Man Crew							
CCTV Camera Trailer with Operator							
Tractor with Bucket with Operator							
4" Sewage Bypass Pump with Hoses							
Bypass Pump Fuel Additional							
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator							
Infiltrator MH Leak Stop Plus Labor							
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man							
Metal Fabrication/Welder							
Sand Blast Trailer Rig with Crew							
Sand Blasting Sand							
Compactor with Operator							
Air Compressor Road Bore							

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	
Materials from Stock	
Subcontract Labor	
Performance and Payment Bond	Cost

Company Name: _____

Authorized Signature/Date: _____

SUBMITTED BY:

RCM UTILITIES
100 WEST MILLS AVENUE
EUSTIS, FL 32726
352-561-2990

RFP 35-19-01
WATER & WASTEWATER MISC. CONSTRUCTION / MAINTENANCE SERVICES

ATTACHMENT #1

Table of Contents

Tab 1 – Credentials & Previous Performance .....

RCM's Credentials & Previous Performance 1

Underground Utility & Excavation Contractor License 2

Backflow Prevention Tester Certification.....3

Introduction to Lift Station Electrical Troubleshooting.....4

Tab 2 – Staff Credentials and Resumes .....

RCM's Staff Credentials.....5

Christopher Creech's Resume 6

Weston Hart wright's Resume 7

John C Riggs' Resume 8

Bradley Green's Resume 9

Melissa Moss' Resume 10

Bradley Miller's Resume (Subcontractor) 11

Maxx Environmental Staff Experience 12

Tab 3 – References .....

RCM's References.....13

Max Environmental Refences (Subcontractor) 14

Kerneos Reference 15

Tab 4 – Office Location .....

RCM's Office Location 16

Tab 5 – Responsiveness and Availability of Equipment .....

RCM's Equipment List.....17

Maxx Environmental Response Approach 18

Tab 6 – Hourly Rates & Equipment Rates .....

RCM's Labor / Equipment Rate Form.....19

Tab 7 – Acceptance of Conditions .....

RCM's Acceptance of Conditions.....20

Tab 8 – Required Forms.....

Firm Data Sheet.....21

Firm Data Sheet - Subcontractor.....22

Drug Free Workplace.....23
Public Entity Crimes.....24 & 25
Addenda Receipt Acknowledgement.....26
Non-Collusive Affidavit.....27
E-Verify.....28
RFP Acceptance.....29
Tab 9– Financial Capacity.....
RCM's Financial Capacity.....30-37
Max Environmental Financial Strength.....38

TAB 1 - CREDENTIALS & PREVIOUS PERFORMANCE

RCM Utilities, LLC has been serving the greater central Florida area in all aspects of the water and wastewater industry for 1 ½ years. We have earned the credibility and trust of our customers through top quality, on time performance, coupled with excellent customer service and management skills.

RCM Utilities has provided services and has experience in the following types of water and wastewater work:

Lift station rehabilitation, installation, inspection & repair
Water treatment plant rehabilitation, new construction & repair
Wastewater treatment plat rehabilitation, new construction & repair

Examples of successfully and reliably completed construction services for water and wastewater utility projects include:

Hawthorne – Remove & replace High Service Pump at WTP – September 2018
Hawthorne – Installation of water main line valves – October 2018
City of Tavares – Lift Station #9 Rehab – April 2019
City of Tavares – Lift Station #47 – July 2019
City of Groveland – Lift Station #16 – June 2019
The Villages CPM – SEWWCA IPS #2 - June 2019
The Valley MHP – Replace Hydro Pneumatic Tank at WTP – July 2019
Saddle Oak Club MHP – Replace Generator and auto transfer switch to WTP – July 2019

RCM is staffed, equipped, and experienced to perform new construction of water / sewer mains, lift stations, manhole, well and appurtenances as well as renovations and retrofits and repairs emergency and non-emergency.

Licenses and Certifications held by RCM Utilities:

Underground Utility Contractor: CUC1225240
Backflow Prevention Tester – T12-18-8167
Backflow Prevention Assembly Repair & Maintenance
Introduction to Lift Station Electrical Troubleshooting
Department of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Infiltrator Systems Training

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
419 N GROVE ST
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies that

Christopher Creech

has satisfactorily completed the
examinations for

Backflow Prevention Tester Re-certification

Certificate of Completion

December 13-14, 2018

American Water Works Association
FloridaSection

Date issued: 12/14/2018
Certificate No.: T12-18-8167
Expiration: 12/31/2020
Operator Certification Program
Course#: 04191009
CEU's: 0.8

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7

Carol Hinton
Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

Christopher Ryan Creech

attended

Introduction to Lift Station Electrical Troubleshooting

April 9-10, 2019

and is awarded this

Certificate of Attendance

Date Issued: **04/10/2019**
TREEO FDEP OCP **04191040**: CEUs **1.6 DW WW DS**
FBPE Provider #: **0004021** : CEHs **16**

Carol Hinton
Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

TAB 2 – STAFF CREDENTIALS AND RESUMES

Christopher Creech:	Owner, Estimator, General Manager Total Years' Experience: 10 years
John C. Riggs:	Operations Manager, Safety Officer Total Years' Experience: 11 years
Weston Hartwright:	Field Supervisor, Crew Foreman Total Years' Experience: 12 years
Bradley Green:	Crew Foreman Total Years' Experience: 3 years
Melissa Moss:	Executive Assistant Total Years' Experience: 8 years
Bradley Miller: Subcontractor	Supervisor Total Years' Experience: 15 years

ATTACHMENT #1

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE:

April 2018 – Present — RCM Utilities, LLC
Position: Owner, Estimator, General Manager

Mar 2015 – April 2018 — Utility Technicians, Inc.
Position: Project Manager, Estimator, Vice President, General Manager
Duties: Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations

July 2011 – Mar 2015 — Utility Technicians, Inc.
Position: Foreman, Construction & Service Technician
Duties: Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes

Feb, 2008-July 2011 — Utility Technicians, Inc.
Position: Laborer
Duties: Assisted foreman with installation of lift stations, water line repairs and service work

May 2007-Feb 2008 — Kerr's Truck and Car Sales
Position: Mechanic and sales
Duties: Maintained vehicles and sold vehicles.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:
Certified Underground Utility and Excavation Contractor License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training

EDUCATION: Umatilla High School, graduated 2007

Signature Christopher R. Creech

ATTACHMENT #1

WESTON HARTWRIGHT

EMPLOYMENT EXPERIENCE:

June 2019 – Present	RCM Utilities, LLC
Position:	Field Supervisor
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew
Nov 2011 – May 2019	Utility Technicians, Inc.
Position:	Field Foreman, Construction & Service
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew
Jun 2009 – Nov 2011	City of Clermont
Position:	Utilities Department Technician
Duties:	Lift station and new construction technician
Sep 2005 – May 2009	Utility Technicians, Inc.
Position:	Construction & Service Technician
Duties:	Service and repair of water & sewer plants and lift stations
Jan 1994 – Aug 2005	Donahue's Automotive Company
Position:	Vehicle Mechanic

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high-pressure grouting

CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 1994

Signature Weston Hartwright

ATTACHMENT #1

JOHN C. RIGGS

WORK EXPERIENCE:

RCM Utilities **July 2019 to Present**

Operations Manager and Safety Officer – handles all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspection

Professional Dirt Services **Feb 2016 to July 2019**

Project Manager – involved in the early stages of project development through to completion; coordinate work and communication on multiple jobs with job foremen; coordinate internal resources and third parties/vendors to maintain schedule and ensure materials are available when needed; establish and maintain relationships with third parties/vendors; handle schedule interruptions; maintain all permits, required tests and surveys; report job status to owner and client; coordinate with estimator, architects, engineers and surveyors

Utility Technicians **Apr 2006 to Feb 2016**

Operations Manager and Safety Officer – handled all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspections

Codding Sand & Soil **Jun 2002 to Apr 2006**

Customer service – handled orders for dirt supplies; processed invoices; collected payments, scheduled deliveries

Hudalla Group **Jan 2002 to Jun 2002**

Manufacturer's rep – managed territory of Florida, southern Georgia, and Alabama; met dealers on location to introduce products and complete sales orders

Warren and Sweat Manufacturing **Jun 1990 to Dec 2001**

General Manager for company with $4mm+ sales –outside sales; customer service; materials purchasing; researched and evaluated new material sources; inventory control; coordinated with research and development department; operations manager for 60+ employees, organized company events at trade shows, overseas travel for purchasing

EDUCATION: Graduated from William R. Boone High School, Orlando, Class of 1975
Attended Valencia Community College
Seminars: Inventory Control, Managing Multiple Projects, Priorities and Deadlines, OSHA Construction Safety

Signature John C. Riggs

ATTACHMENT #1

BRADLEY GREEN

EMPLOYMENT EXPERIENCE:

May 2018 – Present	RCM Utilities, LLC
Position:	Crew Foreman
Duties:	Installation and service of lift stations, construction of water plants, water line construction & supervise crew
Nov 2016 – May 2018	Gene Green's Lawn Care
Position:	Manager
Duties:	Managed crews for lawn care services
June 2014 – Nov. 2016	Utility Technicians, Inc.
Position:	Construction Laborer
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning

CERTIFICATIONS: Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic (MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 2014

Signature _____

ATTACHMENT #1

MELISSA MOSS

EMPLOYMENT EXPERIENCE:

January 2019 – Present RCM Utilities, LLC
Position: Executive Assistant and Corporate Officer
Duties:

- Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company
- Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes
- Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing
- Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records
- Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents
- Maintain water billing community records, respond to questions and concerns with customers, accept and post payments for water bills, create weekly deposits, make adjustments and corrections to accounts, process water meter readings, generate and mail water billing charges, process all water consumption, water loss reports, and financial reports for water billing communities
- Answer, direct or handle all incoming telephone calls
- Maintain corporate personnel manual and drug-free workplace manual
- Maintain office equipment leases, repairs and supplies

Sept 2011 – Nov. 2018 Utility Technicians, Inc.
Position: Administrative Assistant
Duties: Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians

April 2009 – June 2011 Allen's Well Drilling, Inc.
Position: Secretary
Duties: Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.

Jan 2006 – April 2009 Hidden Valley Ranch & Nursery, Inc.
Position: Secretary
Duties: Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing

June 1989 -Sept. 2005 Winn-Dixie
Position: Pricing Manager
Duties: Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

Signature Melissa Moss

Bradley Miller
(561) 398-2781
brad@maxxenvironmental.com

Feb 2016-Present **Supervisor – Maxx Environmental, Riviera Beach**
(3.5 Years)

Maxx Environmental, LLC is a family owned business providing specialized underground sewer and drainage infrastructure rehabilitation and repair services on private and public projects utilizing primarily Sewpercoat;.

Tasks & duties;

- Supervise employees and projects from beginning to completion
- Attend pre-bids and pre and post-construction meetings with owners
- Compile project schedules, work-orders, material logs and safety program
- Conduct office and job-site work and safety meetings with employees
- Produce and maintain job cost, profit and loss reports
- Work with engineers and owners on design-builds and on-site conflict resolution

Feb 2013-Feb 2016 **Account Manager - Fortiline Waterworks, Riviera Bch**
(3 Years)

Fortiline is an underground utility water & sewer materials distributor. My tasks were to handle several customers with plan take-offs, quotes, material shipments, invoicing, job-site conflicts, emergency situation resolution, engineer design assistance on private development and public commercial construction projects ranging from $500,000 to $10 million dollars.

Aug 2002–Feb 2013 **Supervisor – CEES, Inc, West Palm Beach, Fl**
(11 Years)

CEES, Inc. (Chaz Equipment) was a Sewpercoat applicator providing underground sewer and drainage structure rehabilitation throughout the state of Florida.
I handled all facets of operations, scheduling, business development, marketing and maintained master stand-alone data-base systems including all facets of daily operations. As supervisor for over a decade I coordinated a total of 40 million dollars of construction and rehabilitation work from inception to closeout.

EDUCATION

Sep 1986 – May 1989 **American Academy High School, Nicosia Cyprus**

Aug 1989 – May 1993 **Wheeling Jesuit University (BA), Wheeling, WV**

7/9/19 BRADLEY MILLER

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Maxx Environmental Staff Experience with Sewpercoat in the State of Florida

For further verification of our experience please feel free to call;
David Waters; (352) 483-6434 ***(Porter & Assoc. – Sewpercoat Florida rep)***
Joseph Talley; (757) 339-3327 ***(Sewpercoat national manufacturers rep)***

Brad Miller: Supervisor
Total Years Experience - 15+ years
Total Manholes Coated - 12,000+ (72,000vf)
Total Wet Wells Coated - 1000 + (18,000vf)

Jeff Ducote: Crew Leader / Gunner & Mixer
Total Years Experience - 3+ years
Total Manholes Coated - 500+ (3,000vf)
Total Wet Wells Coated - 30+ (600vf)

Israel Soto: Skilled / Specialized Labor / Gunner & Mixer
Total Years Experience - 11+ years
Total Manholes Coated - 5,000+ (30,000vf)
Total Wet Wells Coated - 200+ (3,000vf)

Jorge Soto: Skilled / Specialized Labor / Gunner & Mixer
Total Years Experience - 2+ years
Total Manholes Coated - 300+ (1,800vf)
Total Wet Wells Coated - 20+ (300vf)

RCM UTILITIES

TAB 3 - REFERENCES

City of Tavares
201 E. Main Street
Tavares, FL 32778
Bob Kenner 352-516-3530
Shannon Parrish 352-516-1624

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat

City of Groveland
156 S. Lake Ave
Groveland, FL 34736
Chris Grove 352-308-5787
Pash Dhanra 352-428-4991

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat and full electrical replacement including control panel

City of Umatilla
1 S. Central Ave
Umatilla, FL 32784
Aaron Mercer 407-949-2917

Removal & replacement of clarifier bridge expanded 25' of elevated walkway, water meters.
Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat

Sun Communities
27777 Franklin Road
Southfield, MI 48034
Jennifer Harwick 941-374-5156

Lift station rehabs to include base ells, pumps, piping, valves & sewpercoat, hydro pneumatic tank replacement, misc. water main & isolation valve replacements.

The Village Commercial Property Management
3597 Kiessel Road
The Villages, FL 32163
Jarrod Ford 352-636-4840

Complete construction of multiple High-Pressure Irrigation Pump Stations to include 2000 GPM pump skid with duplex vertical turbine pumps. 1000GPM pond fill well pump, High Pressure hypochlorite injection system, Scada and telemetry, all housed in a 1000 sq. ft pump house

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

References - Maxx Environmental, LLC

City of Fort Myers:
Al Casing - Public Works Operations Supervisor
4200 MLK Jr. Blvd., Ft. Myers, Fl 33916
Tel: (239) 410-2448
Email: acasing@cityftmyers.com
Work completed: Sewpercoat manhole rehabilitation

City of Naples:
Kevin Swisher – Utility Maintenance Supervisor
380 Riverside Cir., Naples, Fl 34102
Tel: (239) 298-9450
Email: kswisher@naplesgov.com
Work completed: Sewpercoat manhole & LS rehabilitation

Village of Wellington:
Corey Robinson – Operations & Maintenance Supervisor
12300 Forest Hill Blvd., Wellington Fl 33414
Tel: (561) 906-1083
Email: crobinson@wellingtonfl.gov
Work completed: Sewpercoat manhole rehabilitation

Seminole Tribe of Florida:
Juan Mata – Utility Operations Supervisor
6300 Stirling Rd., Hollywood, Fl 33024
Tel: (863) 228-2138
Email: cjuanmata@semtribe.com
Work completed: Sewpercoat manhole & LS coatings

Seacoast Utility Authority:
Brent Weidenhamer – O&M Supervisor
4200 Hood Rd., Palm Beach Gardens, Fl 33410
Tel: (561) 627-2900
Email: bweidenhamer@sua.com
Work completed: Sewpercoat manhole & LS rehabilitation

kerneos
ALUMINATE TECHNOLOGIES

October 18, 2017

Maxx Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that Maxx Environmental, LLC personnel have demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Maxx Environmental, LLC personnel have installation experience with the low-pressure, wet spray installation method and have successfully installed SewperCoat® PG in manhole, lift station, and wet well rehabilitation applications throughout their careers.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. Maxx Environmental, LLC are included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.

Kerneos Inc. - 1316 Priority Lane, Chesapeake, VA 23324
Phone: (757) 284-3200 FAX: (757) 284-3300

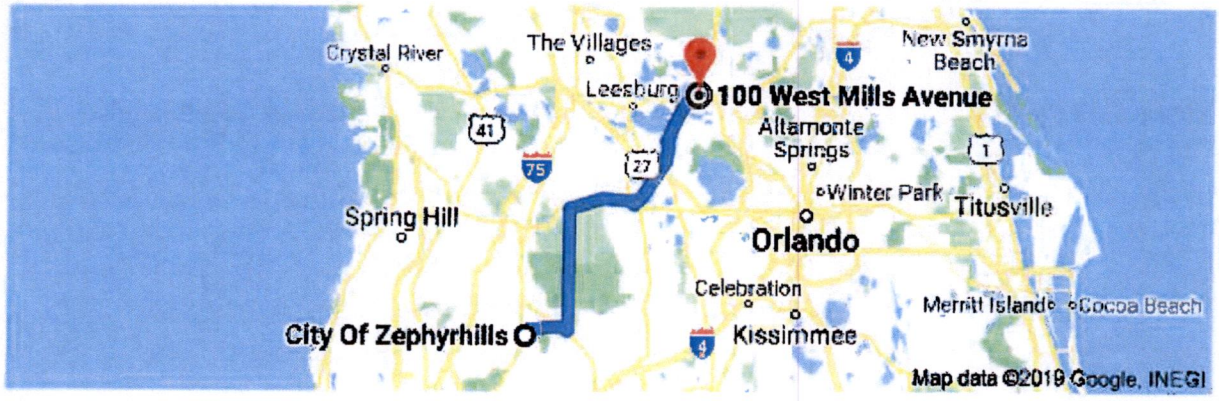
CICS

RCM UTILITIES

TAB 4 -OFFICE LOCATION

Our office is located at 100 West Mills Avenue in Eustis, FL 32726 which is 1 ½ hours from City of Zephyrhills. Our technicians also live in this area and are available to respond as needed by the City.

Please see map below:



Approximately 1 hour 27 min (67 miles)

TAB 5 - RESPONSIVENESS / AVAILABILITY OF EQUIPMENT

RCM Utilities owns all the equipment listed below and the yard where our equipment is stored is at 100 West Mills Avenue Eustis, FL 32726

Trucks:

2018 Ram 5500 with 6000 lb. crane- heavy construction truck

2015 Ford F550 with 500 lb. crane – heavy construction truck

2016 Chevrolet 2500 with 3000 lb. crane – service truck

2004 Chevrolet 2500 – shop truck

Trailers:

2009 35' Hooper Gooseneck trailer

2018 18" Taylor Equipment trailer

16' Tandem Dump trailer

Equipment:

30HP Tractor with bucket

Hose Monster

5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

Ditch Witch Trencher

(2) 3" Diaphragm Mud Hogg pumps

2" & 3" Trash Pumps

Hose Monster Test

Fire Hydrant Flow Test Equipment

High Pressure leak stop grout pump

(2) 11000-watt welder generators

(1) 8600-watt generator

(1) 5000-watt generator

(1) gas powered air compressor

Confined Space rescue kit tripod, harness, blowers & gas monitors

Backflow Preventor test gauge

MAXX ENVIRONMENTAL

3610 Fiscal Court
Riviera Beach, Fl 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Response Approach to Work Orders

SCHEDULING: We can be on-site next day for emergencies.

COMPLETION: Manholes; 3-7 per day / Lift Stations; 2.5 days max

EMERGENCY: We can be on-site within 24-48 hours.

MOBILIZATION: No additional cost – included within our bid pricing.

EQUIPMENT: Ford F450 lead box truck, Strong 35D Spray Rig,
Ford F450 support truck, 5000psi pressure washer trailer,
375cfm/150psi air compressor.

MATERIALS: Coating material new & rehab - Sewpercoat PG, Kerneos
Aggressive leak stops – Seal Guard 2 hydrophobic grout
Regular leak stops – Avanti 202 hydrophilic grout
Hole filling / Leak stops – Strong Plug
Wall patching / repairs – Strong QSR
Black Beauty sand (sandblasting) – Florida Sand & Silica
Safety Gear (Tripods, Gas detectors, etc) – Ritz Safety

PICTURES: We shall provide before and after pictures of all work.

SUB-CONTRACTORS: None. Maxx shall perform all services

SEWERCOAT

INFRASTRUCTURE • REHABILITATION • SOLUTIONS

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES WORKING HOURS	RATES AFTER HOURS
Supervisor	$50.00	$75.00
Foreman	$75.00	$113.00
Helper - Labor Only	$35.00	$53.00
Helper with Truck/Trailer	$50.00	$75.00
Backflow Technician	$40.00	$60.00
Other: (EXPLAIN)		
Please provide when after hours would apply	Anytime outside Mon - Fri 7am - 5 pm	

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED O	OWNED or RENTED R
Mini Excavator with Operator	$150.00	$80.00	$800.00	$2,400.00	$9,600.00	O	
Back Hoe with Operator	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00		R
Vac Truck - 2 Man Crew	$250.00	$280.00	$2,800.00	$14,000.00	$56,000.00		R
CCTV Camera Trailer with Operator	$250.00	$175.00	$1,750.00	$8,750.00	$35,000.00		R
Tractor with Bucket with Operator	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00	O	
4" Sewage Bypass Pump with Hoses	$250.00	$40.00	$250.00	$650.00	$2,600.00		R
Bypass Pump Fuel Additional	$4.50 per gallon						
~~1500 Gallon Temporary Hydro Tank~~							
~~3000 Gallon Temporary Hydro Tank~~							
~~10000 Gallon Temporary Hydro Tank~~							
~~Aerator for Ground Storage Tank~~							
13000 Watt Generator	$250.00	$40.00	$170.00	$850.00	$3,400.00		R
Infiltrator MH Leak Stop Plus Labor	$150.00	$25.00	$150.00	$750.00	$3,000.00	O	
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man	$150.00	$75.00	$750.00	$3,750.00	$15,000.00	O	
Metal Fabrication/Welder	$150.00	$65.00	$650.00	$3,250.00	$13,000.00	O	
Sand Blast Trailer Rig with Crew	$250.00	$295.00	$2,950.00	$14,750.00	$59,000.00		R
Sand Blasting Sand	$5.00 per 50 lb bag						
Compactor with Operator	$150.00	$100.00	$1,000.00	$5,000.00	$20,000.00	O	
Air Compressor Road Bore	$250.00	$125.00	$1,250.00	$6,250.00	$25,000.00	O	

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	25%
Materials from Stock	25%
Subcontract Labor	20%
Performance and Payment Bond	Cost 2%

Company Name: RCM Utilities, LLC

Authorized Signature/Date: Christopher R. Creech 07/26/2019

Christopher R. Creech Manager

TAB 7 -ACCEPTANCE OF CONDITIONS

As found in section 1.14.2 Insurance, RCM Utilities has been assured by its insurance provider Bates Insurance that a pollution policy for $1,000,000 for each pollution condition can be obtained if we are awarded this contract. Please let us know, and we can forward to you proof of coverage.

In addition, RCM Utilities has obtained builders' risk coverage when required on a job per job basis. If awarded this contract, and builder's risk coverage is required, we will notify our insurance provider and can forward to you proof of coverage.

Except for the two insurance coverages listed above, there are no known exceptions or deviations to the terms and conditions of the City of Zephyrhills RFP 35-19-01 Water & Wastewater Misc. Construction / Maintenance Services

ATTACHMENT #1

FIRM DATA SHEET **RFP 35-19-01**

APPLICANT FIRM NAME: RCM Utilities, LLC

ADDRESS: 100 West Mills Ave Eustis, FL 32726

TELEPHONE NUMBER: 352-561-2990

FAX NUMBER: 352-292-0139

EMAIL ADDRESS: chris@rcmutilities.com

FEIN NUMBER: 82-4160762

CONTACT PERSON/TITLE: Christopher R. Creech Owner/ Manager

Type Ownership: Limited Liability Company

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

John C. Riggs Operations Manager 352-267-6264
Weston Hartwright Field Supervisor 352-456-8623
Melissa Moss Executive Assistant 352-267-0874

Present Offices: City/State/Number of personnel for each:
Eustis, FL 8

ATTACHMENT #1

FIRM DATA SHEET – SUB-CONTRACTOR **RFP 35-19-01**

SUBCONTRACTOR:

Firm Name and Address	**Services to be Provided**
1. Betts Electrical Services, LLC 9590 SE 190th Court Ocklawaha, FL 32179	1. Electrical
2. Max Environmental, LLC 3610 Fiscal Court Rivera Beach, FL 33404	2. Sewpercoat
3.	3.
4.	4.
5.	5.

ATTACHMENT #1

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that RCM Utilities, LLC (Name of Business) does:

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

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

Christopher R. Creech
Bidder's Signature Christopher R. Creech

07/26/2019
Date

PUR062.036
re. 10/97

ATTACHMENT #1

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

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

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)

by Christopher R. Creech Manager / Owner
(print individual's name and title)

for RCM Utilities, LLC
(print name of entity submitting sworn statement)

whose business address is

100 West Mills Ave Eustis, FL 32726

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4160762

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: .)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Christopher R. Creech
(Signature)

Sworn to and subscribed before me this 26 day of July, 2019

Personally known Christopher R. Creech

Or Produced identification _____

Notary Public – State of Florida

Melissa Moss
My commission expires November 8, 2019
(Type of Identification)

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

_____
(Printed, Typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev. 06/18/92)

ATTACHMENT #1

Addenda Receipt Acknowledgment

Addendum # 1 Date 07/01/2019 Initials CRC

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Addendum #_____ Date _____ Initials_____

Firm Representative:

Christopher R. Creech

Signature/Date **(Executed by Corporate Authority)**
Christopher R. Creech Manager

ATTACHMENT #1

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Lake

Christopher R. Creech, being first duly sworn, deposes and says that he/she is Manager of RCM Utilities, LLC, the party making the fore-going submittal of qualifications or bid that such submittal (partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Christm R. Creech
Officer

RCM Utilities, LLC *(Company Name)*

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26 day of July 2019
by
Christopher R. Creech Manager *(name and title of corporate officer)*
of RCM Utilities, LLC *(Name of Corporation),*
a Florida *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *(Identification type)* as identification.

Melissa Moss *(Signature line for notary public)*

Melissa Moss *(Name of notary type, printed or stamped)*

AMBR / Executive Assistant *(Title or rank)*

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: November 8, 2019
Serial number, if any _____

ATTACHMENT #1

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction /Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: RCM Utilities, LLC

Authorized Signature: Christopher R. Creech

Title: Manager / Owner

Date: July 26, 2019

ATTACHMENT #1

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Christopher R. Creech
Authorized Signature

07/26/2019
Date

Christopher R. Creech
Printed Name

RCM Utilities, LLC
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 26 day of July A.D. 2019

MELISSA MOSS
Commission # FF 897456
Expires November 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

(Seal) By: Melissa Moss
Title: AMBR / Executive Assistant

ATTACHMENT #2

AMENDMENT 1 TO THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND RCM UTILITIES, INC.

THIS AMENDMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the "CITY" and RCM Utilities, Inc., 100 West Mills Avenue, Eustis, Florida 32726, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on December 17, 2019, the CITY adopted Resolution 2019-184, which authorized the Piggyback Agreement between the CITY and the CONTRACTOR related to water and wastewater miscellaneous construction and maintenance services ("Agreement"); and

WHEREAS, the Term of the Agreement was for an initial period of three (3) years with the option to extend for an additional period of three (3) years; and

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

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

1. Section 2, Term, is hereby amended to extend the Term retroactively from the date of the original expiration through and including December 17, 2025.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on Following Page]

ATTACHMENT #2

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this 7 day of JUNE 2023.

CITY OF MOUNT DORA

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

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney

CONTRACTOR RCM Utilities, LLC

By: Melissa Moss

Print: Melissa Moss

Title: Controller

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Melissa Moss, as Controller, of RCM Utilities, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 6th day of June, 2023.

(stamp)

NOTARY PUBLIC, State of Florida

Notary Public State of Florida
Karen Eckles
My Commission HH 313446
Expires 10/7/2026

CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

Project Name WWTP 1 Reclaimed Pond Valve and Liner Repairs
Project Amount $ 102,575.00
Budget Account Number: 425-5555-580.63-01
City Project Manager: Johnny Reynolds
Contractor: RCM Utilities
Contractor Project Manager: Chris Creech

In accordance with the terms and conditions of the Agreement between (Contractor) RCM Utilities and the City of Mount Dora, approved under Resolution, 2019-184 dated, 12/17/2019 the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

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

Recommended By:

Print: James Klein Utility Plants Manager Date: 12-20-2023

Signature: [signature]

Reviewed By:

Print: George Marek Public Works Director Date: 12/20/2023

Signature: [signature]

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Christopher R. Creech	**Print Name:**
Signature: Christopher R. Creech	**Signature:**
Date: 12/20/23	**Date:**

Exhibit A – Scope of Work

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

Slide Gate Installation:
- Plug off 30" inlet line and drain wet well.
- Remove the balance of the water that COMD could not extract with the high service
pumps.
- Demolish and remove the existing slide gate.
- Install (1) new RW Gate 30"X30" opening slide gate all 316 stainless steel.
- Pump station down time approximately one week.

NOTES
- RCM Utilities warrants all supplied materials and workmanship to be free of defects
for a period of one year after installation.

- **COMD** to isolate the associated ponds and pump down the wet well as far as possible with the turbine pumps.

Liner Repairs
- Survey and repair all compromised areas at the top of each of the (3) reclaimed water pond liners.
- Excavate around (2) corners, repair liner and re-anchor into earth.

NOTES
- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to include backfilling and compacting only.

Isolation Valve Replacements
- Excavate, remove and replace (2) - 12" and (1) - 10" isolation gate valves.
- New gate valves to come complete with 2" operating nut, cast iron valve can, 26" diameter precast concrete ring with brass ID tag. RCM Utilities warrants all supplied materials and workmanship to be free of defects
for a period of one year after installation.

Exhibit B – Sub-Contractors

Plastic Linings and Coatings LLC

Exhibit C – Schedule

The liner repairs and installing the gate valves can be done in Q1 – 24

The slide gate has a lead-time of approximately 5 months. Therefore, that portion would most likely be Q3 – 24.

Exhibit D – Compensation

TOTAL $102,575.00

RCM UTILITIES, LLC
1451 Pine Grove Rd
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com

Estimate

ADDRESS
City of Mount Dora
Attn: Account Payable
510 N. Baker St.
Mount Dora, FL 32757

ESTIMATE # 4404
DATE 12/11/2023
EXPIRATION DATE 01/11/2024

JOB NAME
Reuse Pond Misc. Repairs

DESCRIPTION	AMOUNT
RCM Utilities to supply all materials, equipment and labor for the following scope of supply: Slide Gate Installation: - Plug off 30" inlet line and drain wet well. - Remove the balance of the water that COMD could not extract with the high service pumps. - Demolish and remove the existing slide gate. - Install (1) new RW Gate 30"X30" opening slide gate all 316 stainless steel. - Pump station down time approximately one week. NOTES - RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. - COMD to isolate the associated ponds and pump down the wet well as far as possible with the turbine pumps. Liner Repairs - Survey and repair all compromised areas at the top of each of the (3) reclaimed water pond liners. - Excavate around (2) corners, repair liner and re-anchor into earth. NOTES - RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. - Site restoration to include backfilling and compacting only. Isolation Valve Replacements - Excavate, remove and replace (2) - 12" and (1) - 10" isolation gate valves. - New gate valves to come complete with 2" operating nut, cast iron valve can, 26" diameter precast concrete ring with brass ID tag. NOTES - RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.	102,575.00

DESCRIPTION	AMOUNT
- Site restoration to include backfilling and compacting only. - COMD responsible for all shut downs and isolation.	

SUBTOTAL	102,575.00
TAX	0.00
TOTAL	**$102,575.00**

Accepted By

Accepted Date

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

DATE: **January 16, 2024**

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 the University of Central Florida Police Department For Voluntary Cooperation and Operational Assistance Mutual Aid

Introduction:
This is a request for Council to approve an agreement between the City of Mount Dora and the University of Central Florida Police Department for Voluntary Cooperation and Operational Assistance Mutual Aid.

Discussion:
The Mount Dora Police Department has traditionally enjoyed voluntary cooperation and mutual operational assistance with the UCF PD. This agreement continues that relationship, allowing cooperation and assistance of routine and emergency law enforcement across jurisdictional lines through December 31, 2026.

Budget Impact:
There is no impact on the budget for this item.

Strategic Impact:
Public Safety

Recommendation:
Council approve an agreement between the City of Mount Dora and the University of Central Florida Police Department for Voluntary Cooperation and Operational Assistance Mutual Aid.

Attachment(s):
1. Voluntary Cooperation and Operational Assistance Mutual Aid Agreement Between The City of Mount Dora and the University of Central Florida Police Depa

Prepared by: Jeanann Hand, City Clerk

Reviewed by:	Michael Gibson, Chief of Police	Approved - 12/29/2023
	Aneta Barton, Budget Director	Approved - 1/8/2024
	City Attorney, City Attorney	Approved - 1/9/2024
	Jeanann Hand, City Clerk	Approved - 1/9/2024
	Patrick Comiskey, City Manager	Final Approval - 1/11/2024

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT

The University of Central Florida Board of Trustees
on behalf of its Police Department
and
The City of Mount Dora, Florida

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

1) Intensive situations including, but not limited to, emergencies as defined under Section 252.34, F.S.; and

2) Continuing, multi-jurisdictional law enforcement problems, to protect the public peace and safety, and preserve the lives and property of the people; and,

Whereas, the City of Mount Dora and the University of Central Florida Board of Trustees on behalf of its Police Department have the authority pursuant to Section 23.1225, F.S. et seq., the Florida Mutual Aid Act, to enter into a combined Mutual Aid Agreement for law enforcement service that:

1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and,

2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, F.S.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR REQUESTED OPERATIONAL ASSISTANCE
The City of Mount Dora and the University of Central Florida Board of Trustees on behalf of its Police Department hereby approve and enter into this agreement whereby each of the agencies so represented my request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, and incidents requiring utilization of specialized units.

SECTION II. PROVISIONS FOR VOLUNTARY COOPERATION

A. Both of the subscribed agencies hereby approve and enter into this agreement whereby either of the agencies may request and/or render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations, pursuant to Chapter 893, F.S., back up services during patrol activities, school resource officers on official duty out of their jurisdiction, and interagency task forces and/or joint investigations.
B. If an officer is in the jurisdiction of the other and observes a violation of Florida Law that is placing the public in immediate danger of harm or violence, the officer, representing his or her agency is empowered to take such law enforcement action as is immediately necessary to protect the victims of the community from the perpetrator of said crime, without first obtaining permission from the other party of this agreement. If an officer is empowered to

take law enforcement action by law and this agreement they shall immediately, prior to initiating any action, notify their Communications Center. In an emergency situation requiring immediate law enforcement action, these notifications may be made after the situation has stabilized. The officer rendering aid in accordance with law and this agreement is responsible for concluding the incident as he or she deems appropriate (e.g., UTC, arrest, Baker Act transport) and documenting it in either an arrest or incident report. The Communications Center for the agency rendering aid shall immediately inform the Communications Center of the agency receiving aid.

C. If an officer of one party to the agreement is working a "special event" in the jurisdiction of the other party to this agreement, the sponsor of the "special event" (i.e., the Arena or the UCFAA) is responsible for paying the salary of the officer(s) working the special event. Neither party to this agreement shall be responsible for paying the salary of officers of the other party to this agreement assigned to work a "special event" unless the other party is the actual sponsor of the "special event."

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

A. In the event that a party to this agreement needs assistance as set forth above, such party shall notify the agency from which such assistance is required. The party whose assistance is sought shall evaluate the situation, the available resources, and respond in a manner deemed appropriate.

B. The agency that is rendering assistance may determine for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

C. Neither party in the agreement shall be empowered under this agreement to operate in the other agency's geographical jurisdiction without prior approval of the agency with normal jurisdiction.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

A. The resources of facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the agency requesting assistance.

B. Conflicts

Whenever rendering assistance to this agreement, the party shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operation procedures of his own employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or procedure shall control and shall supersede the direct order.

C. Handling Complaints

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain, at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard as to agency affiliation. If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head of his/her designee

of the assisting agency or administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V. LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, F.S., where applicable.

SECTION VI. POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Employees of each participating agency, when engaging in mutual cooperation and assistance outside of their jurisdictional limits under the terms of this agreement, shall, pursuant to the provisions of Section 23.137(1), F.S., have the same powers, duties, rights, privileges, and immunities as if the employee were performing duties inside the employee's normal jurisdiction.
B. Each party agrees to furnish necessary equipment, resources, and facilities, and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.
C. The agency that furnishes equipment to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
D. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the performance of the employee's duties extraterritorially under the provisions of this agreement. The provisions of this section shall apply within equal effect to paid, volunteer, and reserve employees.
F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency from any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII. EFFECTIVE DATE

This agreement shall take effect January 1, 2024, and shall continue in full force and effect until December 31, 2026. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION VIII. CANCELLATION

Either party may cancel their participation in this agreement upon delivery of written notice to the other parties. Cancellation will be at the direction of either subscribing party.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED:

Carl Metzger

Signed: Tuesday, December 19, 2023

Carl A. Metzger
Associate Vice President of Public Safety and
Chief of Police, University of Central Florida

Date

Michael Gibson
Interim Chief of Police, City of Mount Dora, Florida

12/19/2023
Date

Patrick Comiskey
City Manager, City of Mount Dora, Florida

Date

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

DATE: **January 16, 2024**

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

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

SUBJECT: Request Ratification of Payment of DSK Law Invoice #493256, Invoice #496199, and Invoice #496439 in the aggregate amount of $53,239.32 for Investigative Services

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 Linsday Greene.

Discussion:
DSK Law presented three (3) additional invoices for investigative services to be paid under Purchase Order #24-00872 as follows:

- Invoice #493256 dated 11/06/2023 in the amount of $14,798.82
- Invoice #496199 dated 12/18/2023 in the amount of $15,955.50
- Invoice #496439 dated 12/22/2023 in the amount of $22,485.00

To date, invoices paid against Purchase Order #24-00872 total $102,573.20, inclusive of the invoices referenced herein. Staff requests ratification of payment of the invoices.

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 Linsday Greene.

Attachment(s):

1. DSK Inv# 493256
2. DSK Inv# 496199
3. DSK Inv# 496439

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Patrick Comiskey, City Manager Final Approval - 1/10/2024

RECEIVED

SCANNED

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

November 6, 2023
Invoice # 493256

For Legal Services Rendered Through 10/31/23

Re: 061069 City of Mount Dora - Internal Investigation LNG

Date	Atty	Description	Hours	Amount
10/05/23	EAB	Review email from [redacted]	0.20	20.00
10/06/23	EAB	Review email from [redacted]	0.20	20.00
10/06/23	EAB	Review email from [redacted] being filled	0.20	20.00
10/06/23	EAB	Review email from [redacted]	0.20	20.00
10/06/23	EAB	Review email from [redacted]	0.20	20.00
10/07/23	LNG	Receive and review email from attorney Brackens and responded to the email and forwarded [redacted] complaint	0.40	140.00
10/10/23	EAB	Review email from [redacted]	0.20	20.00
10/10/23	EAB	Review email from [redacted] for City of Mount Dora	0.20	20.00
10/12/23	EAB	Review email from [redacted]	0.20	20.00

Date	Atty	Description	Hours	Amount
10/12/23	EAB	Review email from [redacted]	0.20	20.00
10/12/23	EAB	Review email from [redacted]	0.20	20.00
10/12/23	LNG	Receive and review re. [redacted]	0.30	105.00
10/12/23	LNG	Receive and review email from [redacted]	0.30	105.00
10/12/23	LNG	Receive and review email from [redacted]	0.40	140.00
10/12/23	LNG	Receive and review email from [redacted]	0.70	245.00
10/15/23	LNG	Prepare report	6.20	2,170.00
10/16/23	LNG	Prepare report	4.30	1,505.00
10/18/23	LNG	Review documents and prepare for interview of [redacted]	7.20	2,520.00
10/18/23	LNG	Received texts from [redacted]	0.40	140.00
10/18/23	LNG	Review documents and prepare for interview of [redacted]	2.50	875.00
10/19/23	LNG	Confer with attorney Brackins regarding [redacted] appearance for his interview	0.60	210.00
10/19/23	LNG	Receive and review email from Ms. Brackins RE: [EXT]Text Messages and emails [redacted] and emailed attorney to set follow up interviews	0.40	140.00
10/19/23	LNG	Prepare report	6.50	2,275.00
10/29/23	LNG	Prepare for interview of [redacted] and follow up interview of [redacted]	2.10	735.00

de Beaubien, Simmons, Knight, Mantzaris & Neal LLP

Client Ref: CITYMD - 061069 November 6, 2023
Invoice # 493256 **Page 3**

Date	Atty	Description	Hours	Amount
10/30/23	LNG	Travel to and conduct interviews of [redacted] and [redacted]	5.40	1,890.00
10/30/23	LNG	Prepared report	2.80	980.00

Summary of Services

		Rate	Hours	Amount
LNG	Lindsay N Greene - Partner	350.00	40.50	14,175.00
EAB	Erica Barker - Legal Assistant	100.00	2.00	200.00
Total Fees			**42.50**	**$14,375.00**

Disbursements

Date	Description	Amount
10/03/23	Mileage to Mt. Dora, FL - September for internal investigations - Lindsay Greene	423.82
Total Disbursements		**$423.82**

Current Due	**$14,798.82**
Previous Balance	25,638.88
Payments Since Last Bill	-25,638.88
Total Due	**$14,798.82**

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

Our Federal Tax ID #: 59-2206392

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

RECEIVED
By Marielisa Lugo-Feliciano at 10:40 am, Dec 22, 2023

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

December 18, 2023
Invoice # 496199

For Legal Services Rendered Through 11/30/23

Re: 061069 City of Mount Dora - Internal Investigation LNG

Date	Atty	Description	Hours	Amount
11/01/23	EAB	Review emails from [redacted]re pending positions to fill	0.20	20.00
11/01/23	EAB	Review email from [redacted]re Resolution No. 2023-51, Employee Pay Grade Classifications	0.20	20.00
11/01/23	EAB	Review email from [redacted]re IT Systems Manager Position	0.10	10.00
11/01/23	EAB	Review email from J. Hand re FDLE Case EI-14-0189 Public Records Request	0.20	20.00
11/01/23	LNG	Receive and review email from [redacted]regarding union negotiations	0.10	35.00
11/01/23	LNG	Receive and review email from [redacted]regarding pay matrix	0.10	35.00
11/01/23	LNG	Receive and review email from [redacted]regarding HR interviews	0.10	35.00
11/01/23	LNG	Receive and review email regarding allegation of disparate treatment	0.10	35.00
11/01/23	LNG	Receive and review email from [redacted]regarding update	0.10	35.00

Date	Atty	Description	Hours	Amount
11/01/23	LNG	Receive and review email from [redacted] regarding Mr. Hemmingway complimenting Comiskey	0.10	35.00
11/01/23	LNG	Email from [redacted] requesting update	0.10	35.00
11/01/23	LNG	Review email from J. Hand regarding public records request	0.10	35.00
11/01/23	LNG	Receive and review email from. [redacted] regarding arborist position	0.20	70.00
11/01/23	LNG	Receive and review email from Hargroves regarding hiring	0.10	35.00
11/01/23	LNG	Receive and review email Hargroves regarding recreation leader	0.10	35.00
11/01/23	LNG	Receive and review email from attorney Brackins, attaching letter from Comiskey	0.80	280.00
11/01/23	LNG	Exchange numerous emails and messages with attorney Brackins to coordinate interviews	0.60	210.00
11/02/23	EAB	Review multiple emails from [redacted] re [redacted] Resignation Due to Failure to get Pay Increase	0.30	30.00
11/02/23	EAB	Review email from [redacted] re new hire positions and missing Parks and Recreation position	0.20	20.00
11/02/23	EAB	Review email from [redacted] re email from G. Hemingway re thanking P. Comiskey	0.20	20.00
11/02/23	LNG	Email from [redacted] regarding pay approval	0.20	70.00
11/03/23	EAB	Review emails from [redacted] re Arborist Posting - Mount Dora	0.20	20.00
11/03/23	EAB	Review email from [redacted] re update on case status	0.20	20.00
11/04/23	LNG	Review recordings and prepare for follow up interview with [redacted]	0.60	210.00

Date	Atty	Description	Hours	Amount
11/06/23	EAB	Review email from [redacted] re special treatment for [redacted]	0.20	20.00
11/06/23	EAB	Review email from [redacted] re October 1 increase overage's	0.20	20.00
11/06/23	EAB	Prepare 2 recordings for transcription	0.40	40.00
11/06/23	EAB	Review email from [redacted] re Request to step down as chief operator at wwtp#2	0.20	20.00
11/06/23	EAB	Review email from [redacted] re [redacted] position	0.20	20.00
11/06/23	LNG	Receive and review email with attachments regarding hiring of [redacted]	1.20	420.00
11/06/23	LNG	Receive and review email regarding chief operator at water plant position	0.10	35.00
11/06/23	LNG	Travel to and attend interviews of [redacted]	6.50	2,275.00
11/06/23	LNG	Exchange messages and emails with attorney Brackins to coordinate interview of Comiskey	0.50	175.00
11/09/23	LNG	Prepare report and review exhibits	3.80	1,330.00
11/10/23	RAD	preparing and review of recording for transcribing	2.00	200.00
11/10/23	EAB	Review 26 new interview recordings and prepare for transcribing	2.00	200.00
11/11/23	LNG	Receive and review and respond to Mr. Brackin's email RE: [EXT]Mr. Comiskey's Interview	0.20	70.00
11/15/23	EAB	Review [redacted] transcribed interview - 10.30.2023	0.20	20.00
11/15/23	EAB	Review [redacted] transcript	0.20	20.00
11/15/23	EAB	Email to P. Brackens re Mr. Comiskey's Interview	0.20	20.00

Date	Atty	Description	Hours	Amount
11/17/23	EAB	Email to P. Brackins re interview of P. Comiskey with his counsel	0.20	20.00
11/17/23	LNG	Prepare report and review documents for Mr. Comiskey's interview	4.50	1,575.00
11/20/23	EAB	Review transcribed interview - [redacted] part 1 of 3	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 2 of 3	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 3 of 3	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 1 of 3	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 2 of 3	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 3 of 3	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 1 of 2	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 2 of 2	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 1 of 2	0.20	20.00

Date	Atty	Description	Hours	Amount
11/20/23	EAB	Review transcribed interview - [redacted] part 2 of 2	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted]	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 1 of 3	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 2 of 3	0.20	20.00
11/20/23	EAB	Review transcribed interview - [redacted] part 3 of 3	0.20	20.00
11/27/23	EAB	Prepare Exhibit B - May 30, 2023 new hire email	0.20	20.00
11/27/23	EAB	Prepare Exhibit "C" - June 15, 2023 email re focus on surveys	0.20	20.00
11/27/23	EAB	Prepare Exhibit "D" - Whistleblower Complaint	0.20	20.00
11/28/23	LNG	Left a voicemail message for [redacted] at [redacted] to set interview	0.10	35.00
11/29/23	EAB	Begin to revise Investigation report (report is 33 pages)	4.70	470.00
11/30/23	EAB	Additional revisions on Investigation report (report is 33 pages to date)	4.90	490.00
11/30/23	EAB	Prepare Exhibit "E" - May 30, 2023 email re 40 candidates	0.20	20.00
11/30/23	LNG	Prepared for Mr. Comiskey's interview	1.20	420.00

Summary of Services

		Rate	Hours	Amount
LNG	Lindsay N Greene - Partner	350.00	21.50	7,525.00
EAB	Erica Barker - Legal Assistant	100.00	21.20	2,120.00
RAD	Rebecca Dolato - Paralegal	100.00	2.00	200.00
Total Fees			**44.70**	**$9,845.00**

Disbursements

Date	Description	Amount
11/29/23	Audio Transcripts: [redacted] - Veritext, LLC	6,110.50
Total Disbursements		**$6,110.50**

Current Due	**$15,955.50**
Previous Balance	14,798.82
Payments Since Last Bill	-14,798.82
Total Due	**$15,955.50**

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

Our Federal Tax ID #: 59-2206392

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

December 22, 2023
Invoice # 496439

For Legal Services Rendered Through 12/18/23

Re: 061069 City of Mount Dora - Internal Investigation LNG

Date	Atty	Description	Hours	Amount
12/01/23	EAB	Review email from [redacted] re M[redacted]	0.20	20.00
12/01/23	LNG	Called [redacted] to inquire into an interview	0.10	35.00
12/01/23	LNG	Travel to and conduct interview of [redacted]	6.50	2,275.00
12/03/23	LNG	Reviewed [redacted] notes, emails, and prepare report	3.50	1,225.00
12/03/23	LNG	Review transcripts and prepare report	4.50	1,575.00
12/04/23	RAD	[EXT]11:00 AM Interview	0.10	10.00
12/04/23	LNG	Review transcripts and prepare report	9.20	3,220.00
12/04/23	LNG	Called [redacted] and left a message for Ms. [redacted] to agree to interview	0.10	35.00
12/04/23	LNG	Left a message for [redacted] to inquire into interview	0.10	35.00
12/04/23	LNG	Spoke with [redacted] and he agreed to be interviewed	0.30	105.00
12/05/23	LNG	Texted [redacted] confirming his interview date and time	0.10	35.00
12/05/23	LNG	Prepare report	3.70	1,295.00

Date	Atty	Description	Hours	Amount
12/06/23	RAD	reviewing file; printing deposition transcripts and organizing transcripts	2.00	200.00
12/06/23	LNG	Left a second message with [redacted] to agree to interview	0.10	35.00
12/06/23	LNG	Review and take notes of [redacted]ranscript	2.30	805.00
12/07/23	RAD	Documents from Reporting services from [redacted] Depo	0.30	30.00
12/07/23	LNG	Exchanged emails with [redacted] confirming her attendance at interview	0.40	140.00
12/07/23	LNG	Reviewed notes to prepare for interview of [redacted]	0.50	175.00
12/07/23	LNG	Reviewed notes and prepared for interview of [redacted]	0.70	245.00
12/07/23	LNG	Receive and review and respond to confirmation texts from [redacted]	0.30	105.00
12/08/23	RAD	Em to IT and clients for Zoom Mtg	0.40	40.00
12/08/23	LNG	Travel to Mount Dora and conduct interview of [redacted]	2.50	875.00
12/08/23	LNG	Conduct interview of [redacted]	0.40	140.00
12/11/23	RAD	Editing and Reviewing final report	2.00	200.00
12/12/23	RAD	Em to Veritext for Transcribing of Interview	0.20	20.00
12/12/23	RAD	[EXT]Fw: City of Mount Dora- Investigation	0.20	20.00
12/12/23	RAD	Draft AudioRequestForm - Mt Dora for Veritext	0.20	20.00
12/12/23	LNG	Prepare report	4.30	1,505.00
12/12/23	LNG	Review statutes and ramifications for non-consensual recording of telephone calls	0.80	280.00

Date	Atty	Description	Hours	Amount
12/12/23	LNG	Review city council meetings	3.20	1,120.00
12/13/23	LNG	Receive and review email from [redacted] regarding allegations of harassment, including, an attached email from [redacted] on November 9th regarding the [redacted]	0.60	210.00
12/13/23	LNG	Review transcripts and prepare report	5.40	1,890.00
12/14/23	LNG	Watched city council meetings and reviewed agendas	2.20	770.00
12/14/23	LNG	Reviewed council meetings	3.20	1,120.00
12/14/23	LNG	Telephone conference with attorney Brackens regarding additional records requested	0.30	105.00
12/14/23	LNG	Review records and emails	1.80	630.00
12/15/23	RAD	preparing audio files for transcription	0.40	40.00
12/15/23	RAD	Re: 4 Audio Files for Transcription 5 business Days- Internal Investigation Mount Dora Matter# 61069	0.10	10.00
12/17/23	LNG	Receive and review 522 pages of documents of the City Manager's response to the Mayor's motion for his resignation and later termination	5.30	1,855.00
12/17/23	LNG	Email to court reporter RE: [EXT]298071- Transcript Files | Patrick C. COMISKEY	0.10	35.00

Summary of Services

		Rate	Hours	Amount
LNG	Lindsay N Greene - Partner	350.00	62.50	21,875.00
EAB	Erica Barker - Legal Assistant	100.00	0.20	20.00
RAD	Rebecca Dolato - Paralegal	100.00	5.90	590.00
Total Fees			**68.60**	**$22,485.00**

Current Due	**$22,485.00**
Previous Balance	15,955.50
Payments Since Last Bill	-0.00
Total Due	**$38,440.50**

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: **January 16, 2024**

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

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

SUBJECT: Request Ratification of Payment of Roper PA Invoice #84847 and Invoice #85341 in the aggregate amount of $570.00

Introduction:
This is a request for City Council to ratify payment of the attached invoices from Roper PA for City Attorney Services rendered in October and November 2023.

Discussion:
Roper PA presented two (2) additional invoices for city attorney services as follows:

- Invoice #84847 dated 11/02/2023 in the amount of $342.00
- Invoice #85341 dated 12/01/2023 in the amount of $228.00

The invoices were processed and paid on November 13, 2023 and December 21, 2023, respectively. Staff requests ratification of payment of the invoices.

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 Roper PA for city attorney services.

Attachment(s):
1. Roper PA Inv# 84847

2. Roper PA Inv# 85341

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Patrick Comiskey, City Manager Final Approval - 1/10/2024

Roper, P.A.
ATTORNEYS AT LAW

2707 EAST JEFFERSON STREET • ORLANDO, FL 32803
T: 407.897.5150 • F: 407.897.6947
WWW.ROPERPA.COM

STATEMENT

Invoice #: 84847
Date: 11-02-2023

Jeanann Hand
City of Mount Dora, Florida
510 N. Baker Street
Mt. Dora, FL 32757

Matter No: 084-002-COMD-General Matters
Matter Name: City of Mount Dora - General Matters

For Professional Services Rendered

Date	Atty	Description	Quantity	Rate	Total
10-04-23	SGS	Receive and review e-mail from Patrick Brackins regarding HR Director issue; reply e-mail to Patrick Brackins regarding HR Director issue	0.10	190.00	$19.00
10-05-23	SGS	Telephone conference with Patrick Brackins regarding HR matter	0.50	190.00	$95.00
10-05-23	SGS	Telephone conference with Cal Rolfson regarding HR issue	0.20	190.00	$38.00
10-10-23	SGS	Receive and review e-mail from Pausha Taghdiri regarding Manny Diaz; reply e-mail to Patrick Brackins regarding Manny Diaz separation; e-mail to Pausha Taghdiri regarding Patrick Brackins	0.30	190.00	$57.00
10-10-23	SGS	Receive and review e-mail from US Legal regarding invoice for transcript from Executive Session; attention to invoice and direction for processing	0.20	190.00	$38.00
10-26-23	SGS	Attention to and processing of sealed transcript; draft instruction letter to City of Mount Dora	0.50	190.00	$95.00

For Professional Services Rendered Subtotal: $342.00

Date	Payment Method	No	Amount
11-08-23	Payment from Retainer, Check, Received on 10-24-23	718843	$40.00

Total New Charges	$342.00
Payment	$40.00
Current Due	$302.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		**Total Amount Outstanding**
$17,089.12	+	$342.00	-	$17,129.12	=	**$302.00**

Trust Account Balance $0.00

PLEASE MAKE CHECK PAYABLE TO ROPER, P.A.
TAX ID: 59-3361236

Roper, P.A.
ATTORNEYS AT LAW

2707 EAST JEFFERSON STREET • ORLANDO, FL 32803
T: 407.897.5150 • F: 407.897.6947
WWW.ROPERPA.COM

STATEMENT

Invoice #: 85341
Date: 12-01-2023

Jeanann Hand
City of Mount Dora, Florida
510 N. Baker Street
Mt. Dora, FL 32757

Matter No: 084-002-COMD-General Matters
Matter Name: City of Mount Dora - General Matters

For Professional Services Rendered

Date	Atty	Description	Quantity	Rate	Total
11-06-23	SGS	Telephone conference with Detective Keith Riddick regarding interview related to June Special Meeting	0.20	190.00	$38.00
11-07-23	SGS	E-mail exchange with Cindy Townsend regarding deposition and protective order; receive and review letter from Cindy Townsend to counsel for Brett Meade regarding protective order	0.20	190.00	$38.00
11-07-23	SGS	Receive and review e-mail from Andrew Hand regarding form contract request; e-mail to Andrew Hand regarding form contracts	0.20	190.00	$38.00
11-07-23	SGS	Telephone conference with Detective Keith Riddick regarding further discussion	0.20	190.00	$38.00
11-20-23	SGS	Telephone interview with Keith Riddick with the FDLE regarding special meeting investigation	0.20	190.00	$38.00
11-21-23	SGS	Receive and review e-mail from Patrick Brackins regarding AMCO matter; reply e-mail to Patrick Brackins regarding Response to original FSS 70.51 letter	0.20	190.00	$38.00

For Professional Services Rendered Subtotal: $228.00

Total New Charges	$228.00
Payment	$0.00
Current Due	$228.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		**Total Amount Outstanding**
$342.00	+	$228.00	-	$342.00	=	**$228.00**

Trust Account Balance $0.00

PLEASE MAKE CHECK PAYABLE TO ROPER, P.A.
TAX ID: 59-3361236

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

DATE: **January 16, 2024**

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

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

SUBJECT: Request Authorization to Purchase Electric Distribution Materials from Gresco Utility Supply Incorporated to replenish inventory stock for the Electric Utility Department

Introduction:

This is a request for City Council to authorize the purchase of Electric Distribution materials from GRESCO Utility Supply in the amount of $137,204.46, to replenish Mount Dora Warehouse inventory stock for the Electric Utility Department. See Attachment 1.

Discussion:

Finance Warehouse staff procures high quality materials and services, at the least expense to the City, pursuant to all applicable laws, policies and procedures, and material specification standards utilizing AURSI, a software program used by most utilities in Florida to bid and house material standards. A request for bid was issued on 11/13/2023 for the purchase of (7) 25kVA, eight (8) 50kVA, four (4) 100kVA, two (2) 167kVA pole-mount transformers and one three-phase 500kVA distribution pad-mount transformers. Gresco Utility Supply was selected based on the submitted lowest pricing and delivery. See Attachment 2. A bid for replenishing inventory stock transformers was last bid on August 2, 2023.

The Mount Dora electric system has approximately twenty-five (25) mega-volt-amperes (MVa) of connected distribution transformers. These transformers have a typical lifespan of up to 30 years; however, environmental conditions such as lightning strikes and accidental damage from auto accidents can also cause premature failure. Therefore, transformers of different capacity and types are retained in Mount Dora's inventory for occasional failures, and also for maintenance replacement before failure. This inventory enables the electric staff access to material as needed on a 24/7 basis, sustaining reliable power to our customers.

Per the Mount Dora Purchasing Policy 3.9-2 Utililty Material Procurement, stating "The City Manager is authorized to issue a Purchase Order for utility materials up to $100,000 without prior City Council approval." Therefore, Council approval is necessary for all utility material purchase orders over $100,000.

Budget Impact:
These material items are part of Mount Dora's inventory and will be charged to the Electric Utility budget as they are placed on the distribution system.

Strategic Impact:
Infrastructure – These materials are critical to insuring the reliability of electric power to Mount Dora customers

Recommendation:
City Council authorize the purchase of Electric Distribution materials from GRESCO Utility Supply in the amount of $137,204.46, to replenish Mount Dora Warehouse inventory stock for the Electric Utility Department.

Attachment(s):
1. Attachment 1 - Purchase Requisition 24-2505
2. Attachment 2 - RFQ-13-11-13-2023 Bid Tab

Prepared by:	Liz Massar, Administrative Coordinator	
Reviewed by:	Wayne Zimmerman, Deputy Electric Utility Director	Approved - 1/2/2024
	Steve Langley, Electric Utility Director	Approved - 1/5/2024
	Aneta Barton, Budget Director	Approved - 1/8/2024
	City Attorney, City Attorney	Approved - 1/10/2024
	Jeanann Hand, City Clerk	Approved - 1/10/2024
	Patrick Comiskey, City Manager	Final Approval - 1/11/2024

12/29/2023
11:28 AM

Purchase Requisition

Purchase Requisition No 24-2505

Requested Date 12/29/2023 **Department** INVENT
Required Date
Requested By SPIKESC

Preferred Vendor 005718
GRESCO SUPPLY, INC.
Address PO BOX 935922

ATLANTA, GA 31193-5922

Req. Description INV - ELECTRIC - WAREHOUSE STOCK

Qty.	Description	GL Number 1	Unit Price	Amount
7	TRX: POLE- 25 KVA 2BU [120/	410-0000-141.00-01	3,263.00	22,841.00
8	TRX: POLE- 50 KVA 2BU [120/	410-0000-141.00-01	4,325.00	34,600.00
2	TRX: POLE- 100 KVA 2BU [120	410-0000-141.00-01	6,153.33	12,306.66
2	TRX: POLE- 100 KVA 2BU [120	410-0000-141.00-01	6,370.07	12,740.14
2	TRX: POLE- 167 KVA 2BU [120	410-0000-141.00-01	9,808.33	19,616.66
1	TRX: PAD- 500 KVA 3-PH [120	410-0000-141.00-01	35,100.00	35,100.00
			Total:	137,204.46

City of Mt Dora - Electric, FL View

Event # RFQ-13-11/13/2023-CS
Creation Date 11/13/2023
Due Date-Time 12/12/2023-02:00 PM EST
Description
Event Notes
Award Notes

Selection basis:
Lowest Price: 1,2,3,4,5
Lead Time:
Lowest Price/Lead Time:

Supplier Awards

GRESCO - Wildwood, FL **Event #RFQ-13-11/13/2023-CS**

	ItemID	Description	QtyBid	UOM	Alternates?
1	285-084-00004	TRANSFORMER, POLE- 25 KVA 2 BUSHING 120/240, FR3/DOE 12470/7200Y	7	Each	Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
COOPER	025KVA	7	Yes	140

Vendor Remarks:

Price	Extended
3263.00000	22841.00000

	ItemID	Description	QtyBid	UOM	Alternates?
2	285-084-00005	TRANSFORMER, POLE- 50 KVA 2 BUSHING 120/240, FR3/DOE 12470/7200Y	8	Each	Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
COOPER	050KVA	8	Yes	5

Vendor Remarks:

Price	Extended
4325.00000	34600.00000

	ItemID	Description	QtyBid	UOM	Alternates?
3	285-084-00010	TRANSFORMER, POLE-100 KVA 2 BUSHING 120/240, FR3/DOE 12470/7200Y	2	Each	Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
ERMCO	100KVA	2	Yes	5

Vendor Remarks:

Price	Extended
6153.33000	12306.66000

	ItemID	Description	QtyBid	UOM	Alternates?
3	285-084-00010	TRANSFORMER, POLE-100 KVA 2 BUSHING 120/240, FR3/DOE 12470/7200Y	2	Each	Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
COOPER	100KVA	2	Yes	140

Vendor Remarks:

Price	Extended
6370.07000	12740.14000

	ItemID	Description	QtyBid	UOM	Alternates?
4	285-084-00012	TRANSFORMER, POLE-167 KVA 2 BUSHING 120/240, FR3/DOE 12470/7200Y	2	Each	Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
ERMCO	167KVA	2	Yes	5

Vendor Remarks:

Price	Extended
9808.33000	19616.66000

	ItemID	Description	QtyBid	UOM	Alternates?
5	285-084-00050	TRANSFORMER, PAD- 500 KVA 3-PHASE 120/208, 12470/7200Y, DEADFRONT CONNECTION, LOOP FEED SWITCHES	1	Each	Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
ERMCO	500KVA3PHPAD	1	Yes	140

Vendor Remarks: SUBJECT TO SPEC APPROVAL, EMAILED 12/12/2023

Price	Extended
35100.00000	35100.00000

Total Supplier Award = $137,204.46000

ATTACHMENT #2

Tab Sheet

City of Mt Dora - Electric, FL

View

Event # RFQ-13-11/13/2023-CS
Creation Date 11/13/2023
Due Date-Time 12/12/2023-02:00 PM EST
Description
Event Notes

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
1	285-084-00004	TRANSFORMER, POLE- 25 KVA 2 BUSHING 120/240, FR3/DOE 12470/7200Y	7	Each	Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
7	3263.00000	22841.00000	140	GRESCO - Wildwood, FL	COOPER	025KVA	
7	4835.00000	33845.00000	450	Tri-State Utility Products - Havana, FL	ABB	026-01502	QUOTING HOWARD INDUSTRIES, PLEASE SEE EMAIL SENT 12/11/23 FOR ALL QUOTE AND UNIT DETAILS FOR ITEMS 1-5

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
2	285-084-00005	TRANSFORMER, POLE- 50 KVA 2 BUSHING 120/240, FR3/DOE 12470/7200Y	8	Each	Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
8	4325.00000	34600.00000	5	GRESCO - Wildwood, FL	COOPER	050KVA	
8	7500.00000	60000.00000	450	Tri-State Utility Products - Havana, FL	HOWARD INDUSTRIES	285-084-00004	

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
3	285-084-00010	TRANSFORMER, POLE-100 KVA 2 BUSHING 120/240, FR3/DOE 12470/7200Y	4	Each	Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
2	6153.33000	12306.66000	5	GRESCO - Wildwood, FL	ERMCO	100KVA	
2	6370.07000	12740.14000	140	GRESCO - Wildwood, FL	COOPER	100KVA	
4	13483.00000	53932.00000	450	Tri-State Utility Products - Havana, FL	HOWARD INDUSTRIES	285-084-00010	

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
4	285-084-00012	TRANSFORMER, POLE-167 KVA 2 BUSHING 120/240, FR3/DOE 12470/7200Y	2	Each	Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
2	9808.33000	19616.66000	5	GRESCO - Wildwood, FL	ERMCO	167KVA	
2	21275.00000	42550.00000	450	Tri-State Utility Products - Havana, FL	HOWARD INDUSTRIES	285-084-00012	

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
5	285-084-00050	TRANSFORMER, PAD- 500 KVA 3-PHASE 120/208, 12470/7200Y, DEADFRONT CONNECTION, LOOP FEED SWITCHES	1	Each	Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1	35100.00000	35100.00000	140	GRESCO - Wildwood, FL	ERMCO	500KVA3PHPAD	SUBJECT TO SPEC APPROVAL, EMAILED 12/12/2023
1	53274.00000	53274.00000	400	Tri-State Utility Products - Havana, FL	ABB	027-03650	QUOTING HOWARD INDUSTRIES

No attached boiler plates.

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

DATE: **January 16, 2024**

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

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

SUBJECT: Request Approval of Task Authorization with Faden Builders in the Amount of $480,700.00 for the Renovation of Frank Brown Park

Introduction:
This is a request for Council to approve the task authorization to renovate Frank Brown Park.

Discussion:
This project is critical for programs run by the City as well as programs run by partner organizations. The project will level, re-sod, and renovate the multipurpose field and softball fields. The project will also add much needed shade with pavilions and shade structures, and water fountains that do not currently exist in a park with high demand for these features. City recreation programs, Pop Warner, Babe Ruth, and other rentals have brought a major increase in foot traffic to this park. This leaves the sports fields in disrepair near the start of the season with inadequate available time for repair during the short window of downtime. The new sod and irrigation will set this park up for much better fields moving forward.

The task authorization for Faden Builders to renovate Frank Brown Park will consist of:

- Demo existing shelter, provide & install new 20'x25'x8' metal pavilion
- Demo existing grill, provide & install new pilot rock grill
- Demo existing fence
- Strip/prep and re-grade fields #1 & #2 as necessary, install new Bermuda or zoysia sod, tile all clay 5' beyond bases
- Install new irrigation
- Strip/prep and install new Bermuda or zoysia sod on multipurpose fields
- Install in-ground water source (3)
- Provide and install new 20'x20'x8' metal pavilion
- Provide and install 2 new 21' 3-step bleachers
- Provide and install 2 new 25'x10'x10' shade structures

- Provide and install water fountain with bottle filler

Budget Impact:
This project was approved in the FY 23-24 budget and funds are available at GL 310-5555-580.63-01-PK2409.

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

Recommendation:
Council approve the attached task authorization for Frank Brown Park renovations.

Attachment(s):
1. Attachment #1: Reso No. 2020-24 Approval of Pre-Construction Services Agreements for Construction Manager at Ris (CMAR) Services for Citywide Projects
2. Task Authorization -Frank Brown Renovation signed

Prepared by:	Jennifer Schwarz, Operations Manager	
Reviewed by:	Troy Shonk, Parks & Recreation Director	Approved - 1/8/2024
	Aneta Barton, Budget Director	Approved - 1/9/2024
	Jeanann Hand, City Clerk	Approved - 1/10/2024
	City Attorney,	Approved - 1/10/2024
	Patrick Comiskey, City Manager	Final Approval - 1/11/2024

ATTACHMENT #1

RESOLUTION NO. 2020-24

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR CITYWIDE PROJECTS LESS THAN TWO MILLION DOLLARS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION 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 has competitively solicited for construction manager at risk services for Citywide projects which are less than Two Million Dollars, pursuant to the City's Purchasing Policy and RFQ-19-GS-018; and

WHEREAS, the evaluation committee ranked the proposals during the selection process and Evergreen Construction Group of Florida, LLC, Faden Builders, Inc., and Wharton-Smith, Inc., were deemed to be the most responsive, responsible and qualified firms to provide construction manager at risk services on an as needed basis for Citywide projects which are less than Two Million Dollars as contemplated by RFQ-19-GS-018; and

WHEREAS, on September 19, 2019, pursuant to Resolution 2020-137, the City authorized negotiations with Evergreen Construction Group of Florida, LLC, Faden Builders, Inc., and Wharton-Smith, Inc., for construction manager at risk services for Citywide projects which are less than Two Million Dollars; and

WHEREAS, the City has successfully negotiated contracts with Evergreen Construction Group of Florida, LLC, Faden Builders, Inc., and Wharton-Smith, Inc., and has determined that it is in its best interest to approve the execution of the same.

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

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

SECTION 2. Approval of Agreement and Authorization to Execute.

A. The Agreement with Evergreen Construction Group of Florida, LLC, attached hereto as **Exhibit "A"** is approved and the Mayor, or designee thereof, is authorized to execute the same.

B. The Agreement with Faden Builders, Inc., attached hereto as **Exhibit "B"** is approved and the Mayor, or designee thereof, is authorized to execute the same.

C. The Agreement with Wharton-Smith, Inc., attached hereto as **Exhibit "C"** is approved and the Mayor, or designee thereof, is authorized to execute the same.

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 pertaining to the solicitation for construction manager at risk services for Citywide projects which are less than Two Million Dollars, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

Signatures on Following Page

PASSED AND ADOPTED this 7th day of April, 2020.

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

ATTEST:

Jessica Burnham on behalf of
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Sherry G. Sutphen, City Attorney

ATTACHMENT #1

Exhibit "A"
Agreement with Evergreen Construction Group of Florida, LLC
for construction manager at risk services on an as-needed basis
for Citywide projects which are less than Two Million Dollars
RFQ-19-GS-018

ATTACHMENT #1

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, the Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the Northeast Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter singly and collectively referred to as "Owner" and Evergreen Construction Management, Inc., 30941 Suneagle Drive, Mount Dora Florida 32757, hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the various City project(s) in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The City will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit "A"**, for individual City projects which may include either pre-construction and construction management services or construction management services only. If pre-construction services are required as part of a Project, an initial Task Authorization will be issued by the City Manager if the cost of the pre-construction services is within the City Manager's purchasing authority. Thereafter, once the drawings, specifications and other descriptive

documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "B"**, will be issued following approval by the City Council of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the City Manager's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the City Council. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the City Council. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the City Council. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions: The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

Construction Documents - This Contract, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – Evergreen Construction Group of Florida, LLC

Estimate - The Construction Manager's latest estimate of probable project construction costs

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.

2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.

3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.

4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner - City of Mount Dora, a municipal corporation of the State of Florida, on behalf of itself, the Community Redevelopment Agency of the City of Mount Dora (CRA) pursuant to Resolution 2020-24 (CRA) and the Northeast Community Redevelopment Agency of the City of Mount Dora (Northeast CRA) pursuant to Resolution 2020-24 (Northeast CRA).

Owner's Representative - The Owner's Representative is its Construction Project Manager, who is Chet Cramer, or such other individual designated, in writing, by the City Manager.

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project is Two Million Dollars or less, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Contract all subsystems of the Project Management Information System hereinafter referred to as PMIS.

B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.

C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.

D. The PMIS shall be described in terms of the following major subsystems:

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X II" format, unless directed otherwise by the Owner.

B. The Narrative Reporting Subsystem shall include the following reports:

1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.

3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.

6. Daily Construction Diary - during the construction phase describing events and conditions on the site.

C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project

3. Scheduled Control Subsystem:

A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.

B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction

schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update, revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.

2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and tum-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the following submissions at the following phases of the project:
Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

A. Completion of Schematic Documents.

B. Completion of fifty percent (50%) Design Development Documents.

C. Completion of one hundred percent (100%) Design Development Documents.

D. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.

C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and

approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

D. Cash Flow Diagram - showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.

2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.

B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.

C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.

D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.

E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.

G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.

H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.

2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.

4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

   THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

   The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations , the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction

Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's

representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.
For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction

and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and

all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

   A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

      Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with

the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the

Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of

work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

   A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

      1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

      3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

      4. Provide labor relations management for a harmonious, productive project.

5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees,

affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA / Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports

Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order,

memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to $35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the

Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.

   Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

LIMITATION OF REMEDY- NO DAMAGES FOR DELAY
The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's

Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars ($35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars ($35.000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*. The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

   A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

      1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

      2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

      3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	10%
$150,001 to $500,000	8%
$500,001 to $750,000	7.5%
$750,001 to $1,000,000	7%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid

proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
$0.00 to $150,000	10%
$150,001 to $500,000	8%
$500,001 to $750,000	7.5%
$750,001 to $1,000,000	7%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

    A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith.

The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit E""**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including

accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease

or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance

evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "CITY OF MOUNT DORA" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;
H. The termination date;
I. 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.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough

properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

1. The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material

is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

   A. the name, address, telephone number and contact person for the material supplier;

   B. manufacturer or brand, model or specification number of the item;

   C. estimated quantity needed;

   D. the price quoted by the supplier for the materials identified therein;

   E. any sales tax associated with such quote; and

   F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all

other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-

membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. 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 ITY'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

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

2. Construction Manager agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.

B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner 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.

C. 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 Construction Manager does not transfer the records to the City/Owner.

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

18.6 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.

18.7 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.

18.8 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 Owner and the Construction Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

Owner:	City of Mount Dora Attention: City Manager 510 N. Baker Street Mount Dora, Florida 32757
with copy to:	City Attorney Bell & Roper, P.A. 2707 E. Jefferson Street Orlando, Florida 32803
Construction Manager:	Evergreen Construction Management, Inc. 30941 Suneagle Drive Mount Dora Florida 32757

18.9 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.

18.10 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.

18.11 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.

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that

all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

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

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower

tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Applicable Licensing and Compliance with all Laws:

The Construction Manager, 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. The Construction Manager, 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, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.17 Use of City Logo, Name, Seal, Flag and/or City Letterhead:

The Construction Manager may only use the City of Mount Dora's name, logo seal and/or flag with the express written permission of the City and consistent with any City policy related to use of the same. In addition, the Construction Manager shall not use the City's

Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of April, 2020.

CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

NORTHEAST COMMUNITY REDEVEOPMENT AGENCY OF THE CITY OF MOUNT DORA

Catherine T. Hoechst

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

ATTEST:

Joanne Burnham on behalf of

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

S G Sutphen

Sherry G. Sutphen
City Attorney

EVERGREEN CONSTRUCTION MANAGEMENT, INC.

By: _____

Print: Mark Stracher

Title: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Mark Stracher, the President of Evergreen Construction Management, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 16th day of April, 2020.

(stamp)

Lita Conyers
NOTARY PUBLIC, State of Florida

Notary Public State of Florida
Lita Conyers
My Commission GG 130496
Expires 09/07/2021

ATTACHMENT #1

EXHIBIT "A"

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated _____, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

ATTACHMENT #1

EXHIBIT "B"
CITY OF MOUNT DORA/CRA/Northeast CRA
AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora, dated _____, , and the Task Authorization dated _____ (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

_____

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "C"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:

TO OWNER:
Name
Address

TO CONSTRUCTION MANAGER:
Name
Address

Copy to:
__Architect
__Engineer
__Field
__Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____

Print: _____

Date of Substantial Completion:

_____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____am/pm on _____, 20__.

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

EXHIBIT "D"
CERTIFICATE OF FINAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:
SUBSTANTIAL COMPLETION DATE:
FINAL PUNCHLIST INSPECTION DATE:

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

__completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
__submission of "as-built" plans and specifications, shop drawings, and other record documents
__completion of all Owner training – submission of all contractually required stock and spare parts
__submission of all final Operation & Maintenance documents and other closeout deliverables
__submission of consent of Builder's surety
__submission and approval of all remaining change order proposals, claims, and applications for payment
__payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:
__no liens have been attached against the Project
__no suits are pending by reason of work on the Project under the Contract for Construction
__all Workers' compensation claims are covered by Workers' Compensation Insurance as required by law
__all insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner
__all public liability claims are adequately covered by insurance and that the Construction Manager shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the work on the Project contemplated under said Contract for Construction.

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Evergreen Construction Group of Florida, LLC, who is authorized to bind Evergreen Construction Group of Florida, LLC, and who is personally known to me OR has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:
Architect

By: _____ Date: _____

Print: _____

Accepted By:
Owner

By: _____ Date: _____

Print: _____

EXHIBIT "E"
Partial Pay Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

PROJECT:

APPLICATION NO: 001
PERIOD TO: 03/25/2020
PROJECT NOS.: 1810008

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ FIELD
- ☐ OTHER

FROM CONTRACTOR:
Evergreen Construction
30941 Suneagle Drive
Mt Dora, FL 32757

VIA ARCHITECT:

CONTRACT DATE: 01/23/2020

CUSTOMER CONTRACT ID:
#02-856137

DESCRIPTION:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in cor
Continuation Sheet.

1. **ORIGINAL CONTRACT SUM** .....
2. **Net change by Change Orders** .....
3. **CONTRACT SUM TO DATE** (Line 1 + 2) .....
   SCHEDULE OF VALUE .....
4. **TOTAL COMPLETED & STORED TO DATE** .....
5. **RETAINAGE:**
   a. 3.41% of Completed Work
   (Columns D + E)
   b. 0.00% of Stored Material
   (Column F)
   Total Retainage (Line 5a + 5b) .....
6. **TOTAL EARNED LESS RETAINAGE** .....
7. **LESS PREVIOUS APPLICATIONS FOR PAYMENTS**
8. **CURRENT PAYMENT DUE** .....
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** ...

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	0.00	0.00
Total approved this Month:	0.00	0.00
TOTALS:	0.00	0.00
NET CHANGES by Change Order:	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Evergreen Construction

By: _____ Date: _____

Jerry Schafrath / Senior Executive CFO

State of: _____ County of: _____

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ATTACHMENT #1

Page 66 of 68

CONTINUATION SHEET

TO: **From:** **Project Name:**
Project #:
Application #:
Period:

A	B	C	D	E	F	G		H		I
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
1	01 - Staffing & Site Requirements									0
2	GL Insurance									0
3	02 - Demolition & Site Work									0
4	03 - Concrete									0
5	05 - Metals									0
6	06 - Carpentry & Millwork									0
7	07 - Firestopping, Moisture & Thermal Protection									0
8	08.1 - Doors, Windows									0
9	08.4 - Glass & Storefront									0
10	09.1 - Drywall									0

ATTACHMENT #1

CONTINUATION SHEET

TO: **From:**

Project Name:
Project #:
Application #:
Period:

A	B	C	D	E	F	G		H		I
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
11	9.2 - Ceilings									
12	9.3 - Flooring									
13	9.5 - Painting									
14	10 - Specialities									
15	15.1 - Fire Protection									
16	15.2 - HVAC & Plumbing									
17	16 - Electrical									
18	Contingency									
19	Fee									
	Totals:									

ATTACHMENT #1

ATTACHMENT #1

Exhibit "B"
Agreement with Faden Builders, Inc.
for construction manager at risk services on an as-needed basis
for Citywide projects which are less than Two Million Dollars
RFQ-19-GS-018

ATTACHMENT #1

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, the Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the Northeast Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter singly and collectively referred to as "Owner" and Faden Builders, Inc, 1194 Camp Avenue, Mount Dora Florida 32757, hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the various City project(s) in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The City will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit "A"**, for individual City projects which may include either pre-construction and construction management services or construction management services only. If pre-construction services are required as part of a Project, an initial Task Authorization will be issued by the City Manager if the cost of the pre-construction services is within the City Manager's purchasing authority. Thereafter, once the drawings, specifications and other descriptive

documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "B"**, will be issued following approval by the City Council of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the City Manager's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the City Council. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the City Council. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the City Council. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions: The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

Construction Documents - This Contract, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – Faden Builders, Inc.

Estimate - The Construction Manager's latest estimate of probable project construction costs

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.
3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.

4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner - City of Mount Dora, a municipal corporation of the State of Florida, on behalf of itself, the Community Redevelopment Agency of the City of Mount Dora (CRA) pursuant to Resolution 2020-24 (CRA) and the Northeast Community Redevelopment Agency of the City of Mount Dora (Northeast CRA) pursuant to Resolution 2020-24 (Northeast CRA).

Owner's Representative - The Owner's Representative is its Construction Project Manager, who is Chet Cramer, or such other individual designated, in writing, by the City Manager.

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project is Two Million Dollars or less, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles

8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Contract all subsystems of the Project Management Information System hereinafter referred to as PMIS.

B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.

C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.

D. The PMIS shall be described in terms of the following major subsystems:

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X II" format, unless directed otherwise by the Owner.

B. The Narrative Reporting Subsystem shall include the following reports:

1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.

3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.

6. Daily Construction Diary - during the construction phase describing events and conditions on the site.

C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project

3. Scheduled Control Subsystem:

A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.

B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update,

revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.

2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and tum-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the following submissions at the following phases of the project:

Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

A. Completion of Schematic Documents.

B. Completion of fifty percent (50%) Design Development Documents.

C. Completion of one hundred percent (100%) Design Development Documents.

D. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.

C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

D. Cash Flow Diagram - showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.

2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

   A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.

   B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.

   C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.

   D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.

   E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.

G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.

H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.

2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.

4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

   THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

   The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations , the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the

Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

   Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the

Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for

completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

   A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

      Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and

shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

   A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

      1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

      3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

      4. Provide labor relations management for a harmonious, productive project.

      5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

      6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and

transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA *I* Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information

Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will

be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to $35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.
Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

   LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of

performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars ($35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars ($35.000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP).* The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

   A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

      1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

      2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

      3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	14%
$150,001 to $500,000	12%
$500,001 to $750,000	10%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid

proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
$0.00 to $150,000	14 %
$150,001 to $500,000	12%
$500,001 to $750,000	10%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	6%
$1,500,001 to $2,000,000	5%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

    A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

    B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted

accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "E"**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated

cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including

but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

   A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "CITY OF MOUNT DORA" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;

H. The termination date;

I. 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.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or

otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not

limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to

assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

   A. the name, address, telephone number and contact person for the material supplier;

   B. manufacturer or brand, model or specification number of the item;

   C. estimated quantity needed;

   D. the price quoted by the supplier for the materials identified therein;

   E. any sales tax associated with such quote; and

   F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's

Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such

nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the

American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. 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 ITY'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

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

2. Construction Manager agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.

B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner 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.

C. 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 Construction Manager does not transfer the records to the City/Owner.

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

18.6 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.

18.7 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.

18.8 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 Owner and the Construction Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

Owner:	City of Mount Dora Attention: City Manager 510 N. Baker Street Mount Dora, Florida 32757
with copy to:	City Attorney Bell & Roper, P.A. 2707 E. Jefferson Street Orlando, Florida 32803
Construction Manager:	Faden Builders, Inc. 1194 Camp Avenue Mount Dora Florida 32757

18.9 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.

18.10 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.

18.11 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.

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation,

gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

7. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules,

regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

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

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Applicable Licensing and Compliance with all Laws:

The Construction Manager, 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. The Construction Manager, 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, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.17 Use of City Logo, Name, Seal, Flag and/or City Letterhead:

The Construction Manager may only use the City of Mount Dora's name, logo seal and/or flag with the express written permission of the City and consistent with any City policy related to use of the same. In addition, the Construction Manager shall not use the City's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of April, 2020.

CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

NORTHEAST COMMUNITY REDEVEOPMENT AGENCY OF THE CITY OF MOUNT DORA

Catherine T. Hoechst

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

ATTEST:

Jessica Burnham on behalf of

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

S G Sutphen

Sherry G. Sutphen
City Attorney

FADEN BUILDERS, INC.

By: Todd M Faden
Print: TODD M. FADEN
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Todd M. Faden, the President of Faden Builders, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 03 day of April, 2020.

(stamp) JOAN D. LETOURNEAU
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG224884
Expires 6/11/2022

NOTARY PUBLIC, State of Florida

ATTACHMENT #1

EXHIBIT "A"

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated _____, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

ATTACHMENT #1

EXHIBIT "B"
CITY OF MOUNT DORA/CRA/Northeast CRA
AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora, dated _____, , and the Task Authorization dated _____ (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

_____

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

ATTACHMENT #1

EXHIBIT "C"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:

TO OWNER:	**TO CONSTRUCTION MANAGER:**	Copy to:
Name	Name	__Architect
Address	Address	__Engineer
		__Field
		__Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____ Date of Substantial Completion:

Print:_____ _____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____am/pm on _____, 20__.

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

EXHIBIT "D"
CERTIFICATE OF FINAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:
SUBSTANTIAL COMPLETION DATE:
FINAL PUNCHLIST INSPECTION DATE:

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

__completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
__submission of "as-built" plans and specifications, shop drawings, and other record documents
__completion of all Owner training – submission of all contractually required stock and spare parts
__submission of all final Operation & Maintenance documents and other closeout deliverables
__submission of consent of Builder's surety
__submission and approval of all remaining change order proposals, claims, and applications for payment
__payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:
__no liens have been attached against the Project
__no suits are pending by reason of work on the Project under the Contract for Construction
__all Workers' compensation claims are covered by Workers' Compensation Insurance as required by law
__all insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner
__all public liability claims are adequately covered by insurance and that the Construction Manager shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the work on the Project contemplated under said Contract for Construction.

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Evergreen Construction Group of Florida, LLC, who is authorized to bind Evergreen Construction Group of Florida, LLC, and who is personally known to me OR has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:
Architect

By: _____ Date: _____

Print: _____

Accepted By:
Owner

By: _____ Date: _____

Print: _____

EXHIBIT "E"
Partial Pay Request Form

Application for Payment

ATTACHMENT #1

To Owner:		Contractor:	
Attn. Owner's Rep:		Submitted By:	
Address:		Street Address:	
City/State/Zip:		City/State/Zip:	

Project/ Contract Description:	
Project Reference No:	**Contract No:**

Billing No.:	**Select One:**	Progress _____ or Final _____
Period Covered:	**Date Submitted:**	

FOR OWNER'S USE ONLY			**$ AMOUNT**
Company Code:	Cost Center:	WBS:	
Business Area:	Account:	WBS:	
Profit Center:	Vendor No:	WBS:	

Description of Work	Scheduled Value	Completed This Month	%		Previously Completed	%	Completed To Date	%
	-	0.00	0%		0.00	100%	0.00	100%
	-	0.00	0%		0.00	100%	0.00	100%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
	-	0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
		0.00	0%		0.00	0%	0.00	0%
TOTALS w/SALES TAX	$0.00	0.00			0.00		0.00	

Required Signatures:	
Contractor Signature	Date
Owner's Representative	Date
Field Rep	Date
Project Manager	Date
Finance Representative	Date
Program Manager	Date
Finance Manager	Date
Director	Date

Contractor:	**Accounting:**	**Owner:**
$0.00	Contract Total	0.00
	Allowance for Material	0.00
$0.00	Sub Total	0.00
$0.00	Less Retainage	0.00
$0.00	Total Net	0.00
	Less Previous Payment	0.00
	Net Payment This Bill	0.00
	Total Paid to Date	0.00
	Contract Balance	0.00

Required Signatures: (continued)	
Vice President	Date
Sr. Vice President	Date
Executive Vice President	Date

Application for Payment

ATTACHMENT #1

To Owner:		Contractor:	Faden Builders, Inc.
Attn. Owner's Rep:		Submitted By:	Todd M. Faden
Address:		Street Address:	1194 Camp Avenue
City/State/Zip:		City/State/Zip:	Mount Dora, FL 32757

Project/ Contract Description:	
Project Reference No:	**Contract No:**

Billing No.:	**Select One:**	Progress ☐	or Final ☐
Period Covered:	**Date Submitted:**		

FOR OWNER'S USE ONLY			**$ AMOUNT**
Company Code:	Cost Center:	WBS:	
Business Area:	Account:	WBS:	
Profit Center:	Vendor No:	WBS:	

Description of Work	Scheduled Value	Completed This Month	%	Previously Completed	%	Completed To Date	%
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
	$0.00	0.00		0.00		0.00	
TOTALS/SALES TAX	$0.00	0.00		0.00		0.00	

Required Signatures:	
Contractor Signature	Date 1/0/00
Owner's Representative	Date
Field Rep	Date
Project Manager	Date
Finance Representative	Date
Program Manager	Date
Finance Manager	Date
Director	Date

Contractor:	Accounting:	Owner:
$0.00	Contract Total	0.00
	Allowance for Material	0.00
$0.00	Sub Total	0.00
$0.00	Less Retainage	0.00
$0.00	Total Net	0.00
	Less Previous Payment	0.00
	Net Payment This Bill	0.00
	Total Paid to Date	0.00
	Contract Balance	0.00

Required Signatures: (continued)	
Vice President	Date
Sr. Vice President	Date
Executive Vice President	Date

Exhibit "C"
Agreement with Wharton-Smith, Inc.
for construction manager at risk services on an as-needed basis
for Citywide projects which are less than Two Million Dollars
RFQ-19-GS-018

ATTACHMENT #1

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, the Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the Northeast Community Redevelopment Agency of the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter singly and collectively referred to as "Owner" and Wharton-Smith, Inc, 750 Monroe Road, Sanford, Florida 32771 hereinafter "Construction Manager".

ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the various City project(s) in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The City will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit "A"**, for individual City projects which may include either pre-construction and construction management services or construction management services only. If pre-construction services are required as part of a Project, an initial Task Authorization will be issued by the City Manager if the cost of the pre-construction services is within the City Manager's purchasing authority. Thereafter, once the drawings, specifications and other descriptive

documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "B"**, will be issued following approval by the City Council of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the City Manager's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the City Council. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the City Council. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the City Council. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions: The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

Construction Documents - This Contract, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – Wharton-Smith, Inc.

Estimate - The Construction Manager's latest estimate of probable project construction costs

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.
3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.

4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner - City of Mount Dora, a municipal corporation of the State of Florida, on behalf of itself, the Community Redevelopment Agency of the City of Mount Dora (CRA) pursuant to Resolution 2020-24 (CRA) and the Northeast Community Redevelopment Agency of the City of Mount Dora (Northeast CRA) pursuant to Resolution 2020-24 (Northeast CRA).

Owner's Representative - The Owner's Representative is its Construction Project Manager, who is Chet Cramer, or such other individual designated, in writing, by the City Manager.

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project is Two Million Dollars or less, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles

8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Contract all subsystems of the Project Management Information System hereinafter referred to as PMIS.

B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.

C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.

D. The PMIS shall be described in terms of the following major subsystems:

1. Narrative Reporting, on a monthly basis,

2. Schedule Control, on a monthly basis,

3. Cost Control, and estimating,

4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X II" format, unless directed otherwise by the Owner.

B. The Narrative Reporting Subsystem shall include the following reports:

1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.

3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.

6. Daily Construction Diary - during the construction phase describing events and conditions on the site.

C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional

copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project

3. Scheduled Control Subsystem:

A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.

B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.

C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule

and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update, revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.

2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and tum-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction

will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the following submissions at the following phases of the project:
Estimates - Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner:

A. Completion of Schematic Documents.

B. Completion of fifty percent (50%) Design Development Documents.

C. Completion of one hundred percent (100%) Design Development Documents.

D. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.

C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

D. Cash Flow Diagram - showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.

2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

   A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.

   B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.

   C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.

   D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.

   E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.

G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.

H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.

2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.

4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

   THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

   The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations , the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the

Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

7. Interfacing -

   A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

   B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

   Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the

Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.
For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as

necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. Solicitation of Bids -

   A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

      Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.

5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.

E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
$500,000 to $1,000,000	A	Class IV
$1,000,000 to $2,500,000	A	Class V
$2,500 000 to $5,000 000	A	Class VI
$5,000,000 to $10,000 000	A	Class VII
$10,000,000 to $25,000,000	A	Class VIII
$25 000 000 to $50,000,000	A	Class IX
$50.000,000 to $75,000,000	A	Class X

6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-

Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

   A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

      1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

      3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

      4. Provide labor relations management for a harmonious, productive project.

      5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.

      6. Provide a quality control program.

7. Provide miscellaneous office supplies that support the construction efforts.

8. Travel to and from its home office to the project site, as the project requires.

B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.

B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and

transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.

C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "C"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.

I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "D"**.

J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA *I* Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information

Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will

be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the City of Mount Dora City Council in this Agreement or any Amendment or Change Order to this Agreement. The City of Mount Dora City Council hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The City of Mount Dora City Council additionally authorizes the City Manager, in conjunction with the Owner's Representative, to authorize changes in the work up to $35,000.00 (Thirty-five Thousand and 00/100 Dollars) or such other dollar amount as authorized by policy adopted by the City Council. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3. 7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.

4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.

4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.

4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor.

   Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

   The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

   LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars ($500.00) for each calendar day the actual time of

performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.

7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Thirty-five Thousand and 00/100 Dollars ($35,000.00), or such other dollar amount as authorized by policy adopted by the City Council, for the use of the Owner's Buyout Contingency, may be granted by the City Manager. Authorizations, for more than Thirty-five Thousand and 00/100 Dollars ($35.000.00), will be granted by the City Council unless the City Council authorizes an increase in the City Manager's authority for the same.

ARTICLE 8
CONSTRUCTION MANAGER'S COSTS

8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*. The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.

3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be based on the Original GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
$0.00 to $150,000	14%
$150,001 to $500,000	12%

$500,001 to $750,000	9%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	7%
$1,500,001 to $2,000,000	6%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.

2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.

3. The costs of all data processing staff.

4. Salaries or other compensation of the Construction Manager's employees at the job site.

5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

6. Those services set forth in Article 2.4(9)(A).

7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the Original GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction

of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2).

GMP	Construction Manager's Fee
$0.00 to $150,000	14%
$150,001 to $500,000	12%
$500,001 to $750,000	9%
$750,001 to $1,000,000	8%
$1,000,001 to $1,500,000	7%
$1,500,001 to $2,000,000	6%

ARTICLE 9
DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.

3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.

4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal,

transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.

9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.

10. Costs for trash and debris control and removal from the site.

11. Costs incurred due to an emergency affecting the safety of persons and property.

12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

    A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

    B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.

13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.

14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.

16. Transportation outside of Lake, Orange or Seminole for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and will be in accordance with the Construction Manager's standard personnel policy.

17. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

20. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

21. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10
CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted

accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.

2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

   A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

   B. by unit prices stated in the Agreement or subsequently agreed upon;

   C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

   D. by the method provided in Article 10.1(3).

   E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.

4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.

5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "E"**. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from ten percent (10%) to five (5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from ten percent (10%) to five percent (5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to five percent (5%) of the estimated

cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including

but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than $1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:

   A. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;

B. Automobile Liability Coverages, One Million Dollars ($1,000,000.00) combined single limit, and One Million Dollars ($1,000.000.00) for each occurrence of bodily injury and property damage;

C. Excess Liability, Umbrella Coverage, Two Million Dollars ($2,000,000.00) each occurrence.

4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.

5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.

7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

D. The Construction Manager hereby acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars ($10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars ($5,000.00). The Construction Manager shall be responsible for paying any deductible amount.

10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:

A. The name of the insured Construction Manager;
B. The specified job by name and job number;
C. List the "CITY OF MOUNT DORA" as an Additional Insured;
D. Recognizes the Indemnification requirements of this Agreement;
E. The name of the insurer;
F. The number of the policy;
G. The effective date;

H. The termination date;

I. 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.

11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.

12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or

otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

   A. cease operations as directed by the Owner in the notice;

   B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

   C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

3. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lake County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not

limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

1. All claims must be submitted as a Request for Change Order in the manner as provided herein;

2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's Original GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

1. The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.

2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice

to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.

2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.

3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.

4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.

6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

   A. the name, address, telephone number and contact person for the material supplier;

   B. manufacturer or brand, model or specification number of the item;

   C. estimated quantity needed;

   D. the price quoted by the supplier for the materials identified therein;

   E. any sales tax associated with such quote; and

   F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.

8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such

price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.

9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the

materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18
MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy", between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. 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 ITY'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

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

2. Construction Manager agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City/Owner to perform the services set forth herein.

B. Upon request from the City's/Owner's custodian of public records, provide the City/Owner 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.

C. 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 Construction Manager does not transfer the records to the City/Owner.

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

18.6 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.

18.7 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.

18.8 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 Owner and the Construction

Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

Owner:	City of Mount Dora Attention: City Manager 510 N. Baker Street Mount Dora, Florida 32757
with copy to:	City Attorney Bell & Roper, P.A. 2707 E. Jefferson Street Orlando, Florida 32803
Construction Manager:	Wharton-Smith, Inc. 750 Monroe Road Sanford, Florida 32771

18.9 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.

18.10 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.

18.11 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.

18.12 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

identity or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.13 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. The Construction Manager is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

18.14 Compliance with the Copeland "Anti-Kickback" Act:

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

2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.15 Clean Air Act:

1. The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.16 Applicable Licensing and Compliance with all Laws:

The Construction Manager, 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. The Construction Manager, 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, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.17 Use of City Logo, Name, Seal, Flag and/or City Letterhead:

The Construction Manager may only use the City of Mount Dora's name, logo seal and/or flag with the express written permission of the City and consistent with any City policy related to use of the same. In addition, the Construction Manager shall not use the City's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of April, 2020.

CITY OF MOUNT DORA

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA

Catherine T. Hoechst

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

ATTEST:

Jessie Burnham on behalf of
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

SG Sutphen
Sherry G. Sutphen
City Attorney

WHARTON-SMITH, INC.

By: Darin A. Crafton
Print: Darin A. Crafton
Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Darin A. Crafton, the Executive VP of Wharton-Smith, Inc., who personally swore or affirmed that he/~~she~~ is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced _____ as identification, and who ~~did~~/did not take an oath this 9th day of April, 2020.

(stamp)

KIMBERLY A MURRAY
Notary Public - State of Florida
Commission # GG 217683
My Comm. Expires Jun 11, 2022
Bonded through National Notary Assn.

Kimberly A. Murray
NOTARY PUBLIC, State of Florida

ATTACHMENT #1

EXHIBIT "A"

CITY OF MOUNT DORA/CRA/Northeast CRA
TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated _____, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Date: _____ Signature: _____	
Reviewed By (if applicable): Print: _____ Date: _____ Signature: _____	
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

EXHIBIT "B"
CITY OF MOUNT DORA/CRA/Northeast CRA
AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and the City of Mount Dora, dated _____, , and the Task Authorization dated _____ (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

_____

City Project Manager:

_____

Construction Manager Contact:

_____

Project Name:

_____

Project Number:

_____

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERD TO THE CONTSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package shall include: Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: _____	Date: _____
Reviewed By (if applicable): Print: _____ Signature: _____	Date: _____
CONTRACTOR ACCEPTANCE	**CITY APPROVAL**
Print Name:	**Print Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

ATTACHMENT #1

EXHIBIT "C"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:

TO OWNER:
Name
Address

TO CONSTRUCTION MANAGER:
Name
Address

Copy to:
__Architect
__Engineer
__Field
__Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____

Print:_____

Date of Substantial Completion:

_____
(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective: _____

The Construction Manager will complete or correct the work on the Punch List within ____ days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____

Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____am/pm on _____, 20__.

Owner

By: _____ Date: _____

Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage and insurance are as follows:

EXHIBIT "D"
CERTIFICATE OF FINAL COMPLETION

PROJECT NAME:
PROJECT ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER:
SUBSTANTIAL COMPLETION DATE:
FINAL PUNCHLIST INSPECTION DATE:

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

__completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
__submission of "as-built" plans and specifications, shop drawings, and other record documents
__completion of all Owner training – submission of all contractually required stock and spare parts
__submission of all final Operation & Maintenance documents and other closeout deliverables
__submission of consent of Builder's surety
__submission and approval of all remaining change order proposals, claims, and applications for payment
__payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:
__no liens have been attached against the Project
__no suits are pending by reason of work on the Project under the Contract for Construction
__all Workers' compensation claims are covered by Workers' Compensation Insurance as required by law
__all insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner
__all public liability claims are adequately covered by insurance and that the Construction Manager shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event, occurrence, or omission related to performance of the work on the Project contemplated under said Contract for Construction.

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 201_, by _____, as _____ of Evergreen Construction Group of Florida, LLC, who is authorized to bind Evergreen Construction Group of Florida, LLC, and who is personally known to me OR has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Recommend By:
Architect

By: _____ Date: _____

Print: _____

Accepted By:
Owner

By: _____ Date: _____

Print: _____

EXHIBIT "E"
Partial Pay Request Form

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703 (Instructions on reverse side)

TO OWNER :

PROJECT:

APPLICATION NO.: **1**
PERIOD TO: **1/0/1900**
PROJECT NOS.:
CONTRACT DATE: **1/0/1900**
W/S JOB NO.: **0**

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

ATTN:

FROM (CONTRACTOR):
WHARTON-SMITH, INC.
750 Monroe Rd.
Sanford, FL 32771

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	0.00
5. RETAINAGE:		
0.00 of Completed Work (Columns D + E on G703)	0.00	
0.00 of Stored Material (Column F on G703)	0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	$	
8. CURRENT PAYMENT DUE	$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total changes approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contract certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: January 6, 2020
Ronald F,. Davoli -President/CEO

State of: FLORIDA
County of: SEMINOLE
Subscribed and sworn to before me this January 6, 2020

Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only ot the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1992

ATTACHMENT #1

Page 65 of 66

CONTINUATION SHEET

AIA DOCUMENT G703

~~2 of 2 PAGES~~

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contracor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 1/6/2020
PERIOD TO: 1/0/1900
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	M
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1		-		-		-	#DIV/0!	-	0.00
2				-		-	#DIV/0!	-	0.00
3				-		-	#DIV/0!	-	0.00
4				-		-	#DIV/0!	-	0.00
5				-		-	#DIV/0!	-	0.00
6				-		-	#DIV/0!	-	0.00
7				-		-	#DIV/0!	-	0.00
8				-		-	#DIV/0!	-	0.00
9				-		-	#DIV/0!	-	0.00
10				-		-	#DIV/0!	-	0.00
11				-		-	#DIV/0!	-	0.00
12				-		-	#DIV/0!	-	0.00
13				-		-	#DIV/0!	-	0.00
14				-		-	#DIV/0!	-	0.00
15				-		-	#DIV/0!	-	0.00
16				-		-	#DIV/0!	-	0.00
17				-		-	#DIV/0!	-	0.00
18				-		-	#DIV/0!	-	0.00
19				-		-	#DIV/0!	-	0.00
20				-		-	#DIV/0!	-	0.00
21				-		-	#DIV/0!	-	0.00
				-		-	#DIV/0!	-	0.00
				-		-	#DIV/0!	-	0.00
	GRAND TOTALS	$ -	$ -	$ -	$ -	$ -	#REF!	$ -	

ATTACHMENT #1

Page 66 of 66

CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between Faden Builders Inc (Contractor) and the City of Mount Dora, approved under Resolution, 2020-24 dated, April 7, 2020 the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein. **Project Name:** **Frank Brown Park Renovation**
Project Amount: $ **$480,700**
Budget Account Number: **310-5555-580.63-01-PK2409**
City Project Manager: **Troy Shonk**
Contractor: **Faden Builders, Inc.**
Contractor Project Manager: **Shawn Howard**

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

SUMMARY OF WORK TO BE COMPLETED
Each Task Authorization package shall include: **Exhibit A** – Scope of Work **Exhibit B** – Sub-Contractors **Exhibit C** – Schedule **Exhibit D** – Compensation
Recommended By: Print: Troy Shonk Signature: Troy Shonk Date: 1-8-24
Reviewed By: Print: Troy Shonk Signature: Troy Shonk Date: 1-8-24

Contractor CMAR

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: FADGN Builders, Inc.	**Print Name:**
Signature:	**Signature:**
Date: 1/8/2024	**Date:**

FADEN
BUILDERS, INC

12/06/2023 Faden Proposal No. 23-346

Troy Shonk
Parks and Recreation Director
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: Frank Brown Park Project

Scope Summary: Provide and install new shade structures, new water fountain, fence demolition, grading, sodding, irrigation and new site furnishing.

Exhibit A: Scope of Work

1. General Conditions
    a. Project Management and Supervision
    b. Mobilization/Demobilization
2. New Construction
    a. Demo existing shelter near playground and remove into dumpster
    b. Provide and install a new 20'0"x25'0"x8'0" metal hip pavilion
    c. Demo existing grill
    d. Provide and install new pilot rock grill
    e. Demo approximately 130'0" LF of fence at ballfields (Demo to be confirmed)
    f. Strip/prep and re-grade field #1 and #2 as necessary
    g. Install new Bermuda or zoysia sod in outfields of fields #1 and #2
    h. Tile all clay 5'0" beyond bases and add soil mix to install Bermuda or Zoysia sod
    i. Install new irrigation to water infield clay and new sod as required
    j. Strip/prep and install new Bermuda or Zoysia sod at multipurpose field
    k. Install in-ground water source (2) home field and (1) visitors side (tap into water box at southeast corner of the field)
    l. Provide and install 20'0" x 20'0"x8'0" metal pavilion with (1) electrical outlet on post
    m. Provide and install (2) 21'0" long x 3 step bleachers
    n. Provide and install (2) 25'0"x10'0"x10'0" shade structures
    o. Provide and install (1) water fountain with bottle filler at restroom (Owner to provide drawings for concession stand)

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. No signage is included
3. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
4. Geotechnical testing/reports are excluded.
5. Dewatering is excluded.
6. Landscaping, irrigation, and sod are excluded.
7. Painting and staining are excluded.
8. Civil engineering is excluded.
9. Permit fees are excluded.

FADEN
BUILDERS, INC

Exhibit B: Price/GMP Breakdown

1. General Conditions		$ 12,088.38
2. Site Prep / Install		$ 215,416.67
3. Finishes		$ 4,824.56
4. Siet Furnishing		$ 123,525.18
5. Plumbing		$ 9,649.12
6. Electrical		$ 33,964.91
	Subtotal	$ 399,468.82
	General Liability Insurance	$ 5,193.09
	Contingency	$ 5,351.40
	Contractor's Fee	$ 58,702.63
	Permit Fee	excluded
	Performance and Payment Bond	$ 11,984.06
	Gross Maximum Price (GMP):	**$ 480,700.00**

The prices included in this proposal are valid for 30 days per our material vendors due to steady material price increases.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.
Proposed duration schedule:

- 4 weeks for material procurement and submittals
- 2.5 – 3 months workdays for mobilization and demolition

Project Management Information System (PMIS) will not be required for this project.

Mailing Address: 1194 Camp Ave. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista , FL 32830 • 1194 Camp Ave, Mt Dora FL 32757
Phone: 352-735-9805 • **Fax:** 352-735-9806
www.FadenBuildersinc.com

FADEN
BUILDERS, INC

Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rake

Exhibit F: Sub-Contractors

Yard Stop – Landscaping, Irrigation
Medley Construction, - site Furnishing, Structures
Greenway Electric
Ark Plumbing

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

Shawn Howard
Faden Builders, Inc.

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

DATE: **January 16, 2024**

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

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

SUBJECT: Request Approval of Reimbursement of City Manager Patrick Comiskey for Attorney Fees and Costs Associated with Whistleblower Investigation

Introduction:
This is a request for City Council to approve reimbursement of City Manager Patrick Comiskey for attorney fees and costs associated with the whisleblower investigation.

Discussion:
In accordance with the employment agreement between the City of Mount Dora and City Manager Patrick Comiskey, the city manager requests approval of reimbursement of attorney fees and costs incurred by the city manager in conjunction with the whistleblower investigation involving DSK Law.

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 approve reimbursement of City Manager Patrick Comiskey for attorney fees and costs associated with the whistleblower investigation.

Attachment(s):
1. Patrick Comiskey memo + legal bills

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Patrick Comiskey, City Manager Final Approval - 1/11/2024

MEMO

TO: Legal Team

FR: Patrick Comiskey

DT: January 11, 2024

RE: Patrick's Legal Bills for his Defense

Please sign off on reimbursement of Patrick Comiskey for his legal bills. A copy of the bills are attached.

	William N. Spicola	$ 450
		1,650
		$2,100
	Adam Ellis	$2,300
Total		$4,400

KOMISAR · SPICOLA

January 2, 2024

Attention: Patrick C. Comiskey

Re: Invoice for Services

Client Name: Patrick C. Comiskey

Mr. Comiskey:

Thank you for the opportunity to work with you. Below is the invoice for December that I am submitting to you for approval and payment. If you have any questions or concerns about the invoice, please let me know, and I will address them promptly. I look forward to continuing to work with you.

Sincerely,

/S/ William N. Spicola
William N. Spicola
Florida Bar Number: 70732
Post Office Box 664
Tallahassee, FL 32302
850-895-1056

Invoice for Services
William N. Spicola

12/4/2023	Review emails.	.1
12/7/2023	Review emails.	.1
12/11/2023	Review emails.	.1
12/13/2023	Review emails.	.1
12/15/2023	Review emails.	.1

12/16/2023	Call with client.	.3
12/19/2023	Review and respond to client email.	.1

0.9 hours @ $500.00 per hour	
0.0 hours @ $400.00 per hour	
Total Fees:	$450.00
0 miles @ 57.5 cents per mile	
Total Costs:	$00.00
Retainer Balance:	$00.00
Total Due:	**$300.00**

***Billing.** If you make no comment about this invoice within 15 days of its date, we will assume that you have reviewed it and find it acceptable. Please make all checks payable to Komisar Spicola PA and mail to the address above or use the routing information provided.

***Interest on Late Payments; Collection Expenses.** We will charge interest at the rate of 12% per year on invoice amounts that are not paid within 30 days of the invoice date. If you fail to pay any amount owing, you will also be responsible for all collection expenses incurred, including costs and reasonable attorney's fees.

KOMISAR · SPICOLA

January 10, 2024

Attention: Patrick C. Comiskey

Re: Invoice for Services

Client Name: Patrick C. Comiskey

Mr. Comiskey:

Thank you for the opportunity to work with you. Below is the invoice since January 1, 2024 that I am submitting to you for approval and payment. If you have any questions or concerns about the invoice, please let me know, and I will address them promptly. I look forward to continuing to work with you.

Sincerely,

/S/ William N. Spicola
William N. Spicola
Florida Bar Number: 70732
Post Office Box 664
Tallahassee, FL 32302
850-895-1056

Invoice for Services
William N. Spicola

1/4/2024	Emails with client re report. (.1) Review report. (1.0) Call with client. (1.0)	2.1
1/5/2024	Review (.4) Call with counsel (.1) Call with client. (.1)	.6

1/8/2024	Review documents. (.1) Review emails. (.2)	.3
1/9/2024	Review documents. (.2) Emails re documents. (.1)	.3

3.3 hours @ $500.00 per hour	
0.0 hours @ $400.00 per hour	
Total Fees:	$1,650.00
0 miles @ 57.5 cents per mile	
Total Costs:	$00.00
Outstanding Balance:	$300.00
Total Due:	**$1,950.00**

***Billing.** If you make no comment about this invoice within 15 days of its date, we will assume that you have reviewed it and find it acceptable. Please make all checks payable to Komisar Spicola PA and mail to the address above or use the routing information provided.

***Interest on Late Payments; Collection Expenses.** We will charge interest at the rate of 12% per year on invoice amounts that are not paid within 30 days of the invoice date. If you fail to pay any amount owing, you will also be responsible for all collection expenses incurred, including costs and reasonable attorney's fees.

Marie A. Mattox, P.A.

User Entry Report from 01/01/2024 to 01/10/2024

Date	Activity	Description	Status	Billable	Total Hours
User: Adam Ellis					
Client: Comiskey, Patrick					
01/04/24	Review	Reviewed and annotated Lindsey Greene's final report	Approved	Yes	2.20
01/04/24	Phone Call	Call with client and Will Spicola	Approved	Yes	1.00
01/05/24	Draft	Drafted rebuttal shell	Approved	Yes	1.40
				Total for Comiskey, Patrick	4.60
				Total for Adam Ellis	4.60
				Grand Total	4.60

Amount due	$500/hour	$2,300

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

DATE: **January 16, 2024**

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

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

SUBJECT: Request approval First Reading of **Ordinance No. 2024-01**, Annexation for SAF NOB US 441, LLC (1.40 Acres)

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2024-01 and hold the second reading and adoption.

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

Discussion:

As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed "Business Impact Estimate" form. This request is associated with land use type action.

Further annexation descriptions and details are contained in Attachment #2 (Annexation Summary Report). The applicant has petitioned the City for annexation for three parcels (1.40 acres) located on the east side of US Highway 441 along the Orange County line. This action is for annexation only. The lands are eligible for annexation and are contiguous to existing city limit. The annexation further decreases existing enclave and is located within the City/County Joint Planning Agreement (JPA) boundary. These parcels, along with the adjacent lands, where sold from Harris property owner to SAF NOB US 441, LLC in April 2022. The Applicant proposes a future re-development for updates to the existing personal storage facility.

The sequence of events leading to the presentation to the City Council are as follows:

The Development Review Committee (DRC) on November 29, 2023, reviewed and recommended approval of the annexation request and recommended forwarding to the City Council.

Budget Impact:
Master Fee Schedule Resolution No. 2023-18 on April 18, 2023, waiving fees as an annexation incentive program. The annexation application fee of $2,000.00 has been waived.

Strategic Impact:
The City's annexation program is consistent with Growth Management Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits.

Recommendation:
City Council approve First Reading of Ordinance No. 2024-01 and the hearing for second reading and adoption.

Attachment(s):
1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 Annexation Summary Report
3. Ordinance 2024-01 Annex SAF NOB US 441 - REV (Cty Aty12-19-23)
4. Exhibit A Property Depiction (Map)

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	City Attorney, City Attorney	Approved - 1/5/2024
	Jeanann Hand, City Clerk	Approved - 1/5/2024
	Patrick Comiskey, City Manager	Final Approval - 1/6/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: **2024-01**

ORDINANCE TITLE: **Voluntary Annexation**

DEPARTMENT: **Planning and Development**

MEETING DATE: **January 16, 2024**
February 6, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the City's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _____;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible _____; and
  - o Estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
    Costs: _____ Revenues from Fees: _____
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance:_____.
- Additional applicable information:

_____
_____
_____
_____

_X_ A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- o Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- o Florida Statutes, Section 553.73, relating to the Florida Building Code
- o Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- o Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- o The issuance or refinancing of debt.
- o To comply with a federal or state law or regulation.
- o To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- o To adopt an Emergency Ordinance pursuant to applicable law.
- o To implement a contract or agreement.
- o Is related to procurement.

CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

ANNEXATION SUMMARY REPORT
SAF NOB US 441 LLC
1.40 ACRES

Report Date:
January 16, 2024

Reference/Support:
Section 1.3, *LDC*
Chapter 171, *Florida Statutes*
Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Applicant:	Kyle Hoy, Farmer Development		
Alt. Keys & Site Area	Alt. Key	Acres	Owner
Owners:	3853683	0.3 acre	SAF NOB US 441 LLC
	3353421	0.29 acre	SAF NOB US 441 LLC
	2921757	0.82 acre	SAF NOB US 441 LLC
	TOTAL	**1.41 acres**	
Existing Use:	Vacant Land, wetlands		
Proposed Use:	Open Space		
Future Land Use:	County Urban Low Density (4 du/ac)		
Proposed FLU:	City Industrial		
Current Zoning:	County Community Facility District (CFD) and County Light Industrial (LM)		
Proposed Zoning:	City Workplace 2 (WP-2)		
City Council District:	Two (2)		
JPA:	Yes		

Surrounding Property Table:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)	Comments
North	City	Industrial	WP-2	Vacant, Self-Storage	MyPlace Storage, Vacant Land
	Lake County	Urban Low	CFD	Church/Worship	Solid Rock Worship Center
South	Orange County	PD	PUD	Residential Subdivision	Parks of Mount Dora
East	City	Industrial	WP-2	Self-Storage, Wetlands	MyPlace Storage
West	County	Office	OP	Vacant	Undeveloped

Analysis:

The Applicant has submitted an application to annex three (3) properties totaling 1.40 acres in the City of Mount Dora. The subject properties are currently undeveloped and are not anticipated to be developed. The subject properties are located east of US Highway 441 along the Orange County line. The property borders the MiniStorage Facility and the Solid Works Worship Center, and the Parks of Mount Dora residential subdivision, located within the Orange County Joint Planning Area (JPA).

The subject parcels are presently undeveloped. The Applicant proposes a future development on the neighboring properties, and plans to include the subject parcels to increase the floor area ratio (FAR) and impervious surface ratio (ISR) for the total site development. Pursuant to Lake County's regulations, the properties are zoned Community Facility District (CFD) and Light Industrial (LM), and are part of the Urban Low Density and Industrial future land use category. Prior to developing or redeveloping either property, the owner will need to apply for a land use map amendment and rezoning application to designate the property with a City zoning district and City land use category. The Applicant has submitted applications for Rezoning and Future Land Use Map Amendments in accordance with Staff's recommendation, and are run concurrently with the Annexation application.

The subject properties are contiguous to the City limits and eligible for annexation.

Notification:

JPA Notice to Lake County: January 8, 2024
Legal Notice PZC and Notice to City Council: January 26, 2024
Notice to Surrounding Owners: December 8, 2023
Non-Legal with Map Ad City Council 1st Reading: January 19, 2024
Ordinance Enactment Legal Ad: January 26, 2024
Non-Legal with Map Ad City Council Adoption: January 26, 2024
Notice after adoption per 171.044(3) F.S.: Date to be scheduled

Public Hearing Schedule:

DRC Review: November 17, 2023
City Council 1st Reading: January 16, 2024
City Council 2nd Reading/Adoption: February 6, 2024

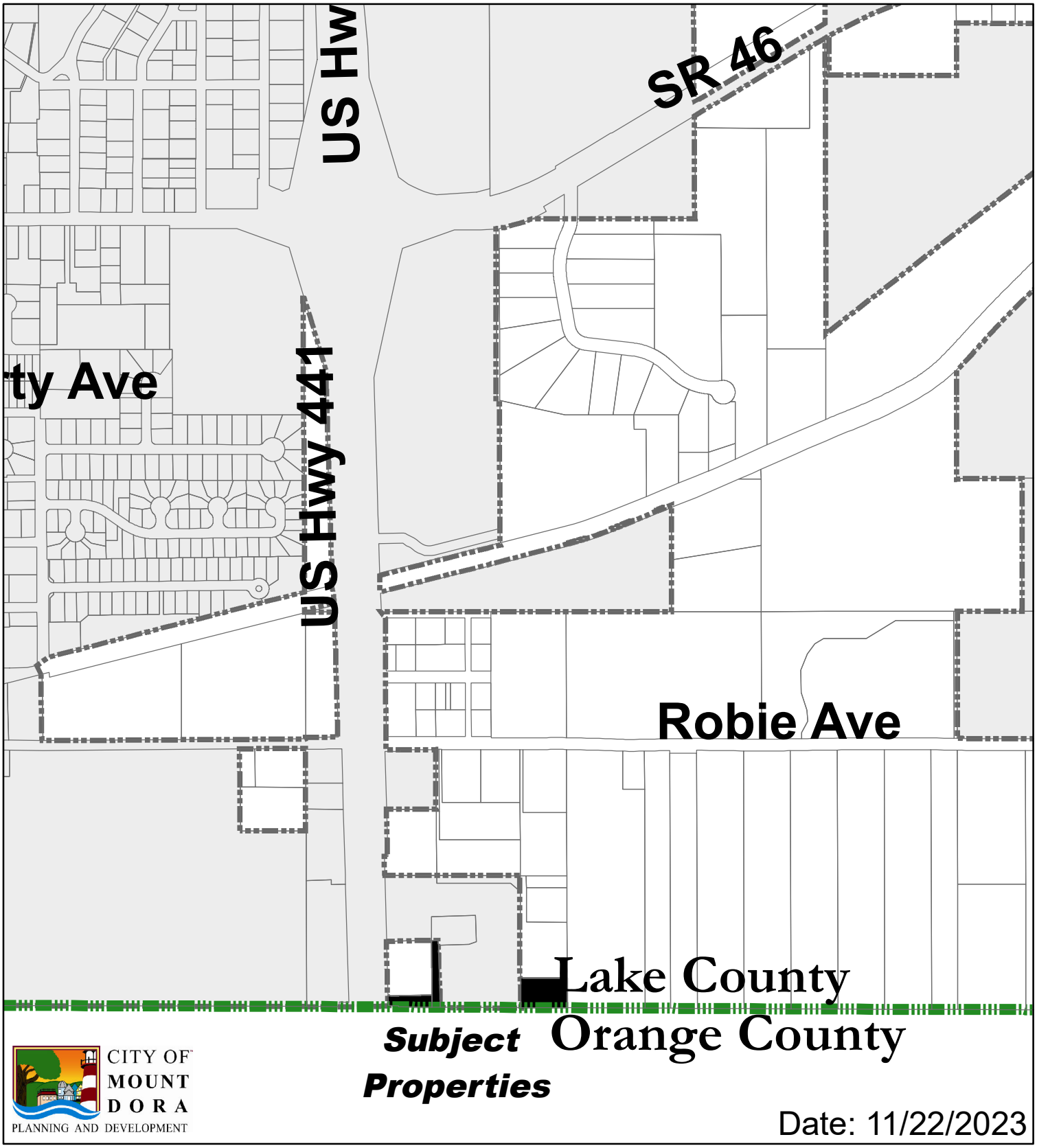
Vicinity Map

Legend

- City Limits
- JPA
- Subject Properties

N

N.T.S.



CITY OF MOUNT DORA
PLANNING AND DEVELOPMENT

Date: 11/22/2023

RECEIVED
By Whitney Scott at 8:49 am, Nov 07, 2023

CITY OF MOUNT DORA
PLANNING AND DEVELOPMENT

ANNX23-02

City of Mount Dora
Planning & Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
PlanDev@CityofMountDora.com

VOLUNTARY ANNEXATION APPLICATION

Date: 11/6/2023 Project Address: 21901 Hwy 441, Mt Dora, FL 32757

1. Applicant's Name: Kyle Hoy
   Company's Name: Farmer Development
   Address: 124 N Grand Ave
   City, State & Zip: Fowlerville MI 48836
   Phone: 810-844-1544 E-mail: Khoy@farmerdevelopment.com
2. Property Owner's Name(s): SAP NOB US 441 LLC
   Company's Name: My Place Self Storage
   Address: 9718 Chestnut Ridge Dr
   City, State & Zip: Windermere FL 34786
   Phone: 321-399-0254 E-mail: Kclem@myplaceselfstorage.com
3. The property generally located (list adjacent streets): Robie Ave & Stoneybrook Hills Pkwy
5. Alt Key(s): 3853603,
6. Size of property in Acres: 1.4 Square Feet: 60,984
7. Does property have, or will it have City Water and Sewer? ☐ Yes ☒ No
8. Does property have, or will it have Well or Septic Tank? ☐ Yes ☒ No
9. Current Zoning District (County): Orange County
10. Future Land Use Category (County): LM, Orange County
11. Requested Zoning District (City): Mt Dora WP-2
12. Requested Future Land Use Category (City): Mt Dora Industrial

13. Present use and structures on the property (list number of residential dwelling units):

Vacant Commercial land

14. Public or Private Roadways*: Public

**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Owner(s) of Record Signature(s)

11/6/23
Date

CITY OF MOUNT DORA
PLANNING AND DEVELOPMENT

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
PlanDev@cityofmountdora.com

AGENT AUTHORIZATION

I/we, (*Property Owner Name(s)*) SAF NOB US 441 LLC, as the owner(s) of the real property described as follows, (*Address, Parcel ID or Alternate Key Number of subject property*) 21901 Hwy 441, Mt Dora FL 32757, do hereby authorize (*Agent/Applicant*) Farmer Development, Dave Breeding, Kyle Hall to act as my/our Agent, to execute any petitions/applications or other documents necessary to affect the request for (*Application Type*) Annexation, Future Land Use Amendment, Rezoning Application, and to appear on my/our behalf before any administrative, legislative or quasi-judicial body in the City pertaining to the application described above and to act in all respects as my/our Agent in matters pertaining to the application and City process.

Printed Name of Property Owner	Signature of Property Owner	Date
KURT O'BRIEN		11/6/23

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6th day of November, 2023, by Kurt O'Brien.

Personally known OR Produced Identification
Type of Identification Produced:_____

Notary Public State of Florida
Carol E. Griffith
My Commission HH 372524
Expires 3/13/2027

Carol E Griffith
Notary Signature

Note: All applications shall be signed by the Owner(s) of the property, or the Agent as duly authorized herein by the Owner(s).

Last Rev. 10-2023

SECTION 33 – TOWNSHIP 19 SOUTH – RANGE 27 EAST
LAKE COUNTY – FLORIDA

Network reference #20220525-1



Vicinity Map
(N o t t o S c a l e)

SURVEYOR'S NOTES

1. The Boundary Survey as shown hereon, was made with benefit of abstract of Title. The undersigned and Terminus Surveying LLC, makes no guarantees or representations regarding easements, claims of Boundary line disputes, agreements, reservations or any other similar matters which may appear in the public records of the local county courthouse.
2. This Boundary Survey was prepared for the exclusive use and benefit of the parties listed hereon. Liability to third parties may not be transferred or assigned. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
3. Additions or deletions to survey map or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
4. This Boundary Survey does not depict ownership. The purpose of this Boundary Survey is to establish the perimeter Boundary lines of the land or lands described in the legal description as shown on this Boundary Survey and is not to establish ownership.
5. Boundary Surveys by no means represent a determination on whether properties will or will not flood. The Land within the Boundaries of this Boundary may or may not be subject to flooding. The local County/City Building Department has information regarding flooding and restrictions on development.
6. No underground foundations, installations or improvements have been located except as shown.
7. There are no visible encroachments other than shown.
8. Ownership of fences were not verified at time of survey.
9. All measurements are in feet and tenths, unless otherwise noted.
10. Mean high water line was not determined at time of survey.
    (only applicable when abutting bodies of water)
11. ALL BUILDINGS ARE 1 STORY.
12. BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 33–19–27, HAVING A GRID BEARING OF N89° 42' 22"W THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE OF FLORIDA PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM, 1983 ADJUSTED 2013 (FLORIDA WEST ZONE)

ALTA/NSPS Land Title Survey

Mt. Dora

Surveyor Certification

21901 US-441
Mt. Dora, FL 32757
County of Lake

CERTIFIED TO:

– SAF NOB US 441, LLC
– Bose McKinney & Evans LLP
– Old Republic National Title Insurance Company
– CCN ACQUISITIONS, LLC, AN INDIANA LIMITED LIABILITY COMPANY
– Stone & Gerken, P.A.
– Harris Mini–Storage, Inc.
– James C. Harris, III, as Trustee of the James C. Harris, III Trust Agreement dated November 25, 1998
–Goldman Sachs Bank, a New York state–chartered bank and its successors or assigns

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items; 1, 2, 3, 4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 10, 13, 14, 16, 17, 18, 19 of Table A thereof.

THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE STANDARDS OF PRACTICES AS SET FORTH IN CHAPTER 5J–17 FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

THE FIELD WORK WAS COMPLETED ON: 8/17/2023

DATE OF PLAT OR MAP: 8/25/2023

MICHAEL P. MOONEY
Professional Surveyor & Mapper #3930
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA SURVEYOR & MAPPER.

MICHAEL P. MOONEY CERTIFICATE 3930 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

CERTIFICATE OF AUTHORIZATION (LB #8207)

Legal Description

PER TITLE COMMITMENT ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

EFFECTIVE DATE: JUNE 24, 2022 @ 11:00 P.M.
COMMITMENT # 1291360
FILE # HARMIN–22001A

PARCEL A

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF 682.92 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST ALONG SAID WIRE FENCE 337.61 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 0°24'02" EAST (ACTUALLY NORTH 0°27'38" EAST) A DISTANCE OF 119.59 FEET, THENCE NORTH 89°06'47" EAST 224.26 FEET; THENCE SOUTH 0°57'30" EAST 133.46 FEET, THENCE SOUTH 73°46'10" WEST 41.35 FEET, THENCE SOUTH 88°51'07" WEST 187.93 FEET TO A POINT ON THE AFORESAID WIRE FENCE, THENCE NORTH 0°24'02" EAST (ACTUALLY NORTH 0°27'38" EAST) A DISTANCE OF 25.71 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN INGRESS AND EGRESS EASEMENT OVER THE WEST 50 FEET THEREOF. TOGETHER WITH A 22 FOOT INGRESS AND EGRESS EASEMENT OVER A STRIP OF LAND THAT IS BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE ABOVE DESCRIBED PROPERTY AND ON THE, NORTH BY A LINE, SAID LINE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 AND LYING 11 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF 682.92 FEET TO A WIRE FENCE, THENCE NORTH 0°24'02" EAST ALONG SAID WIRE FENCE AND THE NORTHERLY EXTENSION THEREOF 457.20 FEET, THENCE NORTH 89°06'47" EAST 22.29 FEET FOR A POINT OF BEGINNING; THENCE NORTH 04°36'02" WEST 175 FEET, MORE OR LESS, TO THE, POINT OF TERMINUS.

ALSO TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING TRACTS OF LAND:

1) THE NORTH 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500; RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500, THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST, 4.93 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 0°38'35" WEST 325.46 FEET FOR A POINT OF BEGINNING; CONTINUE NORTH 0°38'35" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 333.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°54'30" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42"EAST 327.69 FEET TO A POINT ON A LINE HAVING A BEARING OF NORTH 89°44'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°44'00" WEST 260.21 FEET TO SAID POINT OF BEGINNING.

2) THENCE NORTH 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD NO. 500, LESS THE EAST 235.00 FEET THEREOF AND LESS THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SAID SECTION 33 RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 413.10 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 FOR A POINT OF BEGINNING; THENCE RUN NORTH 0°38'35" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 665.78 FEET; MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTH 88°54'30" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42" EAST 327.69 FEET; THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE NORTH 88°47'30" WEST, 262.07 FEET TO THE POINT OF BEGINNING.

3) THE WEST 40 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 150.84 FEET THEREOF; ALSO AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 88°54'30" WEST ALONG THE NORTH LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 235.00 FEET; THENCE SOUTH 0°44'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 40 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT THAT IS NORTH 88°54'30" EAST A DISTANCE OF 50 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 88°54'30" EAST IN A STRAIGHT LINE 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY NO. 441.

LESS:

FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT–OF–WAY LINE OF STATE ROAD NO. 500, SAID POINT BEING THE POINT OF BEGINNING, RUN THENCE ALONG THE EASTERLY RIGHT–OF–WAY LINE OF SAID STATE ROAD NO. 500 AND THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST 4.93 FEET, NORTH 87°08'35" WEST 51.64 FEET, NORTH 0°38'35" WEST 325.46 FEET, THENCE LEAVING SAID RIGHT–OF–WAY LINE, RUN NORTH 88°54'30" EAST 260.21 FEET, THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 33, THENCE NORTH 88°47'30" WEST ALONG SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 210.83 FEET TO THE POINT OF BEGINNING.

LESS:

THE NORTH 281.56 FEET OF THE SOUTH 432.4 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.
LESS:
THE NORTH 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD NO. 500, LESS THE EAST 235.00 FEET THEREOF AND LESS THE WEST 261.65 FEET THEREOF.

LESS:

THE WEST 30 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. LESS THE SOUTH 150.84 FEET THEREOF.

LESS:

FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH 88°54'30" WEST ALONG THE NORTH LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 235 FEET; THENCE SOUTH 0°44'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 40 FEET FOR A POINT OF BEGINNING CONTINUE THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT THAT IS NORTH 88°54'30" EAST A DISTANCE OF 50 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 04°36'02" WEST 175 FEET, MORE OR LESS, TO THE, POINT OF TERMINUS.

ALSO TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING TRACTS OF LAND:

1) THE NORTH 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500; RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500, THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST, 4.93 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 0°38'35" WEST 325.46 FEET FOR A POINT OF BEGINNING; CONTINUE NORTH 0°38'35" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 333.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°54'30" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42"EAST 327.69 FEET TO A POINT ON A LINE HAVING A BEARING OF NORTH 89°44'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°44'00" WEST 260.21 FEET TO SAID POINT OF BEGINNING.

B) THENCE NORTH 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD NO. 500, LESS THE EAST 235.00 FEET THEREOF AND LESS THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SAID SECTION 33 RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 413.10 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD NO.500 FOR A POINT OF BEGINNING; THENCE RUN NORTH 0°38'35" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 665.78 FEET; MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTH 88°54'30" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42" EAST 327.69 FEET; THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE NORTH 88°47'30" WEST, 262.07 FEET TO THE POINT OF BEGINNING.

C) THE WEST 40 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 150.84 FEET THEREOF; ALSO AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 88°54'30" WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 235.00 FEET; THENCE SOUTH 0°44'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 40 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT THAT IS NORTH 88°54'30" WEST A DISTANCE OF 50.00 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 88°54'30" EAST IN A STRAIGHT LINE 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (EASEMENT):

TOGETHER WITH THOSE CERTAIN NON–EXCLUSIVE PERPETUAL EASEMENTS FROM OFFICIAL RECORDS BOOK 1361, PAGE 0393 , OFFICIAL RECORDS BOOK 1470, PAGE 75, AND OFFICIAL RECORDS BOOK 1778, PAGE 1249.

PARCEL 4 (FEE SIMPLE):

PARCEL C PERIMETER

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ALSO BEING THE CERTIFIED CORNER OF RECORD 075690, THENCE S 89°42'17" E, A DISTANCE OF 464.34 FEET, TO A POINT ON THE EAST RIGHT–OF–WAY LINE OF US HIGHWAY 441, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 01°56'43" E ALONG THE EAST RIGHT–OF–WAY LINE OF US HIGHWAY 441, A DISTANCE OF 4.93 FEET; THENCE N 88°03'22" W, A DISTANCE OF 51.64 FEET; THENCE N 01°33'22" W, A DISTANCE OF 50.45 FEET; THENCE N 88°48'26" E, A DISTANCE OF 221.65 FEET; THENCE N 00°30'43" W, A DISTANCE OF 274.97 FEET; THENCE S 88°49'13" W, A DISTANCE OF 227.58 FEET; THENCE N 01°43'03" W, A DISTANCE OF 334.55 FEET; THENCE S 89°51'04" E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 261.59 FEET; THENCE S 00°12'41" E, A DISTANCE OF 40.00 FEET; THENCE S 89°47'32" E, A DISTANCE OF 372.17 FEET; THENCE S 51°22'48" E, A DISTANCE OF 64.38 FEET; THENCE S 00°25'48" E, A DISTANCE OF 435.89 FEET; THENCE S 89°48'10" E, A DISTANCE OF 235.00 FEET; THENCE S 00°24'21" E, A DISTANCE OF 151.85 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, ; THENCE N 89°42'25" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, A DISTANCE OF 852.33 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (EASEMENT):

AND TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING TRACTS OF LAND:

A) THE NORTH 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500; RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500, THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST, 4.93 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 0°38'35" WEST 325.46 FEET FOR A POINT OF BEGINNING; CONTINUE NORTH 0°38'35" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 333.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°54'30" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42"EAST 327.69 FEET TO A POINT ON A LINE HAVING A BEARING OF NORTH 89°44'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°44'00" WEST 260.21 FEET TO SAID POINT OF BEGINNING.

B) THENCE NORTH 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD NO. 500, LESS THE EAST 235.00 FEET THEREOF AND LESS THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SAID SECTION 33 RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 413.10 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD NO.500 FOR A POINT OF BEGINNING; THENCE RUN NORTH 0°38'35" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 665.78 FEET; MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTH 88°54'30" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42" EAST 327.69 FEET; THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE NORTH 88°47'30" WEST, 262.07 FEET TO THE POINT OF BEGINNING.

C) THE WEST 40 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 150.84 FEET THEREOF; ALSO AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH 88°54'30" WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 235.00 FEET; THENCE SOUTH 0°44'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 40 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT THAT IS NORTH 88°54'30" WEST A DISTANCE OF 50.00 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 88°54'30" EAST IN A STRAIGHT LINE 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (EASEMENT):

TOGETHER WITH THOSE CERTAIN NON–EXCLUSIVE PERPETUAL EASEMENTS FROM OFFICIAL RECORDS BOOK 1361, PAGE 0393 , OFFICIAL RECORDS BOOK 1470, PAGE 75, AND OFFICIAL RECORDS BOOK 1778, PAGE 1249.

PARCEL 4 (FEE SIMPLE):

PARCEL C PERIMETER

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ALSO BEING THE CERTIFIED CORNER OF RECORD 075690, THENCE S 89°42'17" E, TO A POINT ON THE EAST RIGHT–OF–WAY LINE OF US HIGHWAY 441, A DISTANCE OF 464.34 FEET; THENCE N 01°56'43" E ALONG THE EAST RIGHT–OF–WAY LINE OF US HIGHWAY 441, A DISTANCE OF 4.93 FEET; THENCE N 88°03'22" W, A DISTANCE OF 51.64 FEET; THENCE N 01°43'03" W, A DISTANCE OF 660.02 FEET; THENCE N 89°48'27" W DEPARTING THE EAST RIGHT–OF–WAY LINE OF US HIGHWAY 441 AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 261.59 FEET, TO THE POINT OF BEGINNING; THENCE N 00°12'41" W TO A POINT ON THE SOUTH R/W LINE OF ROBIE AVENUE (COUNTY ROAD 4–378O), A DISTANCE OF 634.76 FEET; THENCE S 89°58'25" E ALONG THE SOUTH RIGHT–OF–WAY LINE OF THE AFOREMENTIONED RIGHT–OF–WAY, A DISTANCE OF 15.02 FEET; THENCE S 00°09'43" E DEPARTING SAID RIGHT–OF–WAY, A DISTANCE OF 451.05 FEET; THENCE S 89°41' 17" E, A DISTANCE OF 408.34 FEET; THENCE S 00°05'07" W, A DISTANCE OF 182.90 FEET; THENCE N 89°48'27" W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 422.02 FEET TO THE POINT OF BEGINNING.

PARCEL 5 (EASEMENT):

TOGETHER WITH THOSE CERTAIN NON–EXCLUSIVE PERPETUAL EASEMENTS FROM OFFICIAL RECORDS BOOK 1361, PAGE 0393 , OFFICIAL RECORDS BOOK 1470, PAGE 75, AND OFFICIAL RECORDS BOOK 1778, PAGE 1249.

LAND AREA: ±11.259 Acres OR ±490451.28 S.F. (as per survey)

General Notes

1. THERE IS DIRECT ACCESS TO THE PARCEL 4 VIA ROBIE AVENUE, AND DIRECT ACCESS TO PARCEL 1 VIA US HIGHWAY 441 BOTH A PUBLIC RIGHT OF WAY.

2. THE ADDRESS OF THE SITE IS 21901 US HIGHWAY 441, MOUNT DORA, FLORIDA 32757.

3. THE LOCATION OF UTILITIES SHOWN ON THE SURVEY ARE FROM OBSERVED EVIDENCE OR ABOVE GROUND APPURTENANCES ONLY.

4. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

5. AT THE TIME OF THIS SURVEY THERE WAS NO EVIDENCE OF ANY CHANGES IN THE STREET RIGHT–OF–WAY LINES, EITHER COMPLETED OR PROPOSED.

6. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE EVIDENCE THAT THE SUBJECT PROPERTY IS BEING USED AS A SOLID WASTE DUMP, SUMP, OR AS A SANITARY LANDFILL.

7. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERIES ON THE SUBJECT PROPERTY OBSERVED IN THE FIELD.

8. ALL FIELD MEASUREMENTS MATCHED RECORD DIMENSIONS WITHIN THE PRECISION REQUIREMENTS OF ALTA/NSPS SPECIFICATIONS UNLESS OTHERWISE SHOWN.

9. DURING THE PROCESS OF PROVIDING MATCH LINE SHEETS SOME OVERLAPPING IS UNAVOIDABLE IN ORDER TO KEEP THE SURVEY LEGIBLE.

10. NO OBSERVED PARTY WALLS AT TIME OF SURVEY.

11. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.

12. SURVEY IS CERTIFIED FOR THIS REAL ESTATE TRANSACTION ONLY AND NOT FOR FUTURE PURCHASES OR REAL ESTATE TRANSACTIONS OTHER THAN THOSE RELATED TO SALE OR TRANSFER OF THE NOTE EITHER BY PURCHASE OR OPERATION OF LAW TO THE SUCCESSORS AND/OR ASSIGNS AS IDENTIFIED IN THE CERTIFICATION.

13. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY. THIS SURVEY IS BASED ON LEGAL DESCRIPTIONS SUPPLIED BY THE TITLE COMPANY. EASEMENTS, BUILDING SETBACK LINES, ETC. SHOWN ARE AS IDENTIFIED IN THE TITLE COMMITMENT SUPPLIED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY UNDER COMMITMENT NO. 1291360 DATED JUNE 24, 2022 AT 11:00 PM.

14. PARCEL 4 FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITH THE ADJOINING PUBLIC RIGHT–OF–WAY AND/OR ADJOINING PARCELS WITH NO OVERLAPS, GAPS OR GORES.

15. PARCEL 1 FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITH THE ADJOINING PUBLIC RIGHT–OF–WAY AND/OR ADJOINING PARCELS WITH NO OVERLAPS, GAPS OR GORES.

16. THE FINDINGS AND OPINIONS OF TERMINUS SURVEYING, LLC REFLECTED HEREON ARE

SECTION 33 - TOWNSHIP 19 SOUTH - RANGE 27 EAST
LAKE LAKE COUNTY - FLORIDA

FCIR 5/8" STAMPED RAINEY
NE CORNER
LOT 11

S00° 19' 38"E 31.09'(C)
S02° 02' 56"E 31.14'(PER PB 29, PG 14)

NCFS
NE CORNER OF
THE SE 1/4 OF
SECTION 32-19-27
CALCULATED FROM
COBBLEHILL VILLAGE
(PB 29, PG 14) AND
DORSET OF MOUNT DORA PHASE 2
(PB 33, PG 13)

N00° 19' 38"W 65.71'(C)
N00° 37' 02"W 65.74'(PER PB 33, PG 13)

FIR 1/2"
SE CORNER
LOT 18

N00° 19' 38"W 2657.24'(C)

GRID NORTH

1" = 50'
GRAPHIC SCALE
0 25' 50' 100'

LINE DATA (NEW PERIMETER LEGAL DESCRIPTION):

L-A: S89° 58' 25"E 15.02'(PL&M)
L-B: N01° 56' 43"E 4.93'(PL&M)
L-C: N88° 03' 22"W 51.64'(PL&M)
L-D: N01° 33' 22"W 50.45'(PL&M)
L-E: S51° 22' 48"E 64.38'(PL&M)
L-F: S00° 12' 41"E 40.00'(PL&M)
L-G: S89° 47' 22"E 372.17'(PL&M)

LINE DATA (ORIGINAL LEGAL DESCRIPTION):

L-1: S89° 58' 25"E 15.02'(M) 15'(L)
L-2: N00° 12' 41"W 31.11'(C)
L-3: S00° 09' 43"E 31.08'(C)
L-4: S89° 47' 22"E 30.21'(C)
L-5: N88° 47' 30"W 40.06'(L)
L-6: N89° 44' 00"E 32.13'(L)
L-7: S0° 56' 26"E 338.64'(L)
L-8: N02° 51' 30"E 4.93'(L)
N01° 56' 43"E 4.93'(PL&M)
L-9: N87° 08' 35"W 51.64'(L)
N88° 03' 22"W 51.64'(PL&M)
L-10: N88° 47' 30"W 210.83'(L)
N89° 42' 17"W 209.11'(C)
L-11: N01° 33' 22"W 50.45'(PL&M)
L-12: S0° 44' 52"W 40'(L)
S00° 25' 48"W 40.00'(C)
L-13: S51° 22' 48"E 64.38'(PL&M)
L-14: S88° 54' 30"E 50'(L)
S89° 47' 22"E 50.00'(C)
L-15: N00° 24' 02"E 119.59'(L)
N00° 28' 42"W 120.34'(M)
L-16: N89° 06' 47"E 224.26'(L)
N88° 09' 29"E 224.26'(C)
L-17: S0° 57' 30"E 133.46'(L)
S02° 00' 25"E 133.48'(C)
L-18: S73° 46' 10"W 41.35'(L)
S73° 06' 55"W 41.50'(M)
L-19: S88° 51' 07"W 187.93'(L)
S87° 48' 55"W 188.01'(M)
L-20: N0° 24' 02"E 25.71'(L)
N00° 33' 59"W 25.06'(C)
L-21: S00° 12' 41"E 40.00'(PL&M) 40'(L)
L-22: S89° 47' 22"E 372.17'(PL&M)
L-23: S00° 09' 43"E 451.05'(PL&M)
L-24: N00° 12' 41"W 634.76'(PL&M)
L-25: N00° 12' 41"W 665.87'(C)(O/A)
L-26: S00° 05' 07"W 182.90'(PL&M)

Legend of Symbols & Abbreviations

AIR CONDITIONER
BACKFLOW PREVENTER
BENCHMARK
BOLLARD
CENTER LINE
CLEANOUT
COVERED AREA
DRAINAGE MANHOLE
ELECTRIC BOX
ELECTRIC/TELEPHONE CONNECTION
FIRE HYDRANT
GAS PUMP
GAS VALVE
GUY ANCHOR
GRATE INLET
HANDICAP PARKING
LID (METAL)
LIGHT POLE
MITERED END SECTION
MONITORING WELL
PAINT MARK
RECLAIMED WATER METER
RECLAIMED WATER VALVE
SEWER VALVE
SANITARY MANHOLE
SIGN
SPOT ELEVATION
STREET LIGHT BOX
TELEPHONE BOX
TRAFFIC SIGNAL BOX
TRANSFORMER
UTILITY POLE
UTILITY RISER
VERIZON BOX
WATER METER
WATER VALVE
WELL
YARD DRAIN
YARD LIGHT
NOT TO SCALE

GENERAL:
(C) CALCULATED
(F) FIELD
(L) LEGAL DESCRIPTION
(M) MEASURED
(P) PLAT
ASP ASPHALT
BC BUILDING CORNER
BWF BARBED-WIRE FENCE
CB CHORD BEARING
CCR CERTIFIED CORNER RECORD
CONC CONCRETE
CLF CHAIN LINK FENCE
COV COVERED
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
D/W DRIVEWAY
EOP EDGE OF PAVEMENT
EOW EDGE OF WATER
EL ELEVATION
EM ELECTRIC METER
FDG F-TYPE CURB & GUTTER
FCIP FOUND CAPPED IRON PIPE
FCIR FOUND CAPPED IRON ROD
FDOT FLORIDA DEPARTMENT
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
FFE FINISHED FLOOR ELEVATION
FIP FOUND IRON PIPE
FIR FOUND IRON ROD
FND FOUND NAIL & DISC
FPIP FOUND (PINCHED) IRON PIPE
FRRS FOUND RAILROAD SPIKE
FSC FOUND X-CUT IN CONCRETE
GFFE GARAGE FINISHED FLOOR ELEVATION
LE LICENSE
LB LICENSED BUSINESS
MES MITERED END SECTION
NCFS NO CORNER FOUND OR SET
O/A OVERALL
ORL OVERHEAD UTILITY LINE
ORB OFFICIAL RECORDS BOOK
PA PROPERTY APPRAISER
PB PLAT BOOK
PC POINT OF CURVATURE
PCP PERMANENT CONTROL POINT
PG PAGE
PLS PROFESSIONAL LAND SURVEYOR
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR AND MAPPER
PVCF VINYL FENCE
RLS REGISTERED LAND SURVEYOR
R/W RIGHT-OF-WAY
SCIR SET CAPPED IRON ROD (1/2" LB 8207
SF SQUARE FEET
SND SET NAIL & DISK (LB 8207)
S/W SIDEWALK
TBM TEMPORARY BENCHMARK
TOB TOP OF BANK
TOS TOE OF SLOPE
TYP TYPICAL
2T 2 TREES
UNK UNKNOWN
VLT VAULT
WC WITNESS CORNER
WF WOOD FENCE
ASL AS SURVEYED LEGAL
PERMANENT LEGAL
A/K/A ALSO KNOWN AS
CONCRETE

TREE LEGEND:
OAK
PINE
PALM
OTHER/ UNKNOWN

ROBIE AVENUE
COUNTY ROAD 4-3780(L)

±20' PUBLIC ASPHALT ROAD
APPROXIMATE CROWN OF ROAD
EDP
IN USE AS ROAD R/W PUBLIC ACCESS
FDOT 1/2" ILL
50' FRONT SETBACK LINE
APPROXIMATE EDV 8/18/23
PARCEL #33-19-27-0003-000-02600
OWNER: L FRB PROPERTIES LLLP
CHINABERRY TWN 13"
CHINABERRY 6"
OAK TWIN 16"
PALM 12"
PINE 11"
OAK TWIN 8"
OAK TWIN 17"
OAK 67"
CAMP 7"
OAK 18"
OAK 9"
CAMP TRP 6"
CAMP 5"
CAMP TWIN 9"
CAMP TWIN 5"
CAMP 6"
CAMP TWIN 8"
CAMP 12"
CAMP QUAD 13"
CAMP QUINT 18"
CAMP TWIN 10"
CAMP TWIN 14"
CAMP 14"
CAMP 8"
CAMP 18"
CAMP TWIN 11"
CAMP 9"
CAMP 4"
OAK 13"
OAK 24"
OAK QUAD 5"
OAK 44"
OAK 7"
OAK 10"
OAK 60"
OAK 11"
OAK TWIN 13"
PALM 13"
OAK TWIN 10"
EAR 4"
CHINABERRY 12"
CAMP 8"
PALM 18"
PALM 17"
OAK 15"
OAK 28"
OAK 29"
OAK 26"
OAK 34"
OAK 25"
PALM 12"
OAK 28"
PALM 12"
OAK 5"
OAK 18"
OAK 9"
OAK 10"
OAK 19"
OAK 42"
OAK 35"
OAK 20"
OAK TWIN 12"
OAK TWIN 14"
OAK 6"
OAK 15"
OAK 42"
OAK 38"
OAK 39"
OAK 40"
OAK 41"
OAK 43"
OAK 45"
OAK 46"
OAK 47"
OAK 48"
OAK 49"
OAK 50"
OAK 51"
OAK 52"
OAK 53"
OAK 54"
OAK 55"
OAK 56"
OAK 57"
OAK 58"
OAK 59"
OAK 60"
OAK 61"
OAK 62"
OAK 63"
OAK 64"
OAK 65"
OAK 66"
OAK 67"
OAK 68"
OAK 69"
OAK 70"
OAK 71"
OAK 72"
OAK 73"
OAK 74"
OAK 75"
OAK 76"
OAK 77"
OAK 78"
OAK 79"
OAK 80"
OAK 81"
OAK 82"
OAK 83"
OAK 84"
OAK 85"
OAK 86"
OAK 87"
OAK 88"
OAK 89"
OAK 90"
OAK 91"
OAK 92"
OAK 93"
OAK 94"
OAK 95"
OAK 96"
OAK 97"
OAK 98"
OAK 99"
OAK 100"
OAK 101"
OAK 102"
OAK 103"
OAK 104"
OAK 105"
OAK 106"
OAK 107"
OAK 108"
OAK 109"
OAK 110"
OAK 111"
OAK 112"
OAK 113"
OAK 114"
OAK 115"
OAK 116"
OAK 117"
OAK 118"
OAK 119"
OAK 120"
OAK 121"
OAK 122"
OAK 123"
OAK 124"
OAK 125"
OAK 126"
OAK 127"
OAK 128"
OAK 129"
OAK 130"
OAK 131"
OAK 132"
OAK 133"
OAK 134"
OAK 135"
OAK 136"
OAK 137"
OAK 138"
OAK 139"
OAK 140"
OAK 141"
OAK 142"
OAK 143"
OAK 144"
OAK 145"
OAK 146"
OAK 147"
OAK 148"
OAK 149"
OAK 150"
OAK 151"
OAK 152"
OAK 153"
OAK 154"
OAK 155"
OAK 156"
OAK 157"
OAK 158"
OAK 159"
OAK 160"
OAK 161"
OAK 162"
OAK 163"
OAK 164"
OAK 165"
OAK 166"
OAK 167"
OAK 168"
OAK 169"
OAK 170"
OAK 171"
OAK 172"
OAK 173"
OAK 174"
OAK 175"
OAK 176"
OAK 177"
OAK 178"
OAK 179"
OAK 180"
OAK 181"
OAK 182"
OAK 183"
OAK 184"
OAK 185"
OAK 186"
OAK 187"
OAK 188"
OAK 189"
OAK 190"
OAK 191"
OAK 192"
OAK 193"
OAK 194"
OAK 195"
OAK 196"
OAK 197"
OAK 198"
OAK 199"
OAK 200"
OAK 201"
OAK 202"
OAK 203"
OAK 204"
OAK 205"
OAK 206"
OAK 207"
OAK 208"
OAK 209"
OAK 210"
OAK 211"
OAK 212"
OAK 213"
OAK 214"
OAK 215"
OAK 216"
OAK 217"
OAK 218"
OAK 219"
OAK 220"
OAK 221"
OAK 222"
OAK 223"
OAK 224"
OAK 225"
OAK 226"
OAK 227"
OAK 228"
OAK 229"
OAK 230"
OAK 231"
OAK 232"
OAK 233"
OAK 234"
OAK 235"
OAK 236"
OAK 237"
OAK 238"
OAK 239"
OAK 240"
OAK 241"
OAK 242"
OAK 243"
OAK 244"
OAK 245"
OAK 246"
OAK 247"
OAK 248"
OAK 249"
OAK 250"
OAK 251"
OAK 252"
OAK 253"
OAK 254"
OAK 255"
OAK 256"
OAK 257"
OAK 258"
OAK 259"
OAK 260"
OAK 261"
OAK 262"
OAK 263"
OAK 264"
OAK 265"
OAK 266"
OAK 267"
OAK 268"
OAK 269"
OAK 270"
OAK 271"
OAK 272"
OAK 273"
OAK 274"
OAK 275"
OAK 276"
OAK 277"
OAK 278"
OAK 279"
OAK 280"
OAK 281"
OAK 282"
OAK 283"
OAK 284"
OAK 285"
OAK 286"
OAK 287"
OAK 288"
OAK 289"
OAK 290"
OAK 291"
OAK 292"
OAK 293"
OAK 294"
OAK 295"
OAK 296"
OAK 297"
OAK 298"
OAK 299"
OAK 300"
OAK 301"
OAK 302"
OAK 303"
OAK 304"
OAK 305"
OAK 306"
OAK 307"
OAK 308"
OAK 309"
OAK 310"
OAK 311"
OAK 312"
OAK 313"
OAK 314"
OAK 315"
OAK 316"
OAK 317"
OAK 318"
OAK 319"
OAK 320"
OAK 321"
OAK 322"
OAK 323"
OAK 324"
OAK 325"
OAK 326"
OAK 327"
OAK 328"
OAK 329"
OAK 330"
OAK 331"
OAK 332"
OAK 333"
OAK 334"
OAK 335"
OAK 336"
OAK 337"
OAK 338"
OAK 339"
OAK 340"
OAK 341"
OAK 342"
OAK 343"
OAK 344"
OAK 345"
OAK 346"
OAK 347"
OAK 348"
OAK 349"
OAK 350"
OAK 351"
OAK 352"
OAK 353"
OAK 354"
OAK 355"
OAK 356"
OAK 357"
OAK 358"
OAK 359"
OAK 360"
OAK 361"
OAK 362"
OAK 363"
OAK 364"
OAK 365"
OAK 366"
OAK 367"
OAK 368"
OAK 369"
OAK 370"
OAK 371"
OAK 372"
OAK 373"
OAK 374"
OAK 375"
OAK 376"
OAK 377"
OAK 378"
OAK 379"
OAK 380"
OAK 381"
OAK 382"
OAK 383"
OAK 384"
OAK 385"
OAK 386"
OAK 387"
OAK 388"
OAK 389"
OAK 390"
OAK 391"
OAK 392"
OAK 393"
OAK 394"
OAK 395"
OAK 396"
OAK 397"
OAK 398"
OAK 399"
OAK 400"
OAK 401"
OAK 402"
OAK 403"
OAK 404"
OAK 405"
OAK 406"
OAK 407"
OAK 408"
OAK 409"
OAK 410"
OAK 411"
OAK 412"
OAK 413"
OAK 414"
OAK 415"
OAK 416"
OAK 417"
OAK 418"
OAK 419"
OAK 420"
OAK 421"
OAK 422"
OAK 423"
OAK 424"
OAK 425"
OAK 426"
OAK 427"
OAK 428"
OAK 429"
OAK 430"
OAK 431"
OAK 432"
OAK 433"
OAK 434"
OAK 435"
OAK 436"
OAK 437"
OAK 438"
OAK 439"
OAK 440"
OAK 441"
OAK 442"
OAK 443"
OAK 444"
OAK 445"
OAK 446"
OAK 447"
OAK 448"
OAK 449"
OAK 450"
OAK 451"
OAK 452"
OAK 453"
OAK 454"
OAK 455"
OAK 456"
OAK 457"
OAK 458"
OAK 459"
OAK 460"
OAK 461"
OAK 462"
OAK 463"
OAK 464"
OAK 465"
OAK 466"
OAK 467"
OAK 468"
OAK 469"
OAK 470"
OAK 471"
OAK 472"
OAK 473"
OAK 474"
OAK 475"
OAK 476"
OAK 477"
OAK 478"
OAK 479"
OAK 480"
OAK 481"
OAK 482"
OAK 483"
OAK 484"
OAK 485"
OAK 486"
OAK 487"
OAK 488"
OAK 489"
OAK 490"
OAK 491"
OAK 492"
OAK 493"
OAK 494"
OAK 495"
OAK 496"
OAK 497"
OAK 498"
OAK 499"
OAK 500"
OAK 501"
OAK 502"
OAK 503"
OAK 504"
OAK 505"
OAK 506"
OAK 507"
OAK 508"
OAK 509"
OAK 510"
OAK 511"
OAK 512"
OAK 513"
OAK 514"
OAK 515"
OAK 516"
OAK 517"
OAK 518"
OAK 519"
OAK 520"
OAK 521"
OAK 522"
OAK 523"
OAK 524"
OAK 525"
OAK 526"
OAK 527"
OAK 528"
OAK 529"
OAK 530"
OAK 531"
OAK 532"
OAK 533"
OAK 534"
OAK 535"
OAK 536"
OAK 537"
OAK 538"
OAK 539"
OAK 540"
OAK 541"
OAK 542"
OAK 543"
OAK 544"
OAK 545"
OAK 546"
OAK 547"
OAK 548"
OAK 549"
OAK 550"
OAK 551"
OAK 552"
OAK 553"
OAK 554"
OAK 555"
OAK 556"
OAK 557"
OAK 558"
OAK 559"
OAK 560"
OAK 561"
OAK 562"
OAK 563"
OAK 564"
OAK 565"
OAK 566"
OAK 567"
OAK 568"
OAK 569"
OAK 570"
OAK 571"
OAK 572"
OAK 573"
OAK 574"
OAK 575"
OAK 576"
OAK 577"
OAK 578"
OAK 579"
OAK 580"
OAK 581"
OAK 582"
OAK 583"
OAK 584"
OAK 585"
OAK 586"
OAK 587"
OAK 588"
OAK 589"
OAK 590"
OAK 591"
OAK 592"
OAK 593"
OAK 594"
OAK 595"
OAK 596"
OAK 597"
OAK 598"
OAK 599"
OAK 600"
OAK 601"
OAK 602"
OAK 603"
OAK 604"
OAK 605"
OAK 606"
OAK 607"
OAK 608"
OAK 609"
OAK 610"
OAK 611"
OAK 612"
OAK 613"
OAK 614"
OAK 615"
OAK 616"
OAK 617"
OAK 618"
OAK 619"
OAK 620"
OAK 621"
OAK 622"
OAK 623"
OAK 624"
OAK 625"
OAK 626"
OAK 627"
OAK 628"
OAK 629"
OAK 630"
OAK 631"
OAK 632"
OAK 633"
OAK 634"
OAK 635"
OAK 636"
OAK 637"
OAK 638"
OAK 639"
OAK 640"
OAK 641"
OAK 642"
OAK 643"
OAK 644"
OAK 645"
OAK 646"
OAK 647"
OAK 648"
OAK 649"
OAK 650"
OAK 651"
OAK 652"
OAK 653"
OAK 654"
OAK 655"
OAK 656"
OAK 657"
OAK 658"
OAK 659"
OAK 660"
OAK 661"
OAK 662"
OAK 663"
OAK 664"
OAK 665"
OAK 666"
OAK 667"
OAK 668"
OAK 669"
OAK 670"
OAK 671"
OAK 672"
OAK 673"
OAK 674"
OAK 675"
OAK 676"
OAK 677"
OAK 678"
OAK 679"
OAK 680"
OAK 681"
OAK 682"
OAK 683"
OAK 684"
OAK 685"
OAK 686"
OAK 687"
OAK 688"
OAK 689"
OAK 690"
OAK 691"
OAK 692"
OAK 693"
OAK 694"
OAK 695"
OAK 696"
OAK 697"
OAK 698"
OAK 699"
OAK 700"
OAK 701"
OAK 702"
OAK 703"
OAK 704"
OAK 705"
OAK 706"
OAK 707"
OAK 708"
OAK 709"
OAK 710"
OAK 711"
OAK 712"
OAK 713"
OAK 714"
OAK 715"
OAK 716"
OAK 717"
OAK 718"
OAK 719"
OAK 720"
OAK 721"
OAK 722"
OAK 723"
OAK 724"
OAK 725"
OAK 726"
OAK 727"
OAK 728"
OAK 729"
OAK 730"
OAK 731"
OAK 732"
OAK 733"
OAK 734"
OAK 735"
OAK 736"
OAK 737"
OAK 738"
OAK 739"
OAK 740"
OAK 741"
OAK 742"
OAK 743"
OAK 744"
OAK 745"
OAK 746"
OAK 747"
OAK 748"
OAK 749"
OAK 750"
OAK 751"
OAK 752"
OAK 753"
OAK 754"
OAK 755"
OAK 756"
OAK 757"
OAK 758"
OAK 759"
OAK 760"
OAK 761"
OAK 762"
OAK 763"
OAK 764"
OAK 765"
OAK 766"
OAK 767"
OAK 768"
OAK 769"
OAK 770"
OAK 771"
OAK 772"
OAK 773"
OAK 774"
OAK 775"
OAK 776"
OAK 777"
OAK 778"
OAK 779"
OAK 780"
OAK 781"
OAK 782"
OAK 783"
OAK 784"
OAK 785"
OAK 786"
OAK 787"
OAK 788"
OAK 789"
OAK 790"
OAK 791"
OAK 792"
OAK 793"
OAK 794"
OAK 795"
OAK 796"
OAK 797"
OAK 798"
OAK 799"
OAK 800"
OAK 801"
OAK 802"
OAK 803"
OAK 804"
OAK 805"
OAK 806"
OAK 807"
OAK 808"
OAK 809"
OAK 810"
OAK 811"
OAK 812"
OAK 813"
OAK 814"
OAK 815"
OAK 816"
OAK 817"
OAK 818"
OAK 819"
OAK 820"
OAK 821"
OAK 822"
OAK 823"
OAK 824"
OAK 825"
OAK 826"
OAK 827"
OAK 828"
OAK 829"
OAK 830"
OAK 831"
OAK 832"
OAK 833"
OAK 834"
OAK 835"
OAK 836"
OAK 837"
OAK 838"
OAK 839"
OAK 840"
OAK 841"
OAK 842"
OAK 843"
OAK 844"
OAK 845"
OAK 846"
OAK 847"
OAK 848"
OAK 849"
OAK 850"
OAK 851"
OAK 852"
OAK 853"
OAK 854"
OAK 855"
OAK 856"
OAK 857"
OAK 858"
OAK 859"
OAK 860"
OAK 861"
OAK 862"
OAK 863"
OAK 864"
OAK 865"
OAK 866"
OAK 867"
OAK 868"
OAK 869"
OAK 870"
OAK 871"
OAK 872"
OAK 873"
OAK 874"
OAK 875"
OAK 876"
OAK 877"
OAK 878"
OAK 879"
OAK 880"
OAK 881"
OAK 882"
OAK 883"
OAK 884"
OAK 885"
OAK 886"
OAK 887"
OAK 888"
OAK 889"
OAK 890"
OAK 891"
OAK 892"
OAK 893"
OAK 894"
OAK 895"
OAK 896"
OAK 897"
OAK 898"
OAK 899"
OAK 900"
OAK 901"
OAK 902"
OAK 903"
OAK 904"
OAK 905"
OAK 906"
OAK 907"
OAK 908"
OAK 909"
OAK 910"
OAK 911"
OAK 912"
OAK 913"
OAK 914"
OAK 915"
OAK 916"
OAK 917"
OAK 918"
OAK 919"
OAK 920"
OAK 921"
OAK 922"
OAK 923"
OAK 924"
OAK 925"
OAK 926"
OAK 927"
OAK 928"
OAK 929"
OAK 930"
OAK 931"
OAK 932"
OAK 933"
OAK 934"
OAK 935"
OAK 936"
OAK 937"
OAK 938"
OAK 939"
OAK 940"
OAK 941"
OAK 942"
OAK 943"
OAK 944"
OAK 945"
OAK 946"
OAK 947"
OAK 948"
OAK 949"
OAK 950"
OAK 951"
OAK 952"
OAK 953"
OAK 954"
OAK 955"
OAK 956"
OAK 957"
OAK 958"
OAK 959"
OAK 960"
OAK 961"
OAK 962"
OAK 963"
OAK 964"
OAK 965"
OAK 966"
OAK 967"
OAK 968"
OAK 969"
OAK 970"
OAK 971"
OAK 972"
OAK 973"
OAK 974"
OAK 975"
OAK 976"
OAK 977"
OAK 978"
OAK 979"
OAK 980"
OAK 981"
OAK 982"
OAK 983"
OAK 984"
OAK 985"
OAK 986"
OAK 987"
OAK 988"
OAK 989"
OAK 990"
OAK 991"
OAK 992"
OAK 993"
OAK 994"
OAK 995"
OAK 996"
OAK 997"
OAK 998"
OAK 999"
OAK 1000"

S89° 52' 11"E 661.19'(M)(O/A)
NCFS
30.48'(C)
FCM 4"X4" ILL
S89° 52' 11"E 234.58'(C) 235'(L)
FIP 3/4"
LESS THE NORTH 297' (SHOULD BE 149') (L)
S00° 04' 31"W 483.42'(M) 480.96'(L)
S00° 04' 31"W 696.72'(C)(O/A)
S00° 01' 23"W 666.57'(M)
LESS THE EAST 235.00'(L)
PARCEL #33-19-27-0003-000-03000
OWNER: ARNOLD BETTY J ET AL
FLOOD ZONE "X"
S89° 41' 17"E 408.34'(PL&M)
FCM 4"X4" ILL
0.4' WEST OF BOUNDARY LINE
(SHOWN FOR REFERENCE)
DV OHANG
SETBACK LINE
PARCEL C A/K/A PARCEL SOUTH 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 33-19-27
PARCEL #33-19-27-0003-000-04100
OWNER: LAKE COUNTY
S89° 48' 27"E 918.83'(M)
FLOOD ZONE "A"
PARCEL #33-19-27-0003-000-03400
OWNER: HARPER BILLY D
PARCEL #33-19-27-0003-000-03300
OWNER: LANIUS LOIS A
NORTH LINE OF THE SOUTH 1/2 OF THE SW 1/4 OF THE SW 1/4 SECTION 33-19-27(L)
S89° 51' 04"E 261.59'(PL&M)
S88° 54' 30"E 261.65'(L)
PARCEL #33-19-27-0003-000-05900
OWNER: MLDWA LLC
ALSO LESS OUT OF PARCEL 5
PARCEL 5 INGRESS/EGRESS EASEMENT (3CL) B-II-20, DRB 1470, PG 75
B-II-22, DRB 1778, PG 1249
LESS OUT OF PARCEL 5
B-II-20, DRB 1470, PG 75
B-II-22, DRB 1778, PG 1249
B-II-22, DRB 1778, PG 1249
±10' GRAVEL ROAD
S89° 47' 22"E 657.24'(M)(O/A)
N89° 48' 07"W 622.02'(PL&M)
FCM 4"X4" ILL
ROUND NO TD
ASPHALT
PUBLIC ACCESS ASPHALT APRON
PARCEL 1 INGRESS/EGRESS EASEMENT (3CL) B-II-20, DRB 1470, PG 75 B-II-22, DRB 1778, PG 1249
B-II-22, DRB 1778, PG 1249
B-II-01, DRB 2483, PG 2054
SEND EP B-II-16
POINT OF TERMINATION INGRESS/EGRESS EASEMENT
SCIR
ASSD FCIR 1/2" LB 7061
S89° 47' 22"E 235.22'(C) 235'(L)
N89° 54' 30"W 235'(L)
SOUTH 3.00'
NORTH LINE OF THE SE 1/4 OF THE SW 1/4 OF THE SW 1/4(L)
LESS OUT OF PARCEL B
POB D INGRESS/EGRESS EASEMENT
PARCEL #33-19-27-0003-000-04900
OWNER: HARRIS MINI-STORAGE INC
205'(L)
60'(L)
FCIR 5/8" ILL
POC LESS OUT PARCEL B
NE CORNER OF THE SE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 33-19-27(L)
ELECTRIC METER
STORAGE BUILDING
BUILDING HEIGHT: ±10.1'
FFE= 75.08'
FFE= 71.15'
BUILDING HEIGHT: ±10.0'
BUILDING HEIGHT: ±9.2'
STORAGE BUILDING AREA: ±4204.59 S.F.
FFE= 75.09'
STORAGE BUILDING AREA: ±5380.73 S.F.
FFE= 69.91'
BUILDING HEIGHT: ±8.5'
STORAGE BUILDING
EL 67.75'
TBM3 SET NAIL
PARCEL 2, 3 & 5
40' INGRESS/EGRESS EASEMENT (3CL)
B-II-20, DRB 1470, PG 75
B-II-22, DRB 1778, PG 1249
PARCEL B
LESS OUT OF PARCEL B
PARCEL # 33-19-27-0003-000-06000
OWNER: HARRIS MINI-STORAGE INC
GRAVEL
FLOOD ZONE "A"
L-22
L-26
L-23
L-24
L-25
L-21
L-20
L-19
L-18
L-17
L-16
L-15
L-14
L-13
L-12
L-11
L-10
L-9
L-8
L-7
L-6
L-5
L-4
L-3
L-2
L-1
MATCH LINE A

ALTA\NSPS LAND TITLE SURVEY

PREPARED BY:

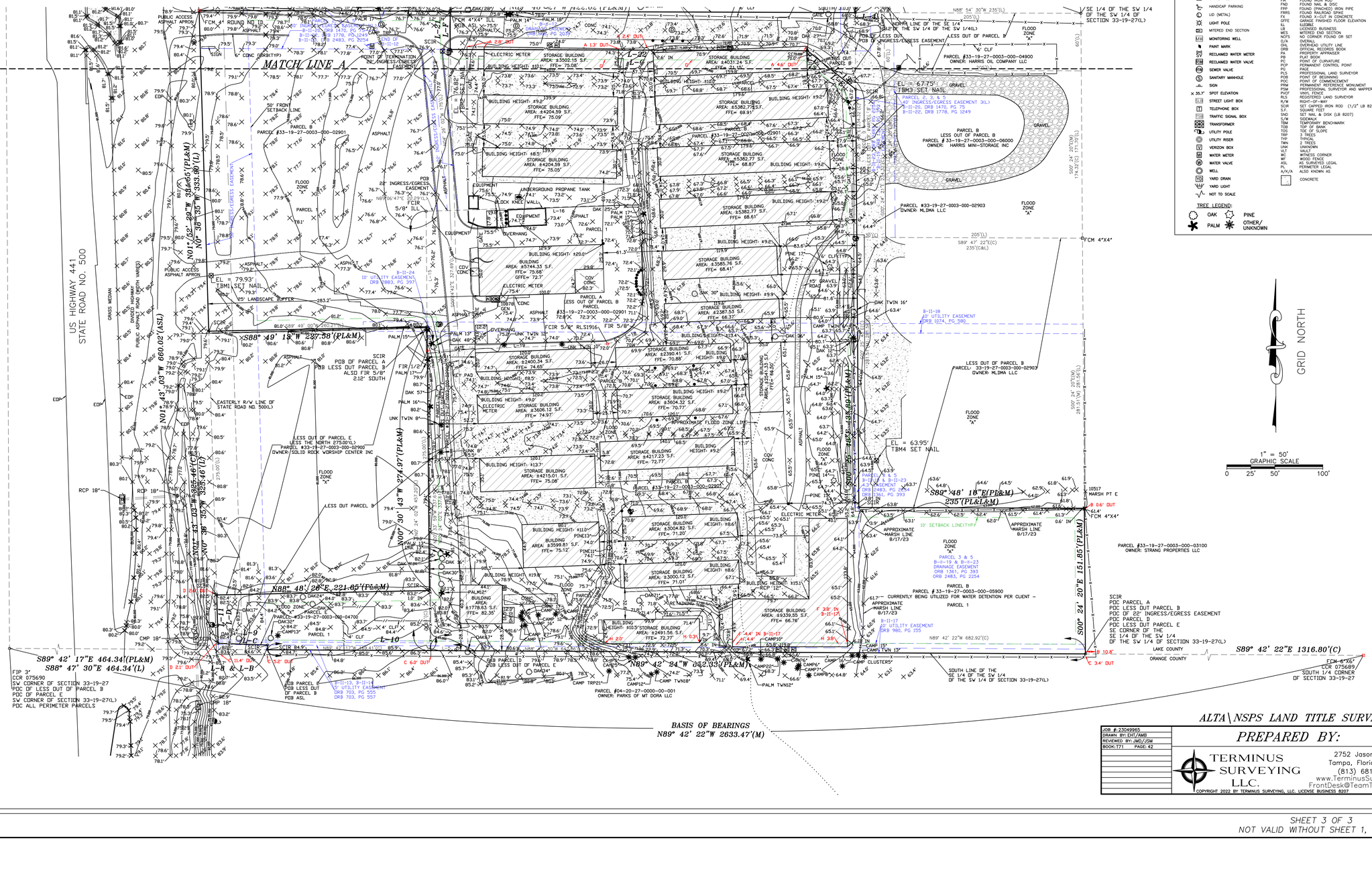
TERMINUS SURVEYING LLC.
2752 Jason Street
Tampa, Florida 33619
(813) 681-4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com

JOB #:23049965
DRAWN BY:EHT/AMB
REVIEWED BY: JMD/JSM
BOOK:171 PAGE: 42

COPYRIGHT 2022 BY TERMINUS SURVEYING, LLC. LICENSE BUSINESS #207

SHEET 2 OF 3
NOT VALID WITHOUT SHEET 1, & 3 OF 3

SECTION 33 - TOWNSHIP 19 SOUTH - RANGE 27 EAST
LAKE COUNTY - FLORIDA



Legend of Symbols & Abbreviations

AC AIR CONDITIONER
BFP BACKFLOW PREVENTER
BENCHMARK
BOLLARD
CENTER LINE
CO CLEANOUT
COVERED AREA
DRAINAGE MANHOLE
ELECTRIC BOX
FDC FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
GAS PUMP
GV GAS VALVE
GUY ANCHOR
GRATE INLET
HANDICAP PARKING
LID (METAL)
LIGHT POLE
MES MITERED END SECTION
MW MONITORING WELL
PAINT MARK
RWM RECLAIMED WATER METER
RWV RECLAIMED WATER VALVE
SEWER VALVE
SANITARY MANHOLE
SIGN
x 35.7' SPOT ELEVATION
STREET LIGHT BOX
TELEPHONE BOX
TRAFFIC SIGNAL BOX
TRANSFORMER
UTILITY POLE
UTILITY RISER
VERIZON BOX
WATER METER
WATER VALVE
WELL
YD YARD DRAIN
YARD LIGHT
NOT TO SCALE

GENERAL:
(C) CALCULATED
(F) FIELD
(L) LEGAL DESCRIPTION
(M) MEASURED
(P) PLAT
ASP ASPHALT
BC BUILDING CORNER
BWF BARBED-WIRE FENCE
CB CHORD BEARING
CCR CERTIFIED CORNER RECORD
CONC CONCRETE
CLF CHAIN LINK FENCE
COV COVERED
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
EOP EDGE OF PAVEMENT
EOW EDGE OF WATER
EL ELEVATION
EM ELECTRIC METER
FCS F-TYPE CURB & GUTTER
FCIP FOUND CAPPED IRON PIPE
FCIR FOUND CAPPED IRON ROD
FCM FOUND CONCRETE MONUMENT
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
FFE FINISHED FLOOR ELEVATION
FIP FOUND IRON PIPE
FIR FOUND IRON ROD
FND FOUND NAIL & DISC
FPIP FOUND PINCHED IRON PIPE
FRRS FOUND RAILROAD SPIKE
FX FOUND X-CUT IN CONCRETE
GFFE GARAGE FINISHED FLOOR ELEVATION
ILL ILLEGIBLE
LB LICENSED BUSINESS
MES MITERED END SECTION
N&D NAIL & DISK FOUND OR SET
O/A OVERALL
OHL OVERHEAD UTILITY LINE
ORB OFFICIAL RECORDS BOOK
PA PROPERTY APPRAISER
PB PLAT BOOK
PC POINT OF CURVATURE
PCP PERMANENT CONTROL POINT
PG PAGE
PLS PROFESSIONAL LAND SURVEYOR
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR AND MAPPER
RAD RADIUS
RLS REGISTERED LAND SURVEYOR
R/W RIGHT-OF-WAY
SCIR SET CAPPED IRON ROD (1/2" LB 8207
S.F. SQUARE FEET
SND SET NAIL & DISK (LB 8207)
S/W SIDEWALK
TBM TEMPORARY BENCHMARK
TOB TOP OF BANK
TOE TOE OF SLOPE
TRP 2 TREES
TYP TYPICAL
TWN 2 TREES
UNK UNKNOWN
VLT VAULT
WC WITNESS CORNER
WM WATER METER
ASL AS SURVEYED LEGAL
PL PERIMETER LEGAL
A/K/A ALSO KNOWN AS
CONCRETE

TREE LEGEND:
OAK PINE
PALM OTHER/ UNKNOWN

ALTA\NSPS LAND TITLE SURVEY

JOB #:23049965
DRAWN BY: EHT/AMB
REVIEWED BY: JMD/JSM
BOOK:171 PAGE: 42

PREPARED BY:

TERMINUS SURVEYING LLC.
2752 Jason Street
Tampa, Florida 33619
(813) 681-4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com

COPYRIGHT 2022 BY TERMINUS SURVEYING, LLC. LICENSE BUSINESS 8207

SHEET 3 OF 3
NOT VALID WITHOUT SHEET 1, 2 OF 3

PROPERTY RECORD CARD

General Information

Name:	SAF NOB US 441 LLC	**Alternate Key:**	2921757
Mailing Address:	9718 CHESTNUT RIDGE DR WINDERMERE, FL 34786 *Update Mailing Address*	**Parcel Number:**	33-19-27-0003-000-02902
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	US HWY 441 MOUNT DORA FL, 32757	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	FROM SE COR OF SE 1/4 OF SW 1/4 OF SW 1/4, RUN N 88-47-30 W 682.92 FT FOR POB, RUN N 0-24-02 E 337.61 FT, N 89-44-0 E 32.13 FT, S 0-56-26 E 338.64 FT TO S LINE OF SEC, N 88-47-30 W TO POB ORB 5951 PG 236 ORB 6013 PG 1633		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		0.310	Acre	$0.00	$20,631.00

Click here for Zoning Info Map **FEMA Flood**

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5951 / 236	04/2022	Warranty Deed	Qualified	Vacant	$10,280,000.00
6013 / 1633	04/2022	Warranty Deed	Unqualified	Vacant	$0.00
2551 / 1246	04/2004	Quit Claim Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$20,631	$20,631	$20,631	5.0364	$103.91
SCHOOL BOARD STATE	$20,631	$20,631	$20,631	3.2080	$66.18
SCHOOL BOARD LOCAL	$20,631	$20,631	$20,631	2.9980	$61.85
LAKE COUNTY WATER AUTHORITY	$20,631	$20,631	$20,631	0.2940	$6.07
NORTH LAKE HOSPITAL DIST	$20,631	$20,631	$20,631	0.1500	$3.09
ST JOHNS RIVER FL WATER MGMT DIST	$20,631	$20,631	$20,631	0.1793	$3.70
LAKE COUNTY MSTU STORMWATER	$20,631	$20,631	$20,631	0.4957	$10.23
LAKE COUNTY MSTU AMBULANCE	$20,631	$20,631	$20,631	0.4629	$9.55
LAKE COUNTY VOTED DEBT SERVICE	$20,631	$20,631	$20,631	0.0918	$1.89
LAKE COUNTY MSTU FIRE	$20,631	$20,631	$20,631	0.5138	$10.60
				Total: 13.4299	**Total:** $277.07

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	*Learn More*	*View the Law*
Additional Homestead Exemption (up to an additional $25,000)	*Learn More*	*View the Law*
Limited Income Senior Exemption (applied to county millage - up to $50,000)	*Learn More*	*View the Law*
Limited Income Senior Exemption (applied to city millage - up to $25,000)	*Learn More*	*View the Law*
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	*Learn More*	*View the Law*
Widow / Widower Exemption (up to $5,000)	*Learn More*	*View the Law*
Blind Exemption (up to $500)	*Learn More*	*View the Law*
Disability Exemption (up to $5,000)	*Learn More*	*View the Law*
Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
Veteran's Disability Exemption ($5,000)	*Learn More*	*View the Law*
Veteran's Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
Veteran's Combat Related Disability Exemption (amount varies)	*Learn More*	*View the Law*
Deployed Servicemember Exemption (amount varies)	*Learn More*	*View the Law*
First Responder Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
Surviving Spouse of First Responder Exemption (amount varies)	*Learn More*	*View the Law*
Conservation Exemption (amount varies)	*Learn More*	*View the Law*
Tangible Personal Property Exemption (up to $25,000)	*Learn More*	*View the Law*
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	*Learn More*	*View the Law*
Economic Development Exemption	*Learn More*	*View the Law*
Government Exemption (amount varies)	*Learn More*	*View the Law*

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	SAF NOB US 441 LLC	**Alternate Key:**	3353421
Mailing Address:	9718 CHESTNUT RIDGE DR WINDERMERE, FL 34786 *Update Mailing Address*	**Parcel Number:**	33-19-27-0003-000-04700
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	US HWY 441 MOUNT DORA FL, 32757	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	FROM SW COR OF SEC RUN S 88-47-30 E ALONG S LINE OF SAID SEC TO A PT ON E'LY R/W LINE OF SR 500 FOR POB, RUN ALONG E'LY R/W LINE OF SAID SR 500 THE FOLLOWINNG COURSES & DISTANCES: N 02-51-30 E 4.93 FT, N 87-08-35 W 51.64 FT, N 0-38-35 W 325.46 FT, LEAVING SAID RW LINE RUN N 89-44-0 E 228.08 FT, S 0-24-02 E 337.61 FT TO A PT ON S LINE OF SEC, N 87-47-30 W ALONG SAID S LINE A DIST OF 170.77 FT TO POB--LESS N 275 FT-- ORB 5951 PG 236 ORB 6013 PG 1633		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		13500.000	Square Feet	$0.00	$19,765.00

Click here for Zoning Info **FEMA Flood Map**

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5951 / 236	04/2022	Warranty Deed	Qualified	Vacant	$10,280,000.00
6013 / 1633	04/2022	Warranty Deed	Unqualified	Vacant	$0.00
4211 / 2299	08/2012	Trustees Deed	Unqualified	Vacant	$100.00
1129 / 835	10/1991	Warranty Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$19,765	$19,765	$19,765	5.0364	$99.54
SCHOOL BOARD STATE	$19,765	$19,765	$19,765	3.2080	$63.41
SCHOOL BOARD LOCAL	$19,765	$19,765	$19,765	2.9980	$59.26
LAKE COUNTY WATER AUTHORITY	$19,765	$19,765	$19,765	0.2940	$5.81
NORTH LAKE HOSPITAL DIST	$19,765	$19,765	$19,765	0.1500	$2.96
ST JOHNS RIVER FL WATER MGMT DIST	$19,765	$19,765	$19,765	0.1793	$3.54
LAKE COUNTY MSTU STORMWATER	$19,765	$19,765	$19,765	0.4957	$9.80
LAKE COUNTY MSTU AMBULANCE	$19,765	$19,765	$19,765	0.4629	$9.15
LAKE COUNTY VOTED DEBT SERVICE	$19,765	$19,765	$19,765	0.0918	$1.81
LAKE COUNTY MSTU FIRE	$19,765	$19,765	$19,765	0.5138	$10.16
				Total: 13.4299	**Total:** $265.44

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to $5,000)	Learn More	View the Law
Blind Exemption (up to $500)	Learn More	View the Law
Disability Exemption (up to $5,000)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption ($5,000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	SAF NOB US 441 LLC	**Alternate Key:**	3853683
Mailing Address:	9718 CHESTNUT RIDGE DR WINDERMERE, FL 34786 *Update Mailing Address*	**Parcel Number:**	33-19-27-0003-000-05900
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	US HWY 441 MOUNT DORA FL, 32757	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	S 150.84 FT OF E 235 FT OF S 1/2 OF SW 1/4 OF SW 1/4 ORB 5951 PG 236 ORB 6013 PG 1633		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		0.810	Acre	$0.00	$9,801.00

Click here for Zoning Info Map **FEMA Flood**

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5951 / 236	04/2022	Warranty Deed	Qualified	Vacant	$10,280,000.00
6013 / 1633	04/2022	Warranty Deed	Unqualified	Vacant	$0.00
3932 / 2375	03/1999	Warranty Deed	Unqualified	Vacant	$100.00
1697 / 1	03/1999	Warranty Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$9,801	$9,801	$9,801	5.0364	$49.36
SCHOOL BOARD STATE	$9,801	$9,801	$9,801	3.2080	$31.44
SCHOOL BOARD LOCAL	$9,801	$9,801	$9,801	2.9980	$29.38
LAKE COUNTY WATER AUTHORITY	$9,801	$9,801	$9,801	0.2940	$2.88
NORTH LAKE HOSPITAL DIST	$9,801	$9,801	$9,801	0.1500	$1.47
ST JOHNS RIVER FL WATER MGMT DIST	$9,801	$9,801	$9,801	0.1793	$1.76
LAKE COUNTY MSTU STORMWATER	$9,801	$9,801	$9,801	0.4957	$4.86
LAKE COUNTY MSTU AMBULANCE	$9,801	$9,801	$9,801	0.4629	$4.54
LAKE COUNTY VOTED DEBT SERVICE	$9,801	$9,801	$9,801	0.0918	$0.90
LAKE COUNTY MSTU FIRE	$9,801	$9,801	$9,801	0.5138	$5.04
				Total: 13.4299	**Total:** $131.63

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to $5,000)	Learn More	View the Law
Blind Exemption (up to $500)	Learn More	View the Law
Disability Exemption (up to $5,000)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption ($5,000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

INSTRUMENT#: 2022063187 OR BK 5951 PG 236 PAGES: 10 5/5/2022 1:13:41 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $86.50 DEED DOC:$71960.00

This Instrument Prepared By:
Scott A. Gerken/mal
Stone & Gerken, P.A.
632 East Fifth Avenue
Mount Dora, FL 32757

SPECIAL WARRANTY DEED

This **Special Warranty Deed** made this **29th** day of **April, 2022** between **Harris Mini-Storage, Inc., a Florida corporation (As to Parcels B and D), and James C. Harris III, a married man, individually and as Trustee of the James C. Harris, III Revocable Trust under Agreement dated November 25, 1998 (As to Parcels A, C, and E)**, whose post office address is 21901 U.S. Highway 441, Mount Dora, FL 32757 (the "Grantor"), in the State aforesaid, for and in consideration of the sum of **TEN MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS and No/100ths Dollars ($10,280,000.00)** to the Grantor in hand paid at and before the sealing of these presents by SAF NOB US 441, LLC, a Delaware limited liability company, whose post office address is 9718 Chestnut Ridge Drive, Windermere, FL 34786 (the "Grantee"), in the State aforesaid, the receipt and sufficiency of which is hereby acknowledged, has, subject to the Permitted Exceptions (as defined herein), granted, bargained, sold and released, and by these presents does, subject to the Permitted Exceptions, grant, bargain, sell and release unto the Grantee, its successors and assigns, forever, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE FOR A FULL AND
COMPLETE LEGAL DESCRIPTION OF THE PROPERTY
BEING CONVEYED (THE "PROPERTY" OR "PREMISES")

Grantor, James C. Harris, III, covenants and warrants that the above-described real property is not homestead property as defined by the Constitution and the Laws of the State of Florida.

THE PROPERTY IS HEREBY CONVEYED SUBJECT TO those certain matters being more particularly set forth and described in Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Exceptions").

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises, subject to the Permitted Exceptions, before mentioned unto the Grantee, its successors and assigns, forever.

AND, subject to the Permitted Exceptions, the Grantor does hereby bind itself, and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the Grantee, its successors and assigns, against the Grantor, and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, under or through the Grantor, but not otherwise.

ATTACHMENT #2

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed under its hand and seal as of the 29th day of April, 2022.

Signed, sealed, and delivered in our presence:

Print Name: Scott A. Gerken

Print Name: Mary A. Ludwig

Grantor:

Harris Mini-Storage, Inc., a Florida corporation

By: _____
James C. Harris, III, President

Signed, sealed, and delivered in our presence:

Print Name: Scott A. Gerken

Print Name: Mary A. Ludwig

James C. Harris, III Revocable Trust under Agreement dated November 25, 1998

By: _____
James C. Harris, III, Trustee

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization this 29th day of April, 2022, by James C. Harris, III, as President of Harris Mini-Storage, Inc., and as Trustee of the James C. Harris, III Revocable Trust under Agreement dated November 25, 1998. He is personally known to me or has produced _____ as identification.

MARY A. LUDWIG
Commission # HH 226008
Expires April 16, 2026

Mary A. Ludwig
Notary Public for Florida
My Commission Expires: April 16, 2026

EXHIBIT "A"
Legal Description

PARCEL A

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF 682.92 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST ALONG SAID WIRE FENCE 337.61 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 0°24'02" EAST (ACTUALLY NORTH 0°27'38" EAST) A DISTANCE OF 119.59 FEET, THENCE NORTH 89°06'47" EAST 224.26 FEET, THENCE SOUTH 0°57'30" EAST 133.46 FEET, THENCE SOUTH 73°46'10" WEST 41.35 FEET, THENCE SOUTH 88°51'07" WEST 187.93 FEET TO A POINT ON THE AFORESAID WIRE FENCE, THENCE NORTH 0°24'02" EAST (ACTUALLY NORTH 0°27'38" EAST) A DISTANCE OF 25.71 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN INGRESS AND EGRESS EASEMENT OVER THE WEST 50 FEET THEREOF. TOGETHER WITH A 22 FOOT INGRESS AND EGRESS EASEMENT OVER A STRIP OF LAND THAT IS BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE ABOVE DESCRIBED PROPERTY AND ON THE, NORTH BY A LINE, SAID LINE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 AND LYING 11 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF 682.92 FEET TO A WIRE FENCE, THENCE NORTH 0°24'02" EAST ALONG SAID WIRE FENCE AND THE NORTHERLY EXTENSION THEREOF 457.20 FEET, THENCE NORTH 89°06'47" EAST 22.29 FEET FOR A POINT OF BEGINNING; THENCE NORTH 04°36'02" WEST 175 FEET, MORE OR LESS, TO THE, POINT OF TERMINUS.

ALSO TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING TRACTS OF LAND:

1) THE NORTH 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500; RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500, THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST, 4.93 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 0°38'35" WEST 325.46 FEET FOR A POINT OF BEGINNING; CONTINUE NORTH 0°38'35" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 333.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°54'30" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42", EAST 327.69 FEET TO A POINT ON A LINE HAVING A BEARING OF NORTH 89°44'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°44'00" WEST 260.21 FEET TO SAID POINT OF BEGINNING.

2) THENCE NORTH 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD NO. 500, LESS THE EAST 235.00 FEET THEREOF AND LESS THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SAID SECTION 33 RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 413.10 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 FOR A POINT OF BEGINNING; THENCE RUN NORTH 0°38'35" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 665.78 FEET;

MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTH 88°54'30" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42" EAST 327.69 FEET; THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE NORTH 88°47'30" WEST, 262.07 FEET TO THE POINT OF BEGINNING.

3) THE WEST 40 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. LESS THE SOUTH 150.84 FEET THEREOF. ALSO AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH 88°54'30" WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 235.00 FEET; THENCE SOUTH 0°44'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE, SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 40 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT THAT IS NORTH 88°54'30" WEST A DISTANCE OF 50.00 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 88°54'30" EAST IN A STRAIGHT LINE 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441.

LESS:

FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 500, SAID POINT BEING THE POINT OF BEGINNING, RUN THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 500 AND THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST 4.93 FEET, NORTH 87°08'35" WEST 51.64 FEET, NORTH 0°38'35" WEST 325.46 FEET, THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN NORTH 89°44'00" EAST 260.21 FEET, THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 33, THENCE NORTH 88°47'30" WEST ALONG SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 210.83 FEET TO THE POINT OF BEGINNING.

LESS:

THE NORTH 281.56 FEET OF THE SOUTH 432.4 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

LESS:

THE NORTH 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD NO. 500, LESS THE EAST 235.00 FEET THEREOF AND LESS THE WEST 261.65 FEET THEREOF.

LESS:

THE WEST 30 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. LESS THE SOUTH 150.84 FEET THEREOF.

LESS:

FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH 88°54'30" WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 235 FEET; THENCE SOUTH 0°44'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 40 FEET FOR A POINT OF BEGINNING CONTINUE THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT THAT IS NORTH 88°54'30" WEST A DISTANCE OF 50 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 88°54'30" EAST IN A STRAIGHT LINE 50 FEET TO THE POINT OF BEGINNING.

LESS:

THE NORTH 60 FEET OF THE EAST 205 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

LESS:

THE SOUTH 174 FEET OF THE NORTH 234 OF THE EAST 205 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

LESS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF 682.92 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST ALONG SAID WIRE FENCE 337.06 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 0°24'02" EAST (ACTUALLY NORTH 0°27'38" EAST) A DISTANCE OF 119.59 FEET, THENCE NORTH 89°06'47" EAST 224.26 FEET, THENCE SOUTH 0°57'30" EAST 133.46 FEET, THENCE SOUTH 73°46'10" WEST 41.35 FEET, THENCE SOUTH 88°51'07" WEST 187.93 FEET TO A POINT ON THE AFORESAID WIRE FENCE, THENCE NORTH 0°24'02" EAST (ACTUALLY NORTH 0°27'38" EAST) A DISTANCE OF 25.71 FEET TO THE POINT OF BEGINNING.

PARCEL C:

THE SOUTH 1/2 OF THE FOLLOWING DESCRIBED PROPERTY: THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS THE EAST 235.00 FEET AND LESS THE NORTH 149 FEET THEREOF.

AND

THE WEST 15.00 FEET OF THE NORTH 480.96 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS RIGHT-OF-W AY FOR COUNTY ROAD 4-3780.

PARCEL D:

COMMENCING AT THE SOUTHEAST CORNER OF THE, SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°47'30" WEST ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST ALONG SAID FENCE, 337.61 FEET; THENCE NORTH 89°44'00" EAST, 32.13 FEET; THENCE SOUTH 0°56'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING.

PARCEL E:

FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500 SAID POINT BEING THE POINT OF BEGINNING, RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST 4.93 FEET, NORTH 87°08'35" WEST 51.64 FEET, NORTH 0°38'35" WEST 325.46 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 89°44'00" EAST 260.21 FEET, THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 33 THENCE NORTH 88°47'30" WEST ALONG THE SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 210.83 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY THEREOF, LESS THE NORTH 275.00 FEET OF THE ABOVE-DESCRIBED PROPERTY; AND LESS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°47'30" WEST, ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST, ALONG SAID FENCE 337.61 FEET; THENCE NORTH 89°44'00" EAST, 32.13 FEET; THENCE SOUTH 0°56'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE CERTAIN NON-EXCLUSIVE PERPETUAL EASEMENTS FROM OFFICIAL RECORDS BOOK 1361, PAGE 0393, OFFICIAL RECORDS BOOK 1471, PAGE 75, AND OFFICIAL RECORDS BOOK 1778, PAGE 1249.

ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (Fee Simple):

PARCELS A, B, D, AND E PERIMETER:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ALSO BEING THE CERTIFIED CORNER OF RECORD 075690, THENCE S 89°42'17" E, A DISTANCE OF 464.34 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 441, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 01°56'43" E ALONG THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 441, A DISTANCE OF 4.93 FEET; THENCE N 88°03'22" W, A DISTANCE OF 51.64 FEET; THENCE N 01°33'22" W, A DISTANCE OF 50.45 FEET; THENCE N 88°48'26" E, A DISTANCE OF 221.65 FEET; THENCE N 00°30'43" W, A DISTANCE OF 274.97 FEET; THENCE S 88°49'13" W, A DISTANCE OF 227.58 FEET; THENCE N 01°43'03" W, A DISTANCE OF 334.55 FEET; THENCE S 89°51'04" E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 261.59 FEET; THENCE S 00°12'41" E, A DISTANCE OF 40.00 FEET; THENCE S 89°47'22" E, A DISTANCE OF 372.17 FEET; THENCE S 51°22'48" E, A DISTANCE OF 64.38 FEET; THENCE S 00°25'48" E, A DISTANCE OF 435.89 FEET; THENCE S 89°48'10" E, A DISTANCE OF 235.00 FEET; THENCE S 00°24'21" E, A DISTANCE OF 151.85 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST

1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, ; THENCE N 89°42'24" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, A DISTANCE OF 852.33 FEET TO THE POINT OF
BEGINNING.

PARCEL 2 (Easement):

AND TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING TRACTS OF LAND:

a) THE NORTH 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500; RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500, THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST, 4.93 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 0°38'35" WEST 325.46 FEET FOR A POINT OF BEGINNING; CONTINUE NORTH 0°38'35" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 333.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°54'30" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42", EAST 327.69 FEET TO A POINT ON A LINE HAVING A BEARING OF NORTH 89°44'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°44'00" WEST 260.21 FEET TO SAID POINT OF BEGINNING.

b) THENCE NORTH 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD NO. 500, LESS THE EAST 235.00 FEET THEREOF AND LESS THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SAID SECTION 33 RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 413.10 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 FOR A POINT OF BEGINNING; THENCE RUN NORTH 0°38'35" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 665.78 FEET; MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTH 88°54'30" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42" EAST 327.69 FEET; THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE NORTH 88°47'30" WEST, 262.07 FEET TO THE POINT OF BEGINNING.

c) THE WEST 40 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. LESS THE SOUTH 150.84 FEET THEREOF. ALSO AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH 88°54'30" WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 235.00 FEET; THENCE SOUTH 0°44'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE, SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 40 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT THAT IS NORTH 88°54'30" WEST A DISTANCE OF 50.00 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 88°54'30" EAST IN A STRAIGHT LINE 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (Easement):

TOGETHER WITH THOSE CERTAIN NON-EXCLUSIVE PERPETUAL EASEMENTS FROM OFFICIAL RECORDS BOOK 1361, PAGE 0393, OFFICIAL RECORDS BOOK 1471, PAGE 75, AND OFFICIAL RECORDS BOOK 1778, PAGE 1249.

PARCEL 4 (Fee Simple):

PARCEL C PERIMETER

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ALSO BEING THE CERTIFIED CORNER OF RECORD 075690, THENCE S 89°42'17" E, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 441, A DISTANCE OF 464.34 FEET; THENCE N 01°56'43" E ALONG THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 441, A DISTANCE OF 4.93 FEET; THENCE N 88°03'22" W, A DISTANCE OF 51.64 FEET; THENCE N 01°43'03" W, A DISTANCE OF 660.02 FEET; THENCE N 89°48'27" W DEPARTING THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 441 AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 261.59 FEET, TO THE POINT OF BEGINNING; THENCE N 00°12'41" W TO A POINT ON THE SOUTH R/W LINE OF ROBIE AVENUE (COUNTY ROAD 4-3780), A DISTANCE OF 634.76 FEET; THENCE S 89°58'25" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED RIGHT-OF-WAY, A DISTANCE OF 15.02 FEET; THENCE S 00°09'43" E DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 451.05 FEET; THENCE S 89°41' 17" E, A DISTANCE OF 408.34 FEET; THENCE S 00°05'07" W, A DISTANCE OF 182.90 FEET; THENCE N 89°48'27" W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 422.02 FEET TO THE POINT OF BEGINNING.

Parcel 5 (Easement):

TOGETHER WITH THOSE CERTAIN NON-EXCLUSIVE PERPETUAL EASEMENTS FROM OFFICIAL RECORDS BOOK 1361, PAGE 0393, OFFICIAL RECORDS BOOK 1471, PAGE 75, AND OFFICIAL RECORDS BOOK 1778, PAGE 1249.

Parcel Identification Number: 3319270003-000-02901
Parcel Identification Number: 3319270003-000-02902
Parcel Identification Number: 3319270003-000-05900
Parcel Identification Number: 3319270003-000-04100
Parcel Identification Number: 3319270003-000-04700
Parcel Identification Number: 3319270003-000-05100

EXHIBIT "B"
Permitted Exceptions

1. General or special taxes and assessments first becoming due and payable in the year 2022 and subsequent years.

2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

3. Drainage Easement in favor of the State of Florida for the use and benefit of the State Road Department of Florida recorded in O.R. Book 668, Page 2039, Public Records of Lake County, Florida.

4. Distribution Easement in favor of Florida Power Corporation recorded in O.R. Book 703, Page 555, Public Records of Lake County, Florida.

5. Distribution Easement in favor of Florida Power Corporation recorded in O.R. Book 703, Page 557, Public Records of Lake County, Florida.

6. Distribution Easement in favor of Florida Power Corporation recorded in O.R. Book 980, Page 155, Public Records of Lake County, Florida.

7. Distribution Easement in favor of Florida Power Corporation recorded in O.R. Book 1074, Page 580, Public Records of Lake County, Florida.

8. Drainage Easements set forth in Warranty Deed recorded in O.R. Book 1361, Page 393, Public Records of Lake County, Florida.

9. Ingress and Egress Easements set forth in Special Warranty Deed recorded in O.R. Book 1470, Page 75, Public Records of Lake County, Florida.

10. Matters set forth in the Covenant to Annex recorded in O.R. Book 1706, Page 1539, Public Records of Lake County, Florida.

11. Subject to Ingress and Egress Easements set forth in Warranty Deed recorded in O.R. Book 1778, Page 1249, Public Records of Lake County, Florida.

12. Easements in favor of Harris Oil Company, LLC set forth in Warranty Deed recorded in O.R. Book 2483, Page 2254, Public Records of Lake County, Florida.

13. Distribution Easement in favor of Florida Power Corporation, d/b/a Progress Energy Florida, Inc., a Florida corporation recorded in O.R. Book 2883, Page 397, Public Records of Lake County, Florida.

14. Ordinance 2009-12 recorded in O.R. Book 3765, Page 332, Public Records of Lake

County, Florida.

15. Rights of tenants, as tenants only, in possession under unrecorded lease agreements, listed on the rent roll provided by Grantor to Grantee on the date hereof, which contain no options to purchase or rights of first refusal.

16. Matters reflected on the survey dated March 21, 2022 and last revised on April 28, 2022, by Michael P. Mooney, P.S.M., Terminus Surveying, LLC, Job #220250.

ORDINANCE NO: 2024-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 441 AT THE ORANGE COUNTY LINE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the SAF NOB US 441, LLC (Property Owner) is the fee simple owner of that property generally located on the east side of US Highway 441 at the Orange County line in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owner has filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora bearing the signature of all owners of the Property; and

WHEREAS, the City has determined that the Property is located wholly within an unincorporated area of Lake County, Florida, that the Property is reasonably compact and contiguous to an incorporated area of the City of Mount Dora, Florida, that annexation of the Property will not result in the creation of an enclave, that annexation of the Property otherwise fully complies with the requirements of Florida Statutes, Section 171.044, and annexation of the Property is in the best interest of the City of Mount Dora; and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the City furnished the Lake County Board of County Commissioners with a copy of the notice of annexation by certified mail at least ten (10) days prior to the publication of the same; and

WHEREAS, the City has determined that all procedural and notice requirements mandated by Florida Statues, Section 171.044, the City of Mount Dora Charter, the City of Mount Dora Code of Ordinances and all other applicable or controlling laws related to the voluntary annexation of property have been followed and satisfied.

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

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

SECTION 2. VOLUNTARY ANNEXATION. The Property generally located on east side of US Highway 441 at the Orange County line in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

PARCEL # 33-19-27-0003-000-02902
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88*47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88'47'30" WEST ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 0'24'02" EAST ALONG SAID FENCE, 337.61 FEET; THENCE NORTH 89°44'00" EAST, 32.13 FEET; THENCE SOUTH 0'56'26 EAST, 338.64 FEET TO THE POINT OF BEGINNING; AND

PARCEL # 33-19-27-0003-000-04700
FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500 SAID POINT BEING THE POINT OF BEGINNING, RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 THE FOLLOWING COURSES AND DISTANCES: NORTH 02*51'30" EAST 4.93 FEET, NORTH 87°08'35" WEST 51.64 FEET, NORTH 0°38'35" WEST 325.46 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 89°44°00" EAST 260.21 FEET, THENCE SOUTH 0'56'26" EAST 338.64 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 33, THENCE NORTH 88°47'30" WEST ALONG THE SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 210.83 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY THEREOF, LESS THE NORTH 275.00 FEET OF THE ABOVE-DESCRIBED PROPERTY; AND LESS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST, QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 8847'30" WEST, ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 024'02" EAST, ALONG SAID FENCE 337.61 FEET; THENCE NORTH 89°44°00" EAST, 32.13 FEET; THENCE SOUTH 0'56'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING; AND

PARCEL # 33-19-27-0003-000-05900
THE SOUTH 150.84 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

ALL THE ABOVE CONTAINING 1.40 ACRES, MORE OR LESS.

SECTION 3. EFFECT OF ANNEXATION. On the Effective Date of this Ordinance, the property owner of the Property shall be entitled to all the rights, privileges and immunities as are from time to time granted to property owners in the City of Mount Dora, Florida, and shall be subject to the responsibilities of property ownership as may from time to time be authorized and/or adopted by the governing authority of the City of Mount Dora, Florida.

SECTION 4. AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES. City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, City Council District Two (2) is hereby amended to include the Property, more particularly described as follows:

PARCEL # 33-19-27-0003-000-02902
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88*47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88'47'30" WEST ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 0'24'02" EAST ALONG SAID FENCE, 337.61 FEET; THENCE NORTH 89°44'00" EAST, 32.13 FEET; THENCE SOUTH 0'56'26 EAST, 338.64 FEET TO THE POINT OF BEGINNING; AND

PARCEL # 33-19-27-0003-000-04700
FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500 SAID POINT BEING THE POINT OF BEGINNING, RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 THE FOLLOWING COURSES AND DISTANCES: NORTH 02*51'30" EAST 4.93 FEET, NORTH 87°08'35" WEST 51.64 FEET, NORTH 0°38'35" WEST 325.46 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 89°44°00" EAST 260.21 FEET, THENCE SOUTH 0'56'26" EAST 338.64 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 33, THENCE NORTH 88°47'30" WEST ALONG THE SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 210.83 FEET

TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY THEREOF, LESS THE NORTH 275.00 FEET OF THE ABOVE-DESCRIBED PROPERTY; AND LESS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST, QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 8847'30" WEST, ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 024'02" EAST, ALONG SAID FENCE 337.61 FEET; THENCE NORTH 89°44°00" EAST, 32.13 FEET; THENCE SOUTH 0'56'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING; AND

PARCEL # 33-19-27-0003-000-05900
THE SOUTH 150.84 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

ALL THE ABOVE CONTAINING 1.40 ACRES, MORE OR LESS.

SECTION 5. FILING REQUIREMENTS. In accordance with Florida Statutes, Section 171.044(3), within seven (7) days of the enactment of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Lake County Clerk of the Circuit Court, with the County Manager of Lake County, Florida and with the Florida Department of State.

SECTION 6. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. 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 7. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the annexation of the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. LIMITED CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

SECTION 9. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. **SEVERABILITY.** If any Section or portion of a Section of this Ordinance 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 Ordinance.

SECTION 11. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2024.

_____
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

EXHIBIT "A"
Property Depiction

Exhibit "A"

VICINITY MAP
SAF NOB US 441, LLC
1.40+/- Acres

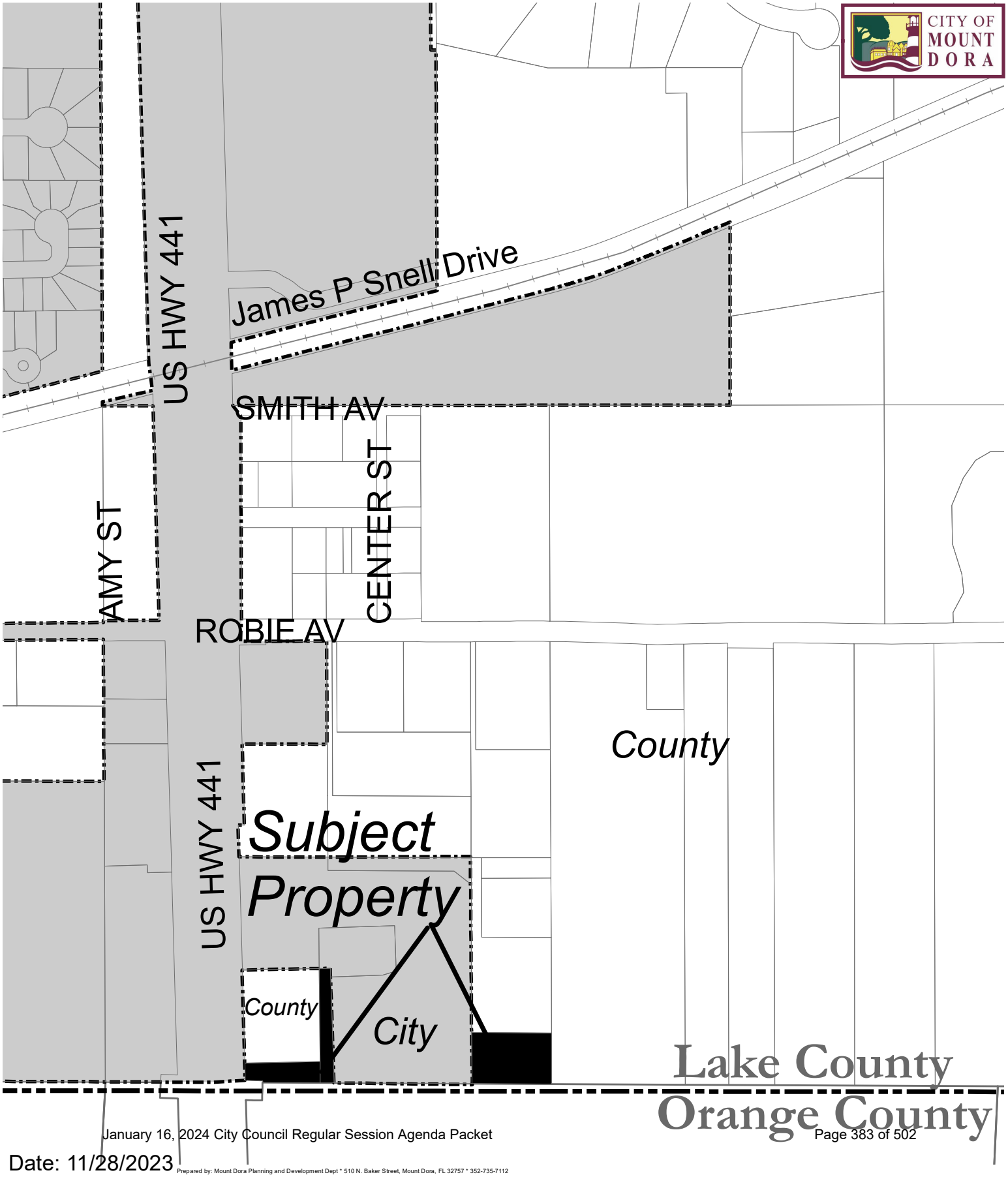
Legend

Subject Property

City Limits

N

N.T.S.



Date: 11/28/2023

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

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

DATE: **January 16, 2024**

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

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

SUBJECT: Request approval First Reading of **Ordinance No. 2024-02**, Small-Scale Future Land Use Map Amendment for SAF NOB US 441, LLC (1.40 Acres)

Introduction:
This is a request for City Council to approve First Reading of Ordinance No. 2024-02 and hold the hearing for the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Applicant Presentation
Testimony by others on behalf of applicant or opposition with a legitimate interest in the matter, who can provide substantial competent evidence.
Rebuttal by Applicant
Discussion
Council Action

Discussion:
As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed "Business Impact Estimate" form. This request is associated with land use type action.

Further descriptions and the land use report are contained in Attachment #2 *(PZC/LPA Staff Report*). The advertisements for the adoption hearing are provided in Attachment #3. The applicant is requesting an amendment to the City's Future Land Use Map. The proposed amendment will change approximately 1.40 acres. The Applicant proposes to amend the future land use map to change the parcels from Lake County Urban Low Density (4 du/ac) and County Industrial to City Industrial.

This Ordinance shall take effect 31 days after the adoption of the annexation Ordinance, per Florida Statutes.

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on December 20, 2023, recommended approval of the Small-Scale Future Land Use Map Amendment from Lake County Urban Low Density (4 du/ac) and County Industrial to City Industrial designation.

The Development Review Committee (DRC) on November 29, 2023, reviewed and recommended approval of the Small-Scale Future Land Use Map Amendment.

Budget Impact:
There are no budgetary impacts on the City relative to the processing of the future land use map amendment action.

Strategic Impact:
Future Land Use Map amendments which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation:
City Council to approve First Reading of Ordinance No. 2024-02 and hold a hearing for second reading and adoption.

Attachment(s):
1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 PZC-LPA Staff Report
3. Attachment 3 Legal Ad Publication
4. Ordinance 2024-02 SAF NOB US 441 (FLUM) 1st Reading (Cty Aty12-19-23)
5. Exhibit A Future Land Use Map Amendment

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	City Attorney, City Attorney	Approved - 1/5/2024
	Jeanann Hand, City Clerk	Approved - 1/5/2024
	Patrick Comiskey, City Manager	Final Approval - 1/6/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: **2024-02**

ORDINANCE TITLE: **Future Land Use Map Amendment**

DEPARTMENT: **Planning and Development**

MEETING DATE: **January 16, 2024**

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the City's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _____;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible _____; and
  - o Estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
    Costs: _____ Revenues from Fees: _____
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance:_____.
- Additional applicable information:

_____
_____
_____
_____
_____

_X_ A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- o Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- o Florida Statutes, Section 553.73, relating to the Florida Building Code
- o Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- o Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- o The issuance or refinancing of debt.
- o To comply with a federal or state law or regulation.
- o To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- o To adopt an Emergency Ordinance pursuant to applicable law.
- o To implement a contract or agreement.
- o Is related to procurement.

CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

DATE: December 20, 2023

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

THROUGH: Ryan Winkler, Senior Planner

RE: Application to Amend the Future Land Use Map (Small-Scale); Change in land use from Lake County Urban Low Density (4 du/ac) and County Industrial to City Industrial; 1.40 Acres (Site Area); Located on the east side of US Highway 441 along the Orange County line (General Location); Kyle Hoy, Farmer Development (Applicant); SAF NOB US 441, LLC (Owners).
Project No. FLUM23-05SM.

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the small-scale application to amend the land use category on 1.40+/- acres from Lake County Urban Low Density (4 du/ac) and County Industrial. Approval subject to Annexation.

REFERENCES/SUPPORT:

LDC Section 3.3
Policy 4.g(2) FLUE of the Mount Dora Comprehensive Plan 2045
Companion Annexation Ordinance 2024-01

SITE SUMMARY:

Owners	SAF NOB US 441 LLC
Applicant	Kyle Hoy, Farmer Development
General Location:	Located on the east side of US 441 at the Orange County line
Alternate Key Nos.	3853683, 3353421, and 2921757
Zoning District:	Lake County Community Facility District (CFD) and Light Industrial (LM)
Proposed Zoning District:	Workplace Two (WP-2)
Future Land Use Category:	Lake County Urban Low (4 du/ac)
Proposed Land Use Category	Industrial (Processing Under a Separate Application)
Overlays:	None
Site Area:	1.40 +/- acres
Existing Use:	Vacant land

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)	Comments
North	City	Industrial	WP-2	Vacant, Self-Storage	MyPlace Storage, Vacant Land
	Lake County	Urban Low	CFD	Church/Worship	Solid Rock Worship Center
South	Orange County	PD	PUD	Residential Subdivision	Parks of Mount Dora
East	City	Industrial	WP-2	Self-Storage, Wetlands	MyPlace Storage
West	County	Office	OP	Vacant	Undeveloped

ANALYSIS:

The Applicant has applied for a small-scale future land use map amendment for three (3) vacant and undeveloped properties. The Applicant proposes to amend the future land use map to change the parcels from Lake County Urban Low Density (4 du/ac) and County Industrial to City Industrial.

The properties contain 1.40 acres, per the site data table below:

Alternate Key	Acres
3853683	0.30
3353421	0.29
2921757	0.81

These parcels along with the adjacent lands where sold from Harris property owner to SAF NOB US 441, LLC in April 2022. The Applicant proposes a future development on the adjacent properties for updates to the existing personal storage facility, and plans to include these lands as part of the floor area ratio (FAR) and impervious surface ratio (ISR) for the total proposed site re-development. The Applicant indicated to staff there would be no development on the subject parcels and would remain as open space. The annexation would have a de minus impact on public services. Re-development of the subject property would require the submittal of a development application pursuant to the City's normal site plan review process.

The change in zoning application is being processed simultaneously with the Annexation and Future Land Use applications. The proposed change in zoning is consistent with the surrounding Workplan Two Zoning District of the formal Harris Oil Facility.

PUBLIC IMPACTS AND CAPACITY ANALYSIS:

Housing: The proposed Future Land Use change from County Urban Low Density and County Industrial to City Industrial would not affect the amount of land available for residential uses. There are no significate housing and population impacts with the proposed future land use map amendment, as the change is less density. Residential uses are not permitted within the

Industrial future land use category.

Traffic:	Based on the existing entitlements, the proposed land use category will not result in any additional average daily trips (ADT). The surrounding roadway network should have sufficient capacity to accommodate the proposed site improvements. Further review and evaluation would be required if seeking to develop the property with a more intense use.
Wastewater:	Policy 1.d, Infrastructure Element of the Comprehensive Plan establishes level-of-service standards as: (1) Water level-of-service standard: 350 gallons per day (GPD) per equivalent residential unit (ERU); (2) Sewer level-of-service standard: 300 GPD per ERU; and (3) Solid waste level-of-service standard: 7.1 pounds per capita per day. Based on the density requirements, the most development which could be undertaken on the subject property would be to facilitate the annexation.
Potable Water:	The minimum design for water distribution systems shall provide for at least 100 percent of the combined maximum day-demand rate and required fire flow for said rate, with special provisions for peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Normal flow demands for design shall be calculated on the basis of full ultimate development as known, or projected. The proposed change and will not negatively impact capacity.
Reclaim Water:	Conversation Element requires participation in the City reuse for irrigation purposes. Goal 2, Policy 1.c. (1) of the Infrastructure Element requires water conservation practices by utilizing the City reclaimed system available at this location.
Solid Waste:	City's standard is 7.1 pounds per capita per day (LOS disposal).
Stormwater:	Protect water resources in Mount Dora. Control of erosion, sedimentation and flooding are mandatory. Limit post-improvement stormwater discharge to pre-improvement rates based on the 25-year, 96-hour storm. Building first floor elevations must be flood-free for the 100-year, 96-hour storm. Comply with Land Development Code (LDC) Chapter 6.2 drainage standards. Upon development of site improvements, the owner is required to provide a drainage plan per LDC.
Habitat:	The properties are undeveloped so there are no anticipated adverse impacts to any natural habitats. The Applicant has expressed the subject properties will remain as open space to increase the total site area for floor area ratio (FAR) and impervious surface ratio (ISR) calculations.

Environmental: A portion of the property is located with flood plain area. The far eastern parcel (Alt. Key #3853683) has been previously improved for the overall Harris Oil stromwater retention. The Applicant did not express interest in developing the areas indicated and flood zone. Any proposed impacts to flood plain and/or wetland areas are evaluated at time of development plan reviews. No such changes are proposed associated with the annexation, land use, and zoning assignment.

NOTIFICATIONS:

JPA Notice to Lake County: January 8, 2024
Legal Notice PZC and Notice to City Council: January 26, 2024
Notice to Surrounding Owners: December 8, 2023
Non-Legal with Map Ad City Council 1st Reading: January 19, 2024
Ordinance Enactment Legal Ad: January 26, 2024
Non-Legal with Map Ad City Council Adoption: January 26, 2024

PUBLIC HEARING SCHEDULE:

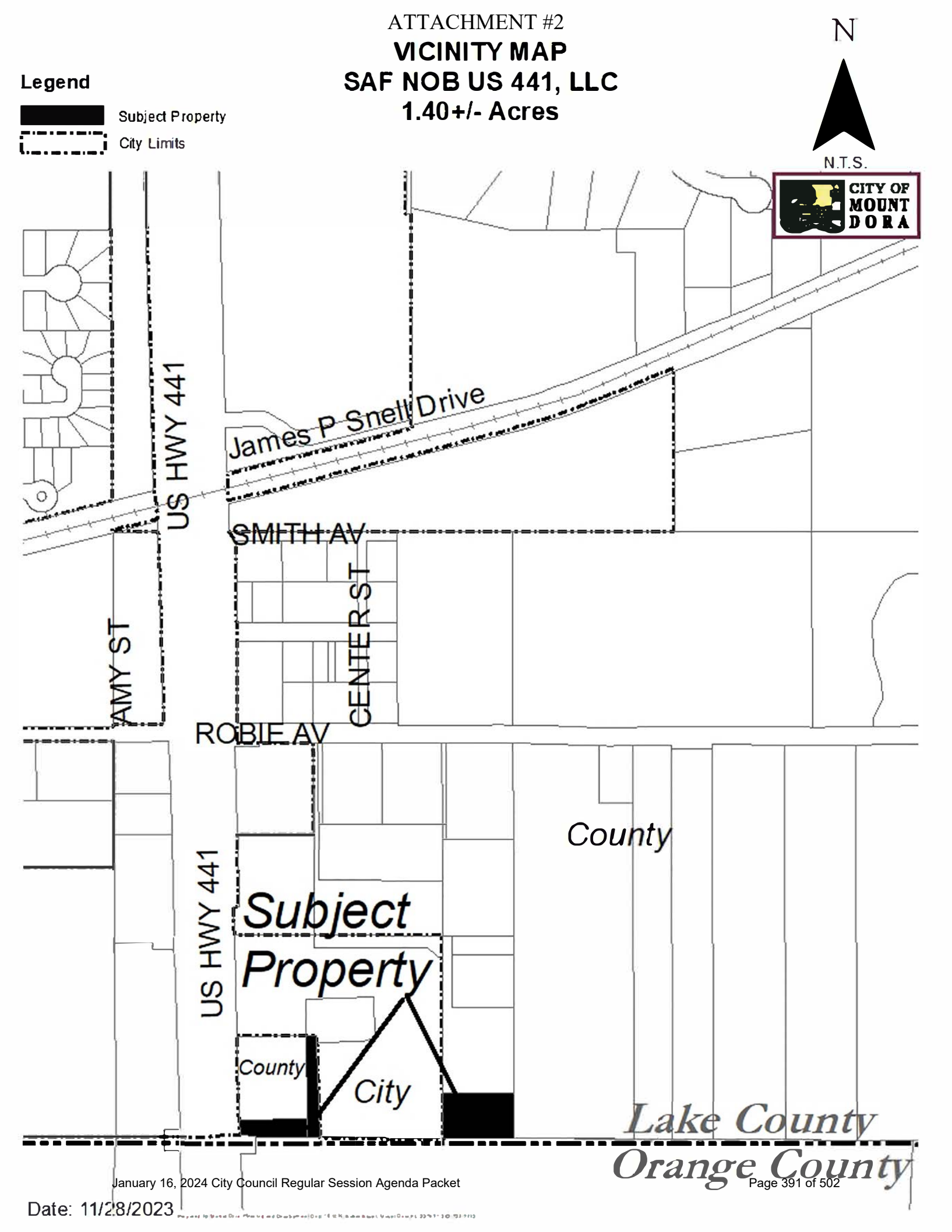
DRC Review: November 17, 2023
PZC: December 20, 2024 (6:00 pm)
City Council 1st Reading: January 16, 2024 (6:00 pm)
City Council 2nd Reading and Adoption: February 6, 2024 (6:00 pm)

ATTACHMENTS:

Vicinity Map
Aerial Map
Future Land Use Composite City-County Map
Future Land Use Map Amendment
Zoning Composite City-County Map
National Flood Hazard Map
Harris Oil Site Plan 1992 (Informational for site History)
Application (Surveys, Tax Parcel Records, and Deed)

ATTACHMENT #2

VICINITY MAP
SAF NOB US 441, LLC
1.40+/- Acres



Date: 11/28/2023

Legend

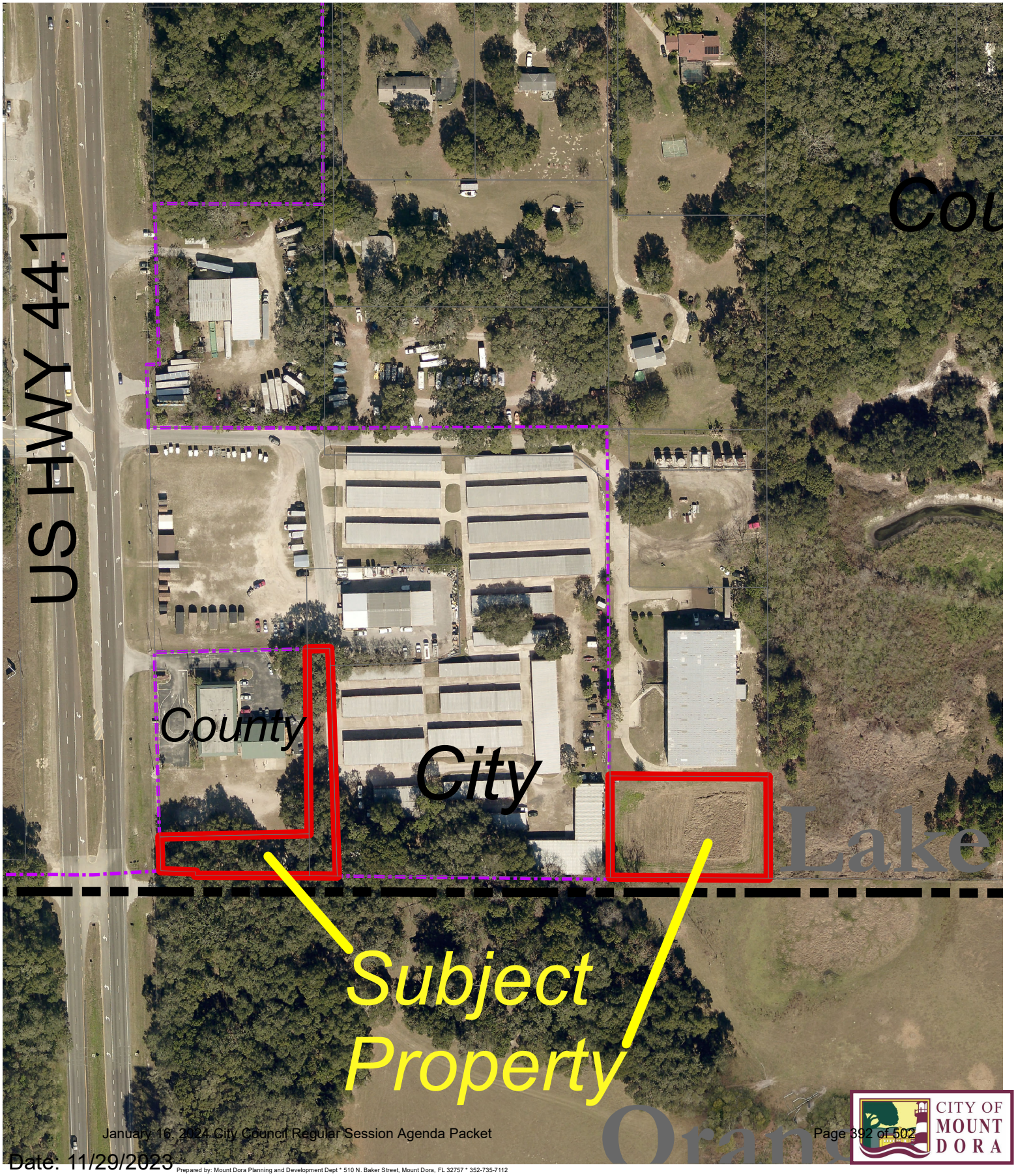
Subject Property

City Limits

Aerial Map
SAF NOB US 441, LLC
1.40+/- Acres

N

N.T.S.



Date: 11/29/2023

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

CITY OF MOUNT DORA

ATTACHMENT #2

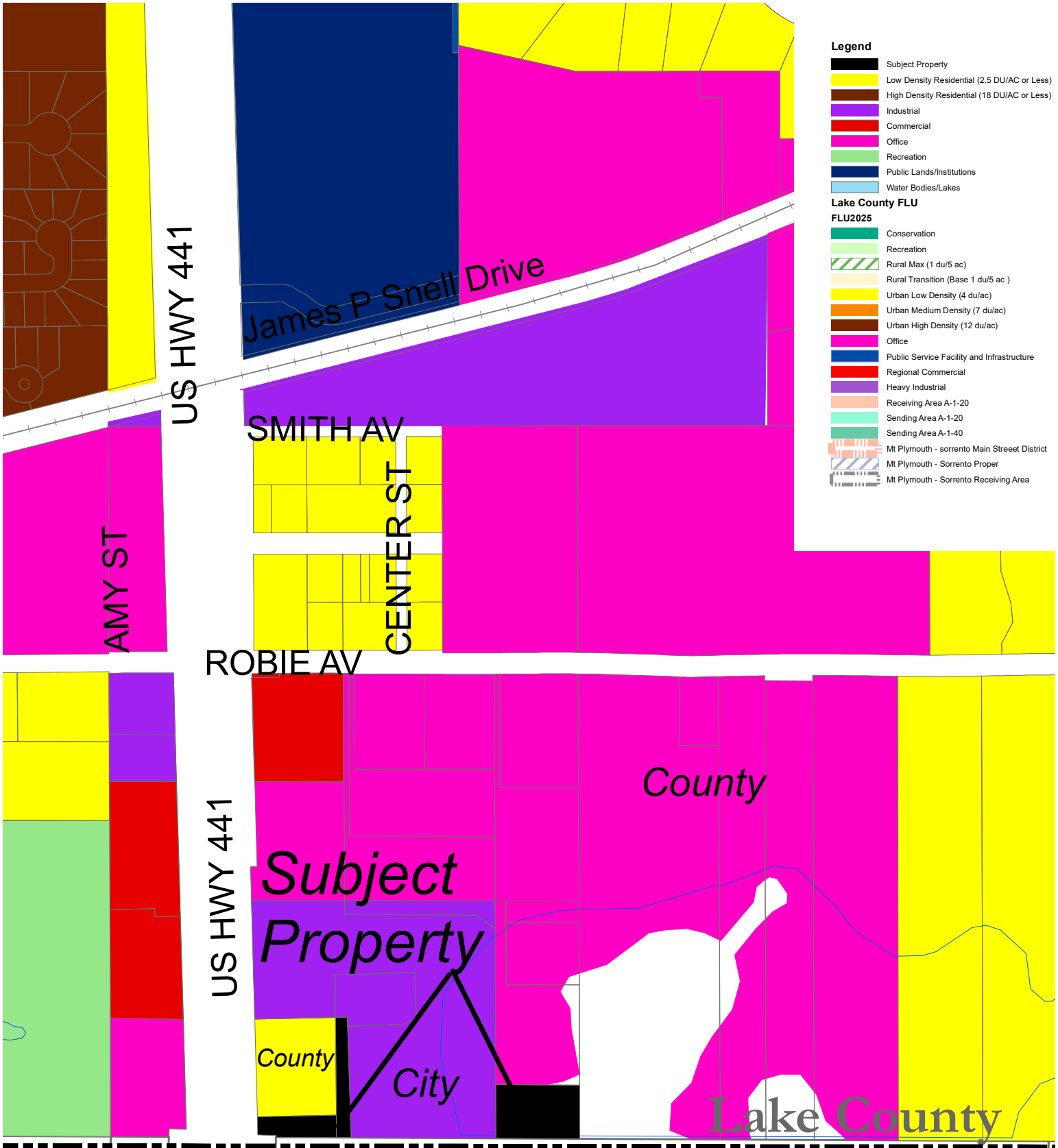
Future Land Use Composite City-County Map

SAF NOB US 441, LLC

1.40+/- Acres

N

NTS



Date: 11/28/2023

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

ATTACHMENT #2

City of Mount Dora
Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment City of Mount Dora (Industrial)

Exhibit "A"
Ordinance No. 2024-

CITY OF MOUNT DORA

N

LEGEND:

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

- City Limits
- JPA
- Rail Road

Map II-2a

Small-Scale FLUM Amendment

0 1,400 2,800 Feet



Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, Fl 32727
352-735-7112

Print Date: 1/7/2023

Path: U:\Plandev Admins\Planning and Development\Master Documents\MAPS\FLUM\SAF NOB US 441_FLUM_Amendment_Map.mxd

ATTACHMENT #2

Zoning Composite City-County Map

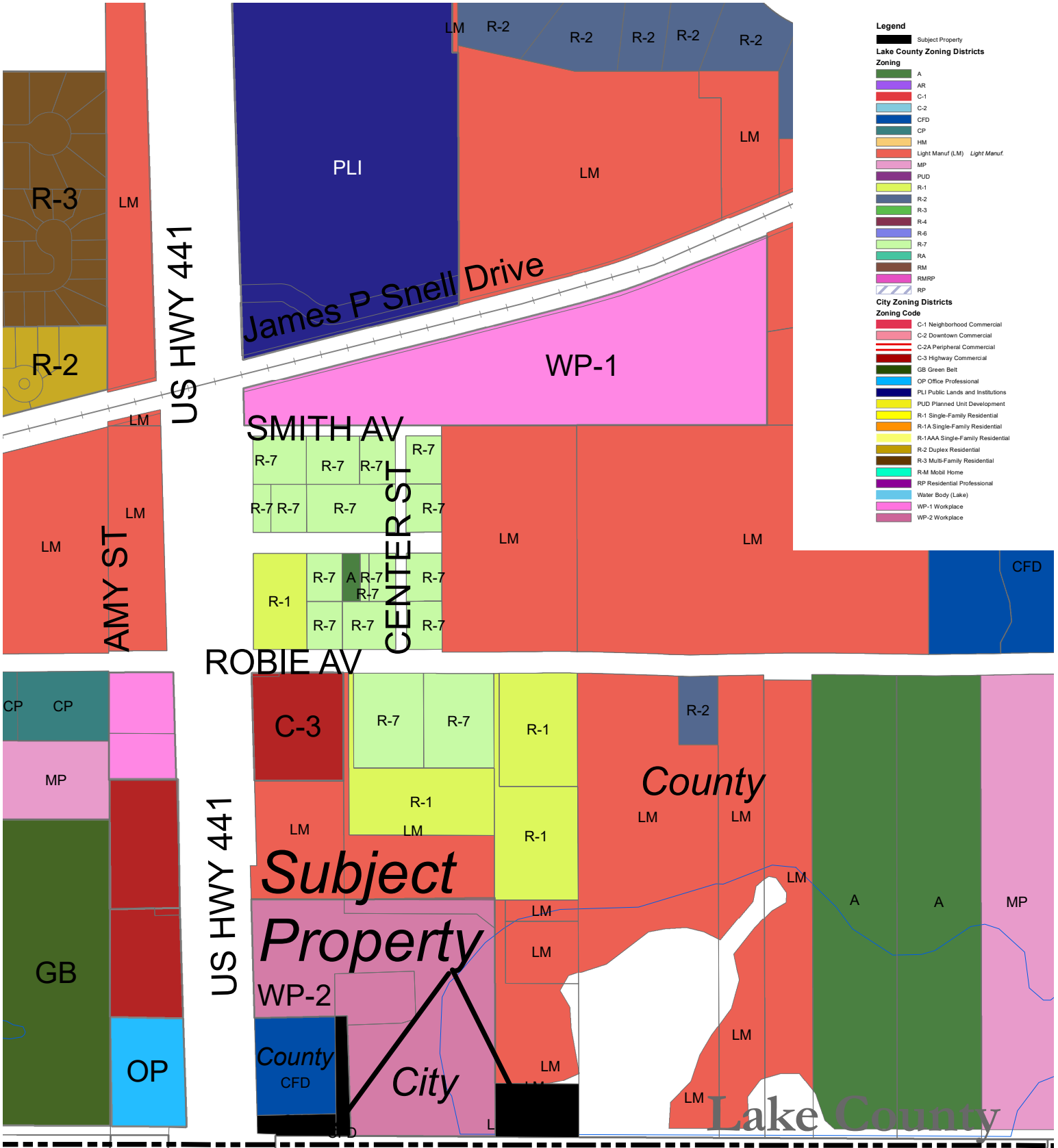
SAF NOB US 441, LLC

1.40+/- Acres

CITY OF MOUNT DORA

N

NTS



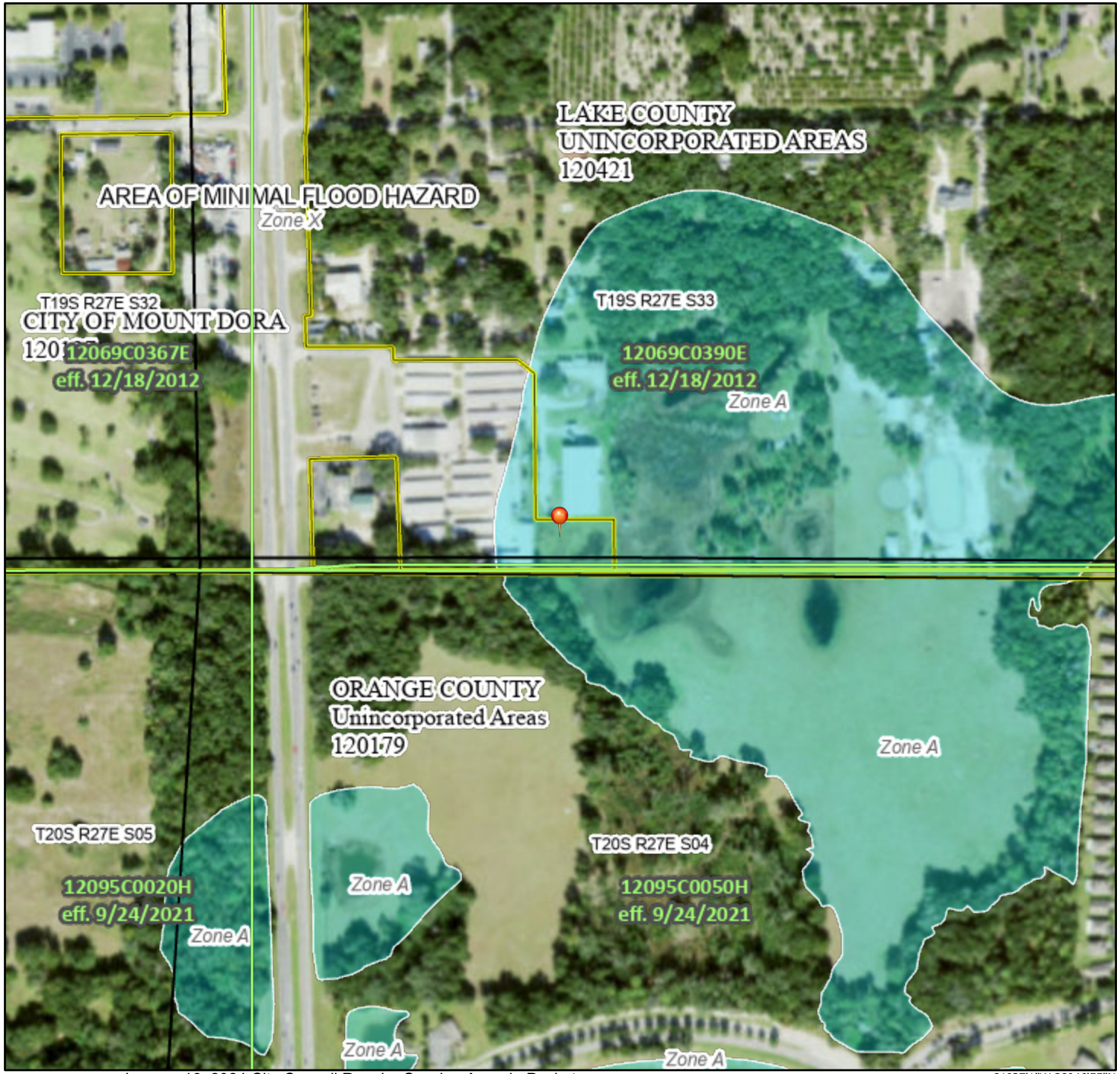
Date: 11/28/2023

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

National Flood Hazard Layer FIRMette

FEMA

81°37'38"W 28°47'26"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

81°37'1"W 28°46'55"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

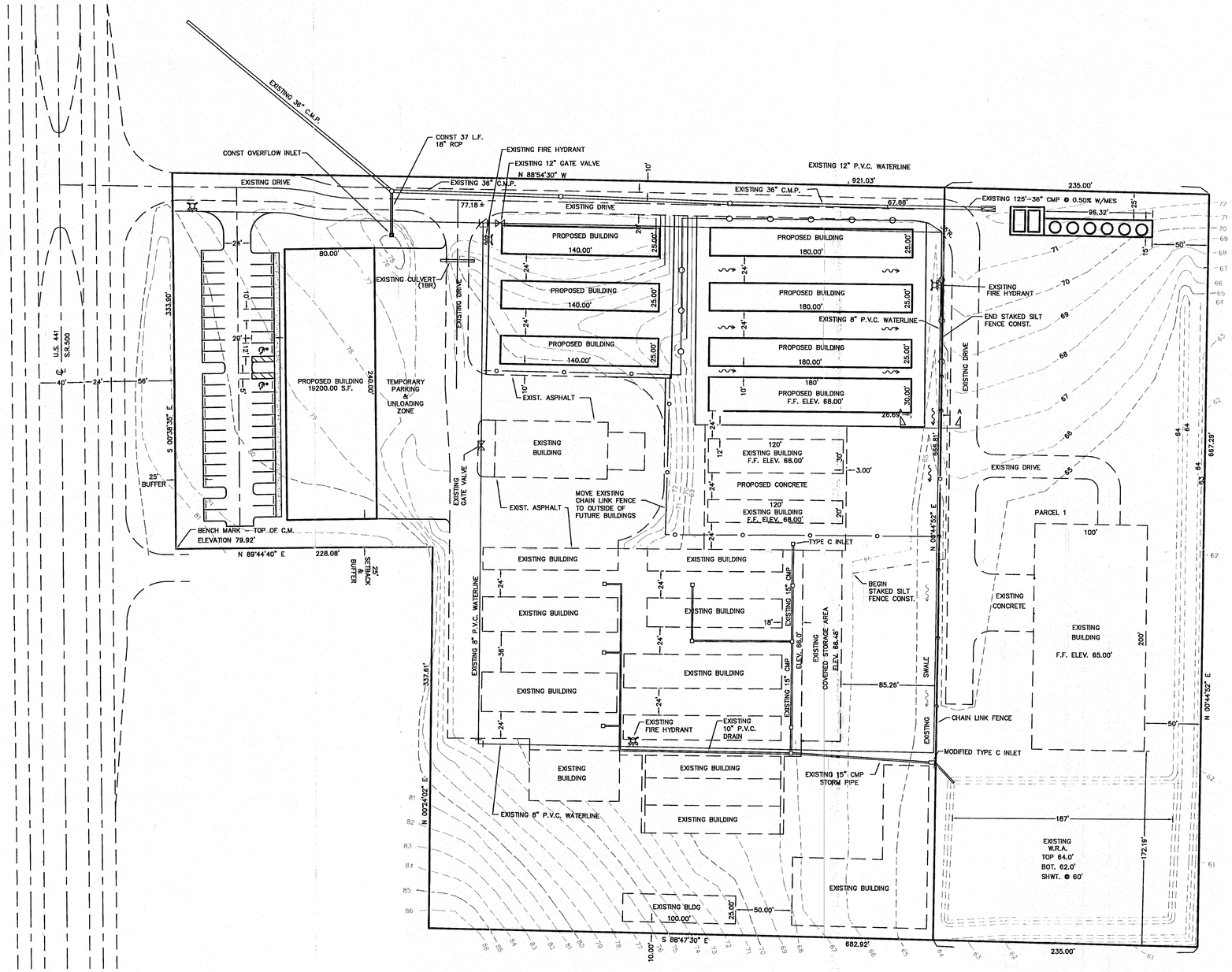
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

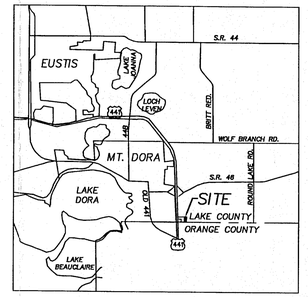
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/29/2023 at 8:11 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PLANNING STAFF NOTE: INFORMATIONAL DRAWING (SITE HISTORY)





LOCATIION MAP
N.T.S.

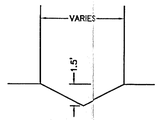
NORTH 1"=50'

DESCRIPTION:

PARCEL 1:
THE EAST 235.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. (CONTAINING 3.60 ACRES)

1. PROJECT AREA . . . . . 3.60 ACRES
2. EXISTING GAS SALES & SERVICE BUILDING . . . . . 20,000 S.F.
3. EXISTING WAREHOUSE & STORAGE BUILDING . . . . . 20,000 S.F.
4. MINI-WAREHOUSES/STORAGE BUILDINGS . . . 53,937 S.F.
5. MINI-WAREHOUSES/STORAGE BUILDING . . . 10,800 S.F.
6. PROPOSED MINI-WAREHOUSES — 10,500 S.F.
7. PROPOSED BUILDING — 19,200 S.F
8. ZONING M-2
9. PAVING . . . . . 1" TYPE III ASAPHALT
   6" LIMEROCK COMPACTED 95% COMPACTED SUBGRADE (EXISTING SOIL)
   OR
   5" CONCRETE @ 3000 P.S.I.
10. PROJECT IS NOT IN 100 YEAR FLOOD ZONE
11. AREA WEST OF PARCEL 1 IS IN THE CITY OF MT. DORA.
12. THE CITY OF MT. DORA (WITH FIRE PROTECTION)
13. SEWAGE DISPOSAL IS VIA ON SITE SYSTEM (SEPTIC TANKS)

LEGEND:
—72— EXIST. CONTOURS
—72— PROP. CONTOURS



SEED AND MULCH

SECTION A—A
N.T.S.

EROSION & SEDIMENT CONTROL

Prior to initiating construction of planned improvements, all DRA's will be excavated and rough graded to provide sediment and runoff control during construction.

All disturbed areas will be brought to final grade and seeded and mulched as soon as possible.

Areas which may erode due to slopes or concentrated runoff during construction will be treated. Temporary slope drain protection will be provided per DOT Road Design Standard Index No. 100.

Off site discharge of untreated stormwater will be prevented using temporary berms and dikes where needed.

Baled hay and straw barriers will be provided along jurisdictional wetlands and streams of other surface waters. Devices consistent with DOT Road Design Standard Index No. 102 will be used.

Turbidity barriers, if required, will be used and will conform to DOT Index No. 103.

Upon completion of site improvements, the DRA's, swales, and other stormwater management devices will be final graded and sodded as specified in the approved construction plans.

ROUTINE MAINTENANCE — STORMWATER

After completion of construction, DRA's will be mowed and maintained as part of the normal lawn and open space maintenance.

Trash and debris that accumulates within the DRA's, swales, pipes, and inlets will be manually collected and disposed of with other normal solid waste.

Any erosion, loss of grass, etc., will be repaired or replaced routinely and as needed.

Pipes, inlets, flumes, and other control devices will be inspected annually and repairs made as needed.

KENNETH R. WICKS P.E. FL. REG. NO. 33274
DATE: 6-28-92

W C S WICKS CONSULTING SERVICES, INC.
(352) 343-8567 223 West Main Street Tavares, Florida 32778-3809
Environmental, Sanitary & Water & Resources Engineering
Certificate of authorization # 000004071

JAMES C. HARRIS JR.
P.O. BOX 987
MT. DORA, FLORIDA 32757
(352) 336-2322

JAMES C. HARRIS JR.
SITE PLAN

Drawn: tlr	REVISION:	DATE:
Checked: tw	BLDG	6-28-92
Date: 5-31-90		
Scale: 1"=50'		
File No.: 05109-01		Sheet: 1 Of: 1

RECEIVED
By Whitney Scott at 8:07 am, Nov 07, 2023

CITY OF MOUNT DORA

FLUM23-05SM

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
E-mail: plandev@cityofmountdora.com

FUTURE LAND USE MAP AMENDMENT SMALL-SCALE (50 ACRES OR LESS) APPLICATION

Date : 11/01 2023 Project Name: My Place Mt Dora Expansion

1. Applicant's Name: Kyle Hoy
   Company's Name: Farmer Development
   Address: 124 N Grand Ave
   City, State & Zip: Fowlerville MI 48836
   Phone: 810-844-1544 E-mail: Khoy@farmerdevelopment.com

2. Owner's Name: SAF NOA US 441 LLC
   Company's Name: MyPlace Self Storage
   Address: 9718 Chestnut Ridge Dr
   City, State & Zip: Windermere FL 34786
   Phone: 321-399-0254 E-mail: KCleary@myplaceselfstorage.com

3. The property generally located and list adjacent streets: Robie Ave & Stonybrook Hills Pkwy

4. The address(s) of the property: 21901 Hwy 441 Mt Dora FL 32757

5. Size of property in Acres: 1.4 Square Feet: 60,984

6. Current Zoning District: outside of city limits, orange County

7. Requested Zoning District: WP-2
   (Separate application required for change in zoning district)

8. Future Land Use Category : Outside of city limits

9. Requested Future Land Use Category: Industrial

10. Present use and structures on the property (list number of residential dwelling units):

Vacant Commercial land

11. Building Size Existing: 0 Proposed: 0

12. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	Mt Dora	Ind	WP1	industrial
South	Orange County	LM		out of city limits
East	Mt Dora	MU-1	PUD	mix use
West	Mt Dora	Rec	GB	recreational

(districts/categories may be abbreviated)

13. Present use and structures on the property (list number of residential dwelling units):

Vacant Commercial land

14. Proposed use of property: Vacant Commercial land

15. List the specific Comprehensive Plan Policy that allows proposed use:

Future Land use 4c

16. State the reason for this request: Land is needed to meet requirements for FAR/ISR for future expansion project

17. Describe changed condition justifying the amendment: site expansion will require the three parcels to be considered green space in the FAR/ISR.

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan: Yes, Annexation would allow owners to invest and update their site as well as meeting the demand for public needs.

19. Describe the extent to which the proposed amendment is compatible with existing land uses: Annex parcels are abutting to current parcel zoned industrial.

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: land to remain untouched and should not have any impact

ATTACHMENT #2

21. Describe the extent of environmental impacts on the resources of proposed amendment:

land to remain untouched and should not have any impact

22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern: Approve amendment would allow us to seek Site plan approval on our current application to the go straight into development.

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Former Development, Kyle Hay, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.

Signature of Applicant

Kyle Hay
Print or Type Name

STATE OF ~~FLORIDA~~ MI
COUNTY OF ~~LAKE~~ LIVINGSTON
~~CITY OF MOUNT DORA~~

The foregoing instrument was acknowledged before me this 6th day of NOVEMBER 2023 by Kyle Hay who is ~~personally known~~ to me or who has produced _____ as identification and who did_____ or did not _____ take an oath.

SEAL:

ADRIENNE O'DOHERTY
County of Livingston
NOTARY PUBLIC
Expires 11-10-2027
STATE OF MICHIGAN

Notary Public

Adrienne O'Doherty
Print or Type Name

CITY OF MOUNT DORA
PLANNING AND DEVELOPMENT

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
PlanDev@cityofmountdora.com

AGENT AUTHORIZATION

I/we, (*Property Owner Name(s)*) SAF NOB US 441 LLC, as the owner(s) of the real property described as follows, (*Address, Parcel ID or Alternate Key Number of subject property*) 21901 Hwy 441, Mt Dora FL 32757, do hereby authorize (*Agent/Applicant*) Farmer Development, Dave Breeding, Kyle Hall to act as my/our Agent, to execute any petitions/applications or other documents necessary to affect the request for (*Application Type*) Annexation, Future Land Use Amendment, Rezoning Application, and to appear on my/our behalf before any administrative, legislative or quasi-judicial body in the City pertaining to the application described above and to act in all respects as my/our Agent in matters pertaining to the application and City process.

Printed Name of Property Owner	Signature of Property Owner	Date
KURT O'BRIEN		11/6/23

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6th day of November, 2023, by Kurt O'Brien.

Personally known OR Produced Identification
Type of Identification Produced:_____

Notary Public State of Florida
Carol E. Griffith
My Commission HH 372524
Expires 3/13/2027

Carol E Griffith
Notary Signature

Note: All applications shall be signed by the Owner(s) of the property, or the Agent as duly authorized herein by the Owner(s).

Last Rev. 10-2023

SECTION 33 - TOWNSHIP 19 SOUTH - RANGE 27 EAST
LAKE COUNTY - FLORIDA



Legend of Symbols & Abbreviations

AC AIR CONDITIONER
BACKFLOW PREVENTER
BENCHMARK
BOLLARD
CENTER LINE
CO CLEANOUT
COVERED AREA
DRAINAGE MANHOLE
ELECTRIC BOX
FDC FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
GAS PUMP
GAS VALVE
GUY ANCHOR
GRATE INLET
HANDICAP PARKING
LID (METAL)
LIGHT POLE
MITERED END SECTION
MW MONITORING WELL
PAINT MARK
RECLAIMED WATER METER
RW RECLAIMED WATER VALVE
SEWER VALVE
SANITARY MANHOLE
SIGN
x 35.7' SPOT ELEVATION
STREET LIGHT BOX
TELEPHONE BOX
TRAFFIC SIGNAL BOX
TRANSFORMER
UTILITY POLE
UTILITY RISER
VERIZON BOX
WATER METER
WATER VALVE
WELL
YD YARD DRAIN
YARD LIGHT
NOT TO SCALE

GENERAL:
(C) CALCULATED
(F) FIELD
(L) LEGAL DESCRIPTION
(M) MEASURED
(P) PLAT
ASP ASPHALT
BC BUILDING CORNER
BWF BARBED-WIRE FENCE
CB CHORD BEARING
CCR CERTIFIED CORNER RECORD
CONC CONCRETE
CLF CHAIN LINK FENCE
COV COVERED
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
EOP EDGE OF PAVEMENT
EOW EDGE OF WATER
EL ELEVATION
EM ELECTRIC METER
FCG F-TYPE CURB & GUTTER
FCIP FOUND CAPPED IRON PIPE
FCIR FOUND CAPPED IRON ROD
FCM FOUND CONCRETE MONUMENT
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
FFE FINISHED FLOOR ELEVATION
FIP FOUND IRON PIPE
FIR FOUND IRON ROD
FNR FOUND NAIL & DISC
FPIP FOUND PERFORATED IRON PIPE
FRRS FOUND RAILROAD SPIKE
FX FOUND X-CUT IN CONCRETE
GFFE GARAGE FINISHED FLOOR ELEVATION
LB LICENSED BUSINESS
MES MITERED END SECTION
NAIL SET NAIL & DISK
O/A OVERALL
OHL OVERHEAD UTILITY LINE
ORB OFFICIAL RECORDS BOOK
PA PROPERTY APPRAISER
PB PLAT BOOK
PC POINT OF CURVATURE
PCP PERMANENT CONTROL POINT
PG PAGE
PLS PROFESSIONAL LAND SURVEYOR
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR AND MAPPER
PT POINT OF TANGENCY
R/S REGISTERED LAND SURVEYOR
R/W RIGHT-OF-WAY
SCIR SET CAPPED IRON ROD (1/2" LB 8207
S.F. SQUARE FEET
SND SET NAIL & DISK (LB 8207)
S/W SIDEWALK
TBM TEMPORARY BENCHMARK
TOB TOP OF BANK
TOS TOP OF SLOPE
TWP 2 TREES
TYP TYPICAL
TWN 2 TREES
UNK UNKNOWN
VLT VAULT
WC WITNESS CORNER
WF WOOD FENCE
ASL AS SURVEYED LEGAL
PE PERIMETER LEGAL
A/K/A ALSO KNOWN AS
CONCRETE

TREE LEGEND:
OAK
PINE
PALM
OTHER/ UNKNOWN

ALTA\NSPS LAND TITLE SURVEY

JOB #:23049965
DRAWN BY: EHT/AMB
REVIEWED BY: JMD/JSM
BOOK:171 PAGE: 42

PREPARED BY:

TERMINUS SURVEYING LLC.
2752 Jason Street
Tampa, Florida 33619
(813) 681-4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com

COPYRIGHT 2022 BY TERMINUS SURVEYING, LLC. LICENSE BUSINESS 8207

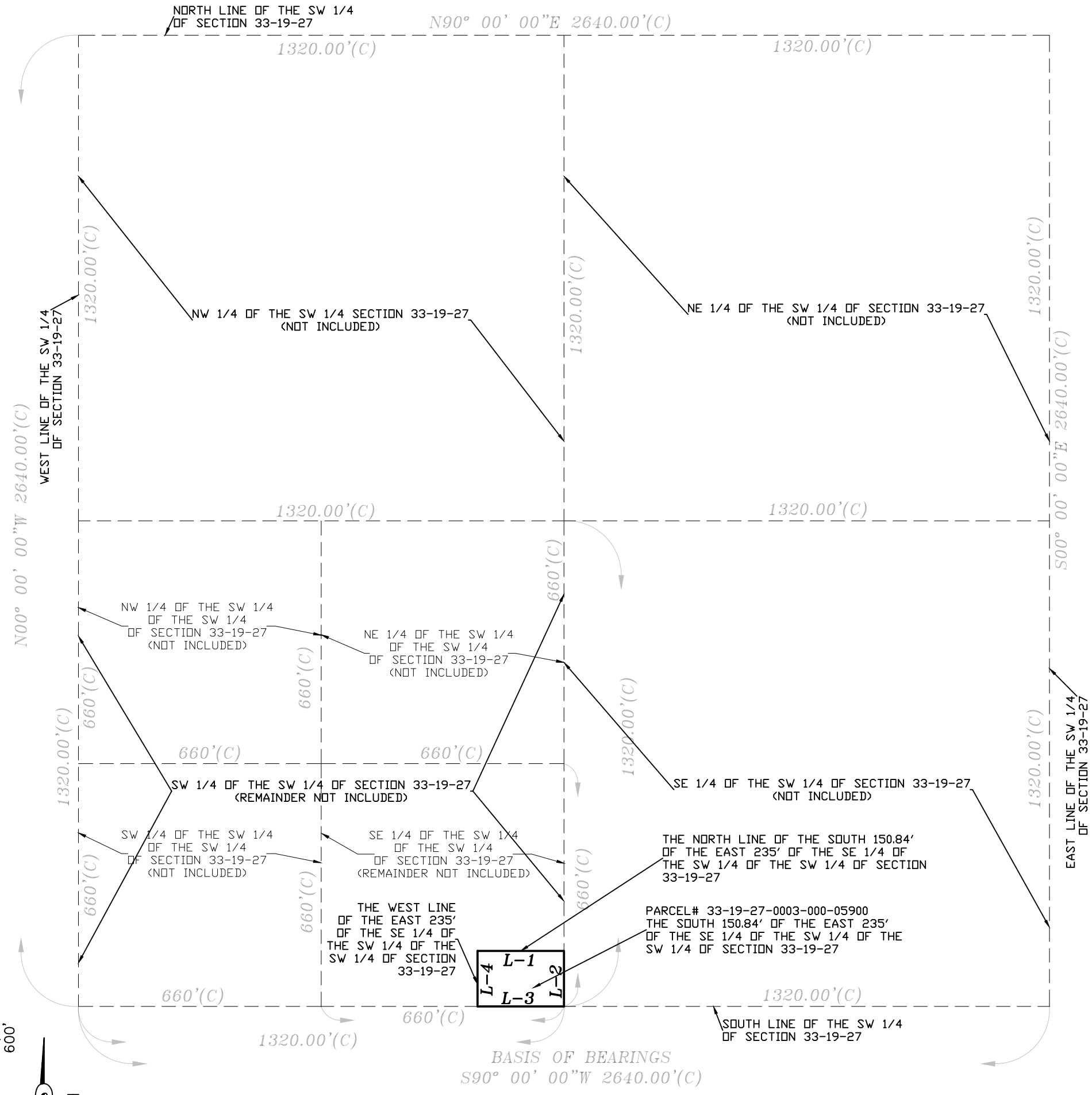
SHEET 3 OF 3
NOT VALID WITHOUT SHEET 1, 2 OF 3

SECTION 33 – TOWNSHIP 19 SOUTH – RANGE 27 EAST
LAKE COUNTY – FLORIDA

LEGAL DESCRIPTION SKETCH

ADDRESS:
NO PHYSICAL ADDRESS
PARCEL# 33-19-27-0003-000-05900
US 441, MOUNT DORA, FLORIDA 32752

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 33-19-27. SAID LINE BEARS S90° 00' 00"W, PER LEGAL.



LINE DATA:

L-1: N90° 00' 00"W 235.00'(L)

L-2: S00° 00' 00"E 150.84'(L)

L-3: S90° 00' 00"E 235.00'(L)

L-4: N00° 00' 00"W 150.84'(L)

LEGAL DESCRIPTION:
(DRAINAGE EASEMENT CONTAINED IN ORB 1361, PG 393)

THE SOUTH 150.84 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

LEGEND (NOT TO SCALE)

(C)	CALCULATED	FCIR	FOUND CAPPED IRON ROD	PB	PLAT BOOK
(F)	FIELD	FCM	FOUND CONCRETE MONUMENT	PC	POINT OF CURVATURE
(L)	LEGAL DESCRIPTION	FFE	FINISHED FLOOR ELEVATION	PCP	PERMANENT CONTROL POINT
(M)	MEASURED	FIP	FOUND IRON PIPE	PG	PAGE
(P)	PLAT	FIR	FIND IRON ROD	PLS	PROFESSIONAL LAND SURVEYOR
ASP	ASPHALT	FND	FOUND NAIL & DISC	POB	POINT OF BEGINNING
BC	BUILDING CORNER	FPP	FOUND (PINCHED) IRON PIPE	POC	POINT OF COMMENCEMENT
BWF	BARBED-WIRE FENCE	FRRS	FOUND RAILROAD SPIKE	PRM	PERMANENT REFERENCE MONUMENT
CB	CHORD BEARING	FX	FOUND X-CUT IN CONCRETE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
CCR	CERTIFIED CORNER RECORD	GFFE	GARAGE FINISHED FLOOR ELEVATION	PVCF	VINYL FENCE
CLF	CHAIN LINK FENCE	ILL	ILLEGIBLE	RLS	REGISTERED LAND SURVEYOR
CONC	CONCRETE	LB	LICENSED BUSINESS	R/W	RIGHT-OF-WAY
COV	COVERED	MES	MITERED END SECTION	SCIR	SET CAPPED IRON ROD (1/2" LB 8207)
D/W	DRIVEWAY	NCFS	NO CORNER FOUND OR SET	SND	SET NAIL & DISK (LB 8207)
EL	ELEVATION	O/A	OVERALL	S/W	SIDEWALK
EOP	EDGE OF PAVEMENT	ORB	OFFICIAL RECORDS BOOK		
EOW	EDGE OF WATER	OHL	OVERHEAD UTILITY LINE		
FCG	F-TYPE CURB & GUTTER				
FCIP	FOUND CAPPED IRON PIPE				

GENERAL NOTES:

1. THIS IS NOT A "BOUNDARY SURVEY".
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
7. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
8. ALL MEASUREMENTS ARE IN FEET AND TENTHS, UNLESS OTHERWISE NOTED.

TERMINUS SURVEYING

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. THE SEAL AND UNIQUE SIGNATURE APPEARING ON THIS DOCUMENT IS AUTHORIZED BY MICHAEL P. MOONEYPSM 3930 AND IS COMPLIANT WITH 5J-17.062 OF THE FLORIDA ADMINISTRATIVE CODE.

MICHAEL P. MOONEY DATE
Professional Surveyor & Mapper
FLORIDA REGISTRATION #3930
Survey not valid without the electronic signature and seal of a Florida Surveyor & Mapper

CERTIFIED TO:

- FARMER DEVELOPMENT INC

JOB INFORMATION:

DRAFTER: EHT
DRAWING DATE: 11/21/2023
CHECKED BY: JSM
JOB# 23050443
REVISIONS
-
-
-

TERMINUS SURVEYING LLC.
2752 JASON STREET
TAMPA, FLORIDA 33619
(813) 681-4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com

COPYRIGHT 2023 BY TERMINUS SURVEYING, LLC CERTIFICATE OF AUTHORIZATION: LB #8207

TERMINUS SURVEYING

SECTION 33 – TOWNSHIP 19 SOUTH – RANGE 27 EAST
LAKE COUNTY – FLORIDA

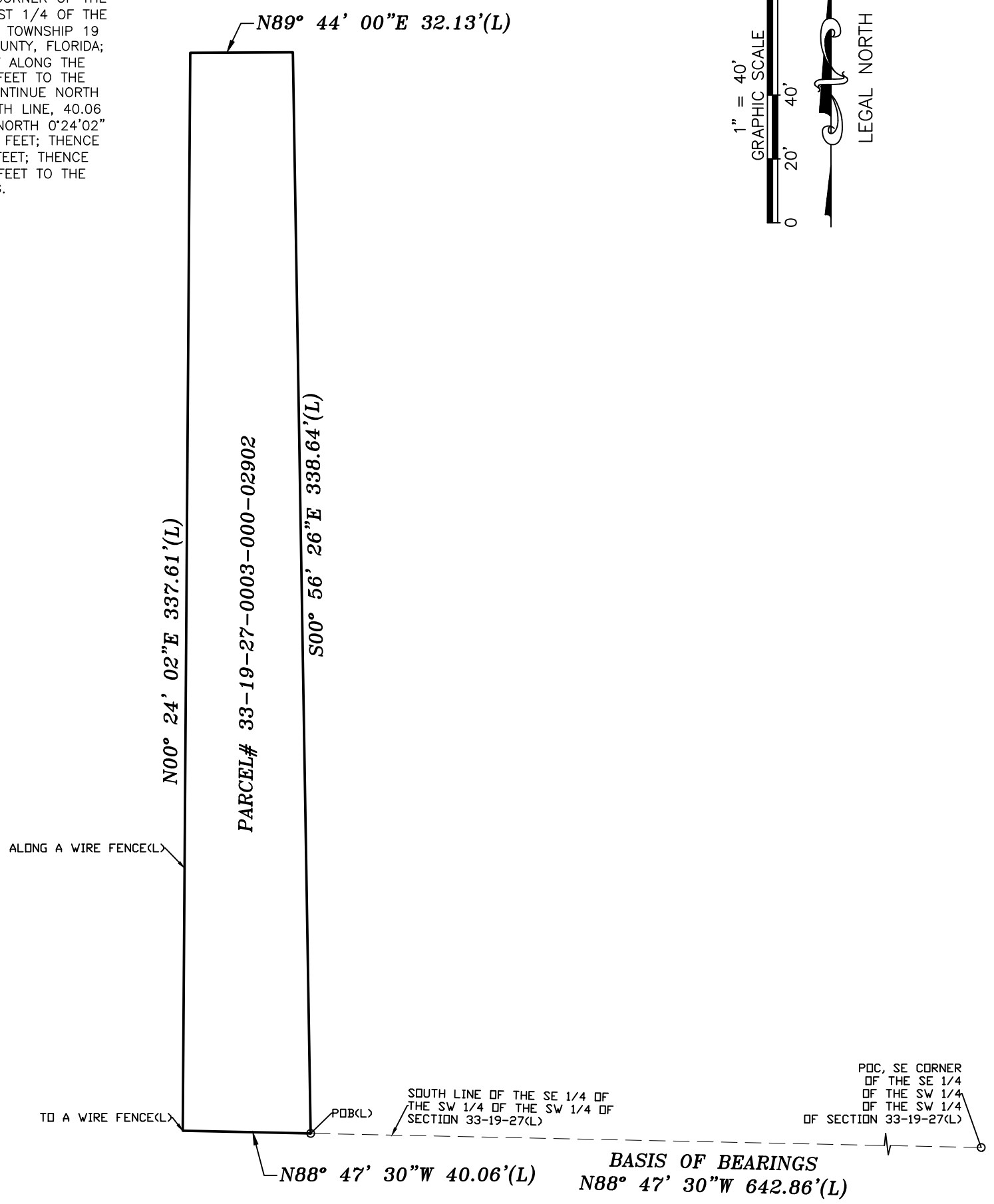
BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 33–19–27. SAID LINE BEARS N88° 47' 30"W, PER LEGAL.

LEGAL DESCRIPTION SKETCH

ADDRESS:
NO PHYSICAL ADDRESS
PARCEL# 33–19–27–0003–000–02902
US 441, MOUNT DORA, FLORIDA 32752

LEGAL DESCRIPTION:
(ORB 2551, PG 1246)

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°47'30" WEST ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST ALONG SAID FENCE, 337.61 FEET; THENCE NORTH 89°44'00" EAST, 32.13 FEET; THENCE SOUTH 0°56'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING.



LEGEND (NOT TO SCALE)

(C)	CALCULATED	FCIR	FOUND CAPPED IRON ROD	PB	PLAT BOOK
(F)	FIELD	FCM	FOUND CONCRETE MONUMENT	PC	POINT OF CURVATURE
(L)	LEGAL DESCRIPTION	FFE	FINISHED FLOOR ELEVATION	PCP	PERMANENT CONTROL POINT
(M)	MEASURED	FIP	FOUND IRON PIPE	PG	PAGE
(P)	PLAT	FIR	FIND IRON ROD	PLS	PROFESSIONAL LAND SURVEYOR
ASP	ASPHALT	FND	FOUND NAIL & DISC	POB	POINT OF BEGINNING
BC	BUILDING CORNER	FPP	FOUND (PINCHED) IRON PIPE	POC	POINT OF COMMENCEMENT
BWF	BARBED–WIRE FENCE	FRRS	FOUND RAILROAD SPIKE	PRM	PERMANENT REFERENCE MONUMENT
CB	CHORD BEARING	FX	FOUND X–CUT IN CONCRETE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
CCR	CERTIFIED CORNER RECORD	GFFE	GARAGE FINISHED FLOOR ELEVATION	PVCF	VINYL FENCE
CLF	CHAIN LINK FENCE	ILL	ILLEGIBLE	RLS	REGISTERED LAND SURVEYOR
CONC	CONCRETE	LB	LICENSED BUSINESS	R/W	RIGHT–OF–WAY
COV	COVERED	MES	MITERED END SECTION	SCIR	SET CAPPED IRON ROD (1/2" LB 8207)
D/W	DRIVEWAY	NCFS	NO CORNER FOUND OR SET	SND	SET NAIL & DISK (LB 8207)
EL	ELEVATION	O/A	OVERALL	S/W	SIDEWALK
EOP	EDGE OF PAVEMENT	ORB	OFFICIAL RECORDS BOOK		
EOW	EDGE OF WATER	OHL	OVERHEAD UTILITY LINE		
FCG	F–TYPE CURB & GUTTER				
FCIP	FOUND CAPPED IRON PIPE				

GENERAL NOTES:
1. THIS IS NOT A "BOUNDARY SURVEY".
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
7. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
8. ALL MEASUREMENTS ARE IN FEET AND TENTHS, UNLESS OTHERWISE NOTED.

TERMINUS SURVEYING

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. THE SEAL AND UNIQUE SIGNATURE APPEARING ON THIS DOCUMENT IS AUTHORIZED BY MICHAEL P. MOONEYPSM 3930 AND IS COMPLIANT WITH 5J–17.062 OF THE FLORIDA ADMINISTRATIVE CODE.

MICHAEL P. MOONEY DATE
Professional Surveyor & Mapper
FLORIDA REGISTRATION #3930
Survey not valid without the electronic signature and seal of a Florida Surveyor & Mapper

CERTIFIED TO:
– FARMER DEVELOPMENT INC

TERMINUS SURVEYING LLC.
2752 JASON STREET
TAMPA, FLORIDA 33619
(813) 681–4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com

COPYRIGHT 2023 BY TERMINUS SURVEYING, LLC CERTIFICATE OF AUTHORIZATION: LB #8207

JOB INFORMATION:

DRAFTER: EHT
DRAWING DATE: 11/21/2023
CHECKED BY: JSM
JOB# 23050443
REVISIONS
–
–
–

TERMINUS SURVEYING

SECTION 33 – TOWNSHIP 19 SOUTH – RANGE 27 EAST
LAKE COUNTY – FLORIDA

BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 33–19–27. SAID LINE BEARS S88° 47' 30"E, PER LEGAL.

LEGAL DESCRIPTION SKETCH

ADDRESS:
NO PHYSICAL ADDRESS
PARCEL# 33–19–27–0003–000–04700
US 441, MOUNT DORA, FLORIDA 32752

LEGAL DESCRIPTION:
(ORB 4211, PG 2299)

FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500 SAID POINT BEING THE POINT OF BEGINNING, RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST 4.93 FEET, NORTH 87°08'35" WEST 51.64 FEET, NORTH 0°38'35" WEST 325.46 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 89°44'00" EAST 260.21 FEET, THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 33, THENCE NORTH 88°47'30" WEST ALONG THE SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 210.83 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY THEREOF, LESS THE NORTH 275.00 FEET OF THE ABOVE–DESCRIBED PROPERTY; AND LESS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°47'30" WEST, ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST, ALONG SAID FENCE 337.61 FEET; THENCE NORTH 89°44'00" EAST, 32.13 FEET; THENCE SOUTH 0°56'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING.

LINE DATA:

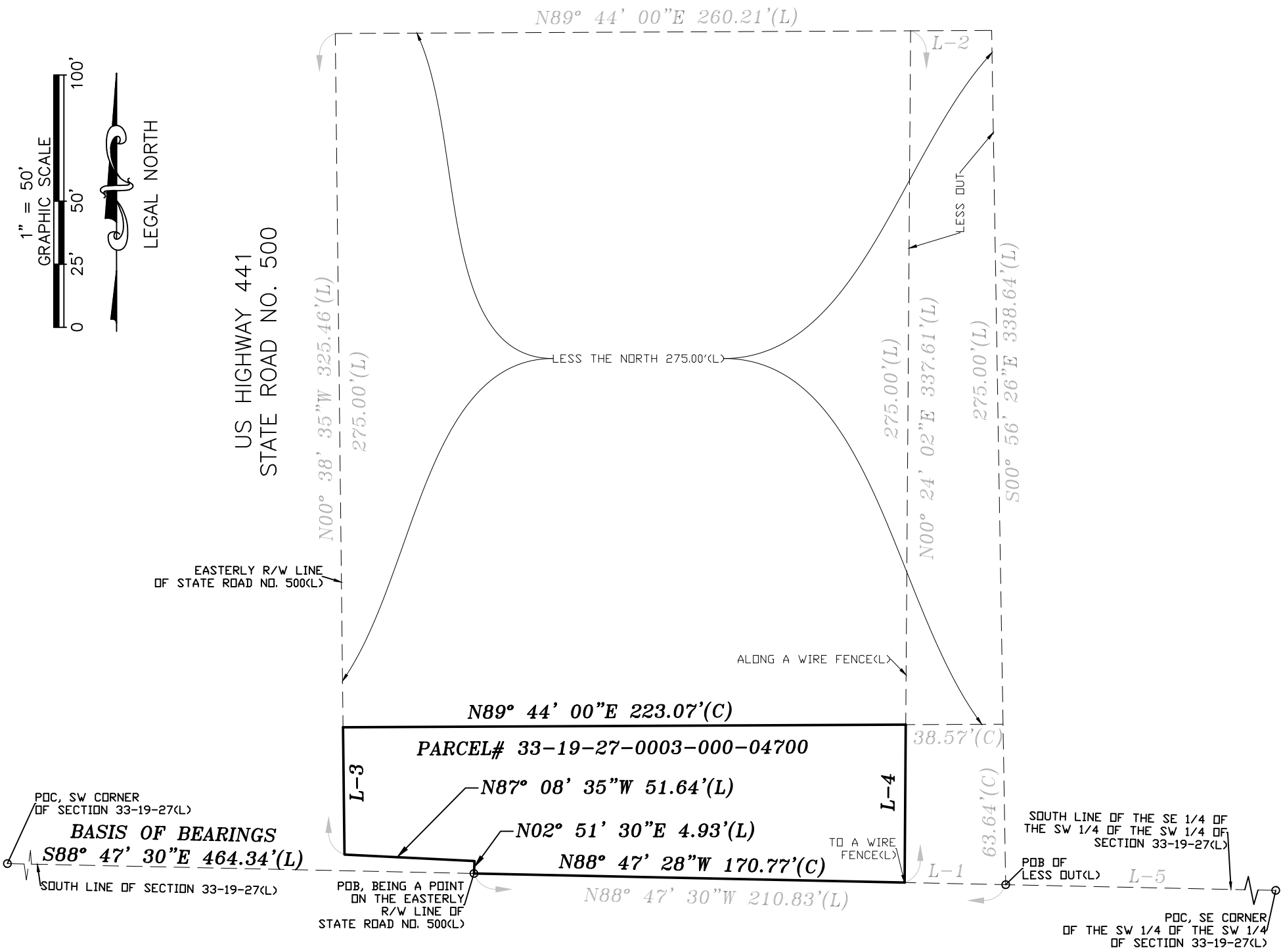
L–1: N88° 47' 30"W 40.06'(L)

L–2: N89° 44' 00"E 32.13'(L)

L–3: N00° 38' 35"W 50.46'(C)

L–4: N00° 24' 02"E 62.61'(C)

L–5: N88° 47' 30"W 642.86'(L)



LEGEND (NOT TO SCALE)

(C)	CALCULATED	FCIR	FOUND CAPPED IRON ROD	PB	PLAT BOOK
(F)	FIELD	FCM	FOUND CONCRETE MONUMENT	PC	POINT OF CURVATURE
(L)	LEGAL DESCRIPTION	FFE	FINISHED FLOOR ELEVATION	PCP	PERMANENT CONTROL POINT
(M)	MEASURED	FIP	FOUND IRON PIPE	PG	PAGE
(P)	PLAT	FIR	FIND IRON ROD	PLS	PROFESSIONAL LAND SURVEYOR
ASP	ASPHALT	FND	FOUND NAIL & DISC	POB	POINT OF BEGINNING
BC	BUILDING CORNER	FPP	FOUND (PINCHED) IRON PIPE	POC	POINT OF COMMENCEMENT
BWF	BARBED–WIRE FENCE	FRRS	FOUND RAILROAD SPIKE	PRM	PERMANENT REFERENCE MONUMENT
CB	CHORD BEARING	FX	FOUND X–CUT IN CONCRETE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
COR	CERTIFIED CORNER RECORD	GFFE	GARAGE FINISHED FLOOR ELEVATION	PVCF	VINYL FENCE
CLF	CHAIN LINK FENCE	ILL	ILLEGIBLE	RLS	REGISTERED LAND SURVEYOR
CONC	CONCRETE	LB	LICENSED BUSINESS	R/W	RIGHT–OF–WAY
COV	COVERED	MES	MITERED END SECTION	SCIR	SET CAPPED IRON ROD (1/2" LB 8207)
D/W	DRIVEWAY	NCFS	NO CORNER FOUND OR SET	SND	SET NAIL & DISK (LB 8207)
EL	ELEVATION	O/A	OVERALL	S/W	SIDEWALK
EOP	EDGE OF PAVEMENT	ORB	OFFICIAL RECORDS BOOK		
EOW	EDGE OF WATER	OHL	OVERHEAD UTILITY LINE		
FCG	F–TYPE CURB & GUTTER				
FCIP	FOUND CAPPED IRON PIPE				

GENERAL NOTES:

1. THIS IS NOT A "BOUNDARY SURVEY".
2. THE PURPOSE OF THIS SKETCH IS TO SHOW THE PERIMETER BOUNDARY LINES OF THE LAND OR LANDS DESCRIBED IN THE LEGAL DESCRIPTION AS SHOWN HEREON.
3. THE SKETCH AS SHOWN HEREON, WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THE UNDERSIGNED AND TERMINUS SURVEYING LLC, MAKES NO GUARANTEES OR REPRESENTATIONS REGARDING EASEMENTS, CLAIMS OF BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR ANY OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE PUBLIC RECORDS OF THE LOCAL COUNTY COURTHOUSE.
4. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
7. THIS SKETCH DOES NOT DEPICT OWNERSHIP.
8. ALL MEASUREMENTS ARE IN FEET AND TENTHS, UNLESS OTHERWISE NOTED.

TERMINUS SURVEYING

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. THE SEAL AND UNIQUE SIGNATURE APPEARING ON THIS DOCUMENT IS AUTHORIZED BY MICHAEL P. MOONEYPSM 3930 AND IS COMPLIANT WITH 5J–17.062 OF THE FLORIDA ADMINISTRATIVE CODE.

MICHAEL P. MOONEY DATE
Professional Surveyor & Mapper
FLORIDA REGISTRATION #3930
Survey not valid without the electronic signature and seal of a Florida Surveyor & Mapper

CERTIFIED TO:

– FARMER DEVELOPMENT INC

TERMINUS SURVEYING LLC.

2752 JASON STREET
TAMPA, FLORIDA 33619

(813) 681–4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com

COPYRIGHT 2023 BY TERMINUS SURVEYING, LLC CERTIFICATE OF AUTHORIZATION: LB #8207

JOB INFORMATION:

DRAFTER: EHT
DRAWING DATE: 11/21/2023
CHECKED BY: JSM
JOB# 23050443
REVISIONS
–
–
–

TERMINUS SURVEYING

PROPERTY RECORD CARD

General Information

Name:	SAF NOB US 441 LLC	**Alternate Key:**	2921757
Mailing Address:	9718 CHESTNUT RIDGE DR WINDERMERE, FL 34786 *Update Mailing Address*	**Parcel Number:**	33-19-27-0003-000-02902
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	US HWY 441 MOUNT DORA FL, 32757	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	FROM SE COR OF SE 1/4 OF SW 1/4 OF SW 1/4, RUN N 88-47-30 W 682.92 FT FOR POB, RUN N 0-24-02 E 337.61 FT, N 89-44-0 E 32.13 FT, S 0-56-26 E 338.64 FT TO S LINE OF SEC, N 88-47-30 W TO POB ORB 5951 PG 236 ORB 6013 PG 1633		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		0.310	Acre	$0.00	$20,631.00

Click here for Zoning Info Map **FEMA Flood**

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5951 / 236	04/2022	Warranty Deed	Qualified	Vacant	$10,280,000.00
6013 / 1633	04/2022	Warranty Deed	Unqualified	Vacant	$0.00
2551 / 1246	04/2004	Quit Claim Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$20,631	$20,631	$20,631	5.0364	$103.91
SCHOOL BOARD STATE	$20,631	$20,631	$20,631	3.2080	$66.18
SCHOOL BOARD LOCAL	$20,631	$20,631	$20,631	2.9980	$61.85
LAKE COUNTY WATER AUTHORITY	$20,631	$20,631	$20,631	0.2940	$6.07
NORTH LAKE HOSPITAL DIST	$20,631	$20,631	$20,631	0.1500	$3.09
ST JOHNS RIVER FL WATER MGMT DIST	$20,631	$20,631	$20,631	0.1793	$3.70
LAKE COUNTY MSTU STORMWATER	$20,631	$20,631	$20,631	0.4957	$10.23
LAKE COUNTY MSTU AMBULANCE	$20,631	$20,631	$20,631	0.4629	$9.55
LAKE COUNTY VOTED DEBT SERVICE	$20,631	$20,631	$20,631	0.0918	$1.89
LAKE COUNTY MSTU FIRE	$20,631	$20,631	$20,631	0.5138	$10.60
				Total: 13.4299	**Total:** $277.07

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	*Learn More*	*View the Law*
Additional Homestead Exemption (up to an additional $25,000)	*Learn More*	*View the Law*
Limited Income Senior Exemption (applied to county millage - up to $50,000)	*Learn More*	*View the Law*
Limited Income Senior Exemption (applied to city millage - up to $25,000)	*Learn More*	*View the Law*
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	*Learn More*	*View the Law*
Widow / Widower Exemption (up to $5,000)	*Learn More*	*View the Law*
Blind Exemption (up to $500)	*Learn More*	*View the Law*
Disability Exemption (up to $5,000)	*Learn More*	*View the Law*
Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
Veteran's Disability Exemption ($5,000)	*Learn More*	*View the Law*
Veteran's Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
Veteran's Combat Related Disability Exemption (amount varies)	*Learn More*	*View the Law*
Deployed Servicemember Exemption (amount varies)	*Learn More*	*View the Law*
First Responder Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
Surviving Spouse of First Responder Exemption (amount varies)	*Learn More*	*View the Law*
Conservation Exemption (amount varies)	*Learn More*	*View the Law*
Tangible Personal Property Exemption (up to $25,000)	*Learn More*	*View the Law*
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	*Learn More*	*View the Law*
Economic Development Exemption	*Learn More*	*View the Law*
Government Exemption (amount varies)	*Learn More*	*View the Law*

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	SAF NOB US 441 LLC	**Alternate Key:**	3353421
Mailing Address:	9718 CHESTNUT RIDGE DR WINDERMERE, FL 34786 *Update Mailing Address*	**Parcel Number:**	33-19-27-0003-000-04700
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	US HWY 441 MOUNT DORA FL, 32757	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	FROM SW COR OF SEC RUN S 88-47-30 E ALONG S LINE OF SAID SEC TO A PT ON E'LY R/W LINE OF SR 500 FOR POB, RUN ALONG E'LY R/W LINE OF SAID SR 500 THE FOLLOWINNG COURSES & DISTANCES: N 02-51-30 E 4.93 FT, N 87-08-35 W 51.64 FT, N 0-38-35 W 325.46 FT, LEAVING SAID RW LINE RUN N 89-44-0 E 228.08 FT, S 0-24-02 E 337.61 FT TO A PT ON S LINE OF SEC, N 87-47-30 W ALONG SAID S LINE A DIST OF 170.77 FT TO POB--LESS N 275 FT-- ORB 5951 PG 236 ORB 6013 PG 1633		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		13500.000	Square Feet	$0.00	$19,765.00

Click here for Zoning Info **FEMA Flood Map**

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5951 / 236	04/2022	Warranty Deed	Qualified	Vacant	$10,280,000.00
6013 / 1633	04/2022	Warranty Deed	Unqualified	Vacant	$0.00
4211 / 2299	08/2012	Trustees Deed	Unqualified	Vacant	$100.00
1129 / 835	10/1991	Warranty Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$19,765	$19,765	$19,765	5.0364	$99.54
SCHOOL BOARD STATE	$19,765	$19,765	$19,765	3.2080	$63.41
SCHOOL BOARD LOCAL	$19,765	$19,765	$19,765	2.9980	$59.26
LAKE COUNTY WATER AUTHORITY	$19,765	$19,765	$19,765	0.2940	$5.81
NORTH LAKE HOSPITAL DIST	$19,765	$19,765	$19,765	0.1500	$2.96
ST JOHNS RIVER FL WATER MGMT DIST	$19,765	$19,765	$19,765	0.1793	$3.54
LAKE COUNTY MSTU STORMWATER	$19,765	$19,765	$19,765	0.4957	$9.80
LAKE COUNTY MSTU AMBULANCE	$19,765	$19,765	$19,765	0.4629	$9.15
LAKE COUNTY VOTED DEBT SERVICE	$19,765	$19,765	$19,765	0.0918	$1.81
LAKE COUNTY MSTU FIRE	$19,765	$19,765	$19,765	0.5138	$10.16
				Total: 13.4299	**Total:** $265.44

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to $5,000)	Learn More	View the Law
Blind Exemption (up to $500)	Learn More	View the Law
Disability Exemption (up to $5,000)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption ($5,000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	SAF NOB US 441 LLC	**Alternate Key:**	3853683
Mailing Address:	9718 CHESTNUT RIDGE DR WINDERMERE, FL 34786 *Update Mailing Address*	**Parcel Number:**	33-19-27-0003-000-05900
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	US HWY 441 MOUNT DORA FL, 32757	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	S 150.84 FT OF E 235 FT OF S 1/2 OF SW 1/4 OF SW 1/4 ORB 5951 PG 236 ORB 6013 PG 1633		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		0.810	Acre	$0.00	$9,801.00

Click here for Zoning Info Map **FEMA Flood**

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5951 / 236	04/2022	Warranty Deed	Qualified	Vacant	$10,280,000.00
6013 / 1633	04/2022	Warranty Deed	Unqualified	Vacant	$0.00
3932 / 2375	03/1999	Warranty Deed	Unqualified	Vacant	$100.00
1697 / 1	03/1999	Warranty Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$9,801	$9,801	$9,801	5.0364	$49.36
SCHOOL BOARD STATE	$9,801	$9,801	$9,801	3.2080	$31.44
SCHOOL BOARD LOCAL	$9,801	$9,801	$9,801	2.9980	$29.38
LAKE COUNTY WATER AUTHORITY	$9,801	$9,801	$9,801	0.2940	$2.88
NORTH LAKE HOSPITAL DIST	$9,801	$9,801	$9,801	0.1500	$1.47
ST JOHNS RIVER FL WATER MGMT DIST	$9,801	$9,801	$9,801	0.1793	$1.76
LAKE COUNTY MSTU STORMWATER	$9,801	$9,801	$9,801	0.4957	$4.86
LAKE COUNTY MSTU AMBULANCE	$9,801	$9,801	$9,801	0.4629	$4.54
LAKE COUNTY VOTED DEBT SERVICE	$9,801	$9,801	$9,801	0.0918	$0.90
LAKE COUNTY MSTU FIRE	$9,801	$9,801	$9,801	0.5138	$5.04
				Total: 13.4299	**Total:** $131.63

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to $5,000)	Learn More	View the Law
Blind Exemption (up to $500)	Learn More	View the Law
Disability Exemption (up to $5,000)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption ($5,000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

INSTRUMENT#: 2022063187 OR BK 5951 PG 236 PAGES: 10 5/5/2022 1:13:41 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $86.50 DEED DOC:$71960.00

This Instrument Prepared By:
Scott A. Gerken/mal
Stone & Gerken, P.A.
632 East Fifth Avenue
Mount Dora, FL 32757

SPECIAL WARRANTY DEED

This **Special Warranty Deed** made this **29th** day of **April, 2022** between **Harris Mini-Storage, Inc., a Florida corporation (As to Parcels B and D), and James C. Harris III, a married man, individually and as Trustee of the James C. Harris, III Revocable Trust under Agreement dated November 25, 1998 (As to Parcels A, C, and E)**, whose post office address is 21901 U.S. Highway 441, Mount Dora, FL 32757 (the "Grantor"), in the State aforesaid, for and in consideration of the sum of **TEN MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS and No/100ths Dollars ($10,280,000.00)** to the Grantor in hand paid at and before the sealing of these presents by SAF NOB US 441, LLC, a Delaware limited liability company, whose post office address is 9718 Chestnut Ridge Drive, Windermere, FL 34786 (the "Grantee"), in the State aforesaid, the receipt and sufficiency of which is hereby acknowledged, has, subject to the Permitted Exceptions (as defined herein), granted, bargained, sold and released, and by these presents does, subject to the Permitted Exceptions, grant, bargain, sell and release unto the Grantee, its successors and assigns, forever, the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE FOR A FULL AND
COMPLETE LEGAL DESCRIPTION OF THE PROPERTY
BEING CONVEYED (THE "PROPERTY" OR "PREMISES")

Grantor, James C. Harris, III, covenants and warrants that the above-described real property is not homestead property as defined by the Constitution and the Laws of the State of Florida.

THE PROPERTY IS HEREBY CONVEYED SUBJECT TO those certain matters being more particularly set forth and described in Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Exceptions").

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises, subject to the Permitted Exceptions, before mentioned unto the Grantee, its successors and assigns, forever.

AND, subject to the Permitted Exceptions, the Grantor does hereby bind itself, and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the Grantee, its successors and assigns, against the Grantor, and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, under or through the Grantor, but not otherwise.

ATTACHMENT #2

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed under its hand and seal as of the 29th day of April, 2022.

Signed, sealed, and delivered in our presence:

Print Name: Scott A. Gerken

Print Name: Mary A. Ludwig

Grantor:

Harris Mini-Storage, Inc., a Florida corporation

By: _____
James C. Harris, III, President

Signed, sealed, and delivered in our presence:

Print Name: Scott A. Gerken

Print Name: Mary A. Ludwig

James C. Harris, III Revocable Trust under Agreement dated November 25, 1998

By: _____
James C. Harris, III, Trustee

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization this 29th day of April, 2022, by James C. Harris, III, as President of Harris Mini-Storage, Inc., and as Trustee of the James C. Harris, III Revocable Trust under Agreement dated November 25, 1998. He is personally known to me or has produced _____ as identification.

MARY A. LUDWIG
Commission # HH 226008
Expires April 16, 2026

Mary A. Ludwig
Notary Public for Florida
My Commission Expires: April 16, 2026

EXHIBIT "A"
Legal Description

PARCEL A

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF 682.92 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST ALONG SAID WIRE FENCE 337.61 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 0°24'02" EAST (ACTUALLY NORTH 0°27'38" EAST) A DISTANCE OF 119.59 FEET, THENCE NORTH 89°06'47" EAST 224.26 FEET, THENCE SOUTH 0°57'30" EAST 133.46 FEET, THENCE SOUTH 73°46'10" WEST 41.35 FEET, THENCE SOUTH 88°51'07" WEST 187.93 FEET TO A POINT ON THE AFORESAID WIRE FENCE, THENCE NORTH 0°24'02" EAST (ACTUALLY NORTH 0°27'38" EAST) A DISTANCE OF 25.71 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN INGRESS AND EGRESS EASEMENT OVER THE WEST 50 FEET THEREOF. TOGETHER WITH A 22 FOOT INGRESS AND EGRESS EASEMENT OVER A STRIP OF LAND THAT IS BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE ABOVE DESCRIBED PROPERTY AND ON THE, NORTH BY A LINE, SAID LINE BEING 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 AND LYING 11 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF 682.92 FEET TO A WIRE FENCE, THENCE NORTH 0°24'02" EAST ALONG SAID WIRE FENCE AND THE NORTHERLY EXTENSION THEREOF 457.20 FEET, THENCE NORTH 89°06'47" EAST 22.29 FEET FOR A POINT OF BEGINNING; THENCE NORTH 04°36'02" WEST 175 FEET, MORE OR LESS, TO THE, POINT OF TERMINUS.

ALSO TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING TRACTS OF LAND:

1) THE NORTH 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500; RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500, THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST, 4.93 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 0°38'35" WEST 325.46 FEET FOR A POINT OF BEGINNING; CONTINUE NORTH 0°38'35" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 333.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°54'30" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42", EAST 327.69 FEET TO A POINT ON A LINE HAVING A BEARING OF NORTH 89°44'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°44'00" WEST 260.21 FEET TO SAID POINT OF BEGINNING.

2) THENCE NORTH 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD NO. 500, LESS THE EAST 235.00 FEET THEREOF AND LESS THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SAID SECTION 33 RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 413.10 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 FOR A POINT OF BEGINNING; THENCE RUN NORTH 0°38'35" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 665.78 FEET;

MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTH 88°54'30" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42" EAST 327.69 FEET; THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE NORTH 88°47'30" WEST, 262.07 FEET TO THE POINT OF BEGINNING.

3) THE WEST 40 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. LESS THE SOUTH 150.84 FEET THEREOF. ALSO AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH 88°54'30" WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 235.00 FEET; THENCE SOUTH 0°44'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE, SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 40 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT THAT IS NORTH 88°54'30" WEST A DISTANCE OF 50.00 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 88°54'30" EAST IN A STRAIGHT LINE 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441.

LESS:

FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 500, SAID POINT BEING THE POINT OF BEGINNING, RUN THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 500 AND THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST 4.93 FEET, NORTH 87°08'35" WEST 51.64 FEET, NORTH 0°38'35" WEST 325.46 FEET, THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN NORTH 89°44'00" EAST 260.21 FEET, THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 33, THENCE NORTH 88°47'30" WEST ALONG SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 210.83 FEET TO THE POINT OF BEGINNING.

LESS:

THE NORTH 281.56 FEET OF THE SOUTH 432.4 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

LESS:

THE NORTH 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD NO. 500, LESS THE EAST 235.00 FEET THEREOF AND LESS THE WEST 261.65 FEET THEREOF.

LESS:

THE WEST 30 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. LESS THE SOUTH 150.84 FEET THEREOF.

LESS:

FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH 88°54'30" WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 235 FEET; THENCE SOUTH 0°44'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 40 FEET FOR A POINT OF BEGINNING CONTINUE THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT THAT IS NORTH 88°54'30" WEST A DISTANCE OF 50 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 88°54'30" EAST IN A STRAIGHT LINE 50 FEET TO THE POINT OF BEGINNING.

LESS:

THE NORTH 60 FEET OF THE EAST 205 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

LESS:

THE SOUTH 174 FEET OF THE NORTH 234 OF THE EAST 205 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

LESS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF 682.92 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST ALONG SAID WIRE FENCE 337.06 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 0°24'02" EAST (ACTUALLY NORTH 0°27'38" EAST) A DISTANCE OF 119.59 FEET, THENCE NORTH 89°06'47" EAST 224.26 FEET, THENCE SOUTH 0°57'30" EAST 133.46 FEET, THENCE SOUTH 73°46'10" WEST 41.35 FEET, THENCE SOUTH 88°51'07" WEST 187.93 FEET TO A POINT ON THE AFORESAID WIRE FENCE, THENCE NORTH 0°24'02" EAST (ACTUALLY NORTH 0°27'38" EAST) A DISTANCE OF 25.71 FEET TO THE POINT OF BEGINNING.

PARCEL C:

THE SOUTH 1/2 OF THE FOLLOWING DESCRIBED PROPERTY: THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS THE EAST 235.00 FEET AND LESS THE NORTH 149 FEET THEREOF.

AND

THE WEST 15.00 FEET OF THE NORTH 480.96 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS RIGHT-OF-W AY FOR COUNTY ROAD 4-3780.

PARCEL D:

COMMENCING AT THE SOUTHEAST CORNER OF THE, SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°47'30" WEST ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST ALONG SAID FENCE, 337.61 FEET; THENCE NORTH 89°44'00" EAST, 32.13 FEET; THENCE SOUTH 0°56'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING.

PARCEL E:

FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500 SAID POINT BEING THE POINT OF BEGINNING, RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST 4.93 FEET, NORTH 87°08'35" WEST 51.64 FEET, NORTH 0°38'35" WEST 325.46 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 89°44'00" EAST 260.21 FEET, THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 33 THENCE NORTH 88°47'30" WEST ALONG THE SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 210.83 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY THEREOF, LESS THE NORTH 275.00 FEET OF THE ABOVE-DESCRIBED PROPERTY; AND LESS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°47'30" WEST, ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 0°24'02" EAST, ALONG SAID FENCE 337.61 FEET; THENCE NORTH 89°44'00" EAST, 32.13 FEET; THENCE SOUTH 0°56'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE CERTAIN NON-EXCLUSIVE PERPETUAL EASEMENTS FROM OFFICIAL RECORDS BOOK 1361, PAGE 0393, OFFICIAL RECORDS BOOK 1471, PAGE 75, AND OFFICIAL RECORDS BOOK 1778, PAGE 1249.

ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (Fee Simple):

PARCELS A, B, D, AND E PERIMETER:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ALSO BEING THE CERTIFIED CORNER OF RECORD 075690, THENCE S 89°42'17" E, A DISTANCE OF 464.34 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 441, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 01°56'43" E ALONG THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 441, A DISTANCE OF 4.93 FEET; THENCE N 88°03'22" W, A DISTANCE OF 51.64 FEET; THENCE N 01°33'22" W, A DISTANCE OF 50.45 FEET; THENCE N 88°48'26" E, A DISTANCE OF 221.65 FEET; THENCE N 00°30'43" W, A DISTANCE OF 274.97 FEET; THENCE S 88°49'13" W, A DISTANCE OF 227.58 FEET; THENCE N 01°43'03" W, A DISTANCE OF 334.55 FEET; THENCE S 89°51'04" E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 261.59 FEET; THENCE S 00°12'41" E, A DISTANCE OF 40.00 FEET; THENCE S 89°47'22" E, A DISTANCE OF 372.17 FEET; THENCE S 51°22'48" E, A DISTANCE OF 64.38 FEET; THENCE S 00°25'48" E, A DISTANCE OF 435.89 FEET; THENCE S 89°48'10" E, A DISTANCE OF 235.00 FEET; THENCE S 00°24'21" E, A DISTANCE OF 151.85 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST

1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, ; THENCE N 89°42'24" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, A DISTANCE OF 852.33 FEET TO THE POINT OF
BEGINNING.

PARCEL 2 (Easement):

AND TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING TRACTS OF LAND:

a) THE NORTH 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500; RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500, THE FOLLOWING COURSES AND DISTANCES: NORTH 02°51'30" EAST, 4.93 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 0°38'35" WEST 325.46 FEET FOR A POINT OF BEGINNING; CONTINUE NORTH 0°38'35" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 333.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, THENCE SOUTH 88°54'30" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42", EAST 327.69 FEET TO A POINT ON A LINE HAVING A BEARING OF NORTH 89°44'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°44'00" WEST 260.21 FEET TO SAID POINT OF BEGINNING.

b) THENCE NORTH 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF STATE ROAD NO. 500, LESS THE EAST 235.00 FEET THEREOF AND LESS THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHWEST CORNER OF SAID SECTION 33 RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 413.10 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 FOR A POINT OF BEGINNING; THENCE RUN NORTH 0°38'35" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 665.78 FEET; MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTH 88°54'30" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 0°24'42" EAST 327.69 FEET; THENCE SOUTH 0°56'26" EAST 338.64 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE NORTH 88°47'30" WEST, 262.07 FEET TO THE POINT OF BEGINNING.

c) THE WEST 40 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. LESS THE SOUTH 150.84 FEET THEREOF. ALSO AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE NORTH 88°54'30" WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 235.00 FEET; THENCE SOUTH 0°44'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE, SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 40 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT THAT IS NORTH 88°54'30" WEST A DISTANCE OF 50.00 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 88°54'30" EAST IN A STRAIGHT LINE 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (Easement):

TOGETHER WITH THOSE CERTAIN NON-EXCLUSIVE PERPETUAL EASEMENTS FROM OFFICIAL RECORDS BOOK 1361, PAGE 0393, OFFICIAL RECORDS BOOK 1471, PAGE 75, AND OFFICIAL RECORDS BOOK 1778, PAGE 1249.

PARCEL 4 (Fee Simple):

PARCEL C PERIMETER

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ALSO BEING THE CERTIFIED CORNER OF RECORD 075690, THENCE S 89°42'17" E, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 441, A DISTANCE OF 464.34 FEET; THENCE N 01°56'43" E ALONG THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 441, A DISTANCE OF 4.93 FEET; THENCE N 88°03'22" W, A DISTANCE OF 51.64 FEET; THENCE N 01°43'03" W, A DISTANCE OF 660.02 FEET; THENCE N 89°48'27" W DEPARTING THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 441 AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 261.59 FEET, TO THE POINT OF BEGINNING; THENCE N 00°12'41" W TO A POINT ON THE SOUTH R/W LINE OF ROBIE AVENUE (COUNTY ROAD 4-3780), A DISTANCE OF 634.76 FEET; THENCE S 89°58'25" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED RIGHT-OF-WAY, A DISTANCE OF 15.02 FEET; THENCE S 00°09'43" E DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 451.05 FEET; THENCE S 89°41' 17" E, A DISTANCE OF 408.34 FEET; THENCE S 00°05'07" W, A DISTANCE OF 182.90 FEET; THENCE N 89°48'27" W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 422.02 FEET TO THE POINT OF BEGINNING.

Parcel 5 (Easement):

TOGETHER WITH THOSE CERTAIN NON-EXCLUSIVE PERPETUAL EASEMENTS FROM OFFICIAL RECORDS BOOK 1361, PAGE 0393, OFFICIAL RECORDS BOOK 1471, PAGE 75, AND OFFICIAL RECORDS BOOK 1778, PAGE 1249.

Parcel Identification Number: 3319270003-000-02901
Parcel Identification Number: 3319270003-000-02902
Parcel Identification Number: 3319270003-000-05900
Parcel Identification Number: 3319270003-000-04100
Parcel Identification Number: 3319270003-000-04700
Parcel Identification Number: 3319270003-000-05100

EXHIBIT "B"
Permitted Exceptions

1. General or special taxes and assessments first becoming due and payable in the year 2022 and subsequent years.

2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

3. Drainage Easement in favor of the State of Florida for the use and benefit of the State Road Department of Florida recorded in O.R. Book 668, Page 2039, Public Records of Lake County, Florida.

4. Distribution Easement in favor of Florida Power Corporation recorded in O.R. Book 703, Page 555, Public Records of Lake County, Florida.

5. Distribution Easement in favor of Florida Power Corporation recorded in O.R. Book 703, Page 557, Public Records of Lake County, Florida.

6. Distribution Easement in favor of Florida Power Corporation recorded in O.R. Book 980, Page 155, Public Records of Lake County, Florida.

7. Distribution Easement in favor of Florida Power Corporation recorded in O.R. Book 1074, Page 580, Public Records of Lake County, Florida.

8. Drainage Easements set forth in Warranty Deed recorded in O.R. Book 1361, Page 393, Public Records of Lake County, Florida.

9. Ingress and Egress Easements set forth in Special Warranty Deed recorded in O.R. Book 1470, Page 75, Public Records of Lake County, Florida.

10. Matters set forth in the Covenant to Annex recorded in O.R. Book 1706, Page 1539, Public Records of Lake County, Florida.

11. Subject to Ingress and Egress Easements set forth in Warranty Deed recorded in O.R. Book 1778, Page 1249, Public Records of Lake County, Florida.

12. Easements in favor of Harris Oil Company, LLC set forth in Warranty Deed recorded in O.R. Book 2483, Page 2254, Public Records of Lake County, Florida.

13. Distribution Easement in favor of Florida Power Corporation, d/b/a Progress Energy Florida, Inc., a Florida corporation recorded in O.R. Book 2883, Page 397, Public Records of Lake County, Florida.

14. Ordinance 2009-12 recorded in O.R. Book 3765, Page 332, Public Records of Lake

County, Florida.

15. Rights of tenants, as tenants only, in possession under unrecorded lease agreements, listed on the rent roll provided by Grantor to Grantee on the date hereof, which contain no options to purchase or rights of first refusal.

16. Matters reflected on the survey dated March 21, 2022 and last revised on April 28, 2022, by Michael P. Mooney, P.S.M., Terminus Surveying, LLC, Job #220250.

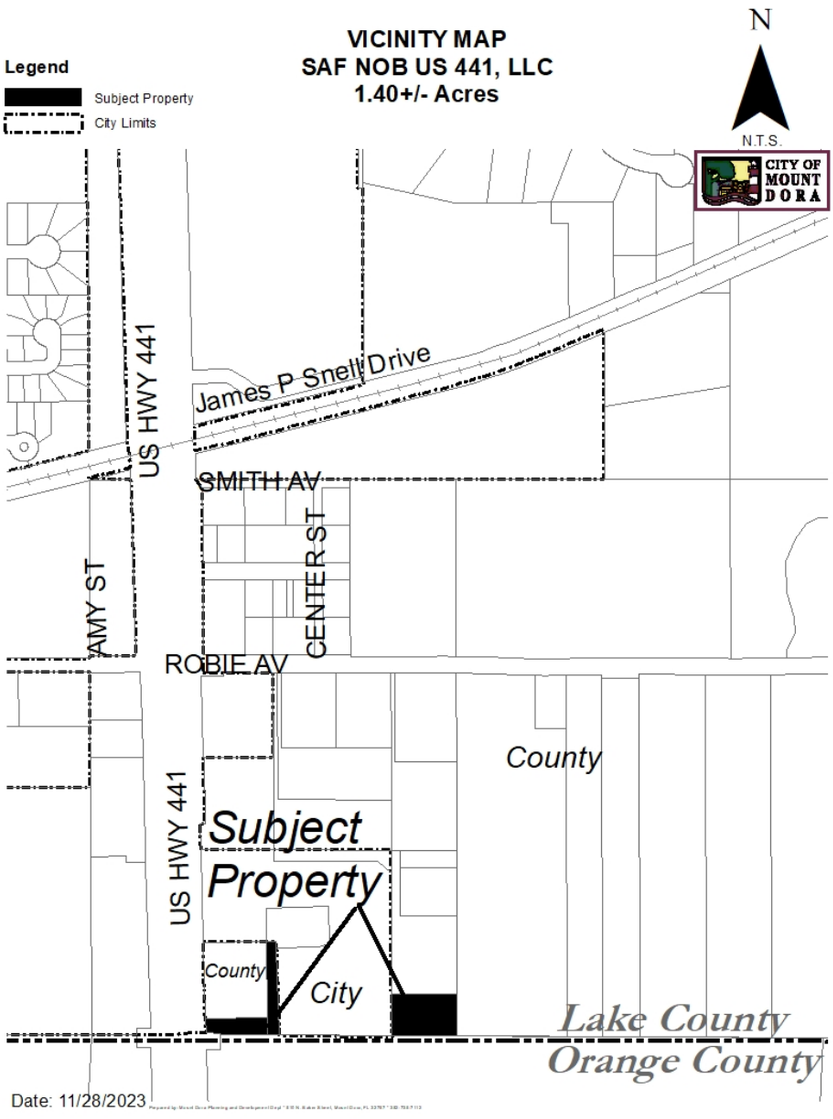
NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 2024-02
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the Planning and Zoning Commission and the City Council of the City of Mount Dora, Florida will conduct a public hearings to consider the adoption of Ordinance No. 2024-02 for proposed changes to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. The title and substance of proposed Comprehensive Plan Ordinance is as follows:

ORDINANCE NO: 2024-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Further, the adoption of Ordinance No. 2024-02 includes a Future Land Use Map Amendment changing certain lands from County Urban Low Density and County Regional Office to City Industrial as depicted on the map of this advertisement below:



The City of Mount Dora Local Planning Agency (Planning and Zoning Commission) will conduct a public hearing to consider this ordinance on **Wednesday, December 20, 2023 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The City Council of the City of Mount Dora, Florida will conduct a single public hearing to consider the adoption of Ordinance No. 2024-02 on **Tuesday, January 16, 2024**. The meeting will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible

Interested parties may appear at the meeting and be heard with respect to the proposed comprehensive plan amendment.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email staff at **planningcomments@cityofmountdora.com**.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: December 8, 2023

ORDINANCE NO: 2024-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is committed to planning and managing for future growth and redevelopment of property located within the City limits; and

WHEREAS, the Florida Statutes, Section 163.3167 empowers the City of Mount Dora to adopt and amend the City of Mount Dora Comprehensive Plan 2045; and

WHEREAS, pursuant to Florida Statutes, Section 163.3187, SAF NOB US 441, LLC (Property Owner) submitted an application to the City requesting a change in Future Land Use designation and amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to that property located east side of US Highway 441 at the Orange County line, as depicted in **Exhibit "A"** attached hereto (Property); and

WHEREAS, the proposed Comprehensive Plan Amendment qualifies as small-scale development amendment because the Property is not more than fifty acres in size, the proposed amendment does not involve a text change to the goals, policies and objectives of the City and only proposes a land use change to the City's Future Land Use Map and,

WHEREAS, the Property is not located within an area of critical state concern; and

WHEREAS, in accordance with applicable law, notice of the proposed Comprehensive Plan amendment was provided to Lake County and to the public by way of publication in a newspaper of general circulation in the City; and

WHEREAS, on December 20, 2023, the City of Mount Dora Planning and Zoning Commission approved the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property; and

WHEREAS, after conducting a public hearing, the City of Mount Dora finds that the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

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

SECTION 2. APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP.

A. The Future Land Use designation of 'City Industrial' is hereby assigned to that Property located east side of US Highway 441 at the Orange County line, identified by Tax Parcel ID # 33-19-27-0003-000-04700 Alt. Key # 3353421 ; Tax Parcel ID # 33-19-27-0003-000-02902 Alt. Key # 2921757; Tax Parcel ID # 33-19-27-0003-000-05900 Alt. Key # 3853683 and more particularly described as:

> COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88*47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88'47'30" WEST ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 0'24'02" EAST ALONG SAID FENCE, 337.61 FEET; THENCE NORTH 89°44'00" EAST, 32.13 FEET; THENCE SOUTH 0'56'26 EAST, 338.64 FEET TO THE POINT OF BEGINNING; AND
>
> FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500 SAID POINT BEING THE POINT OF BEGINNING, RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 THE FOLLOWING COURSES AND DISTANCES: NORTH 02*51'30" EAST 4.93 FEET, NORTH 87°08'35" WEST 51.64 FEET, NORTH 0°38'35" WEST 325.46 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 89°44°00" EAST 260.21 FEET, THENCE SOUTH 0'56'26" EAST 338.64 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 33, THENCE NORTH 88°47'30" WEST ALONG THE SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 210.83 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY THEREOF, LESS THE NORTH 275.00 FEET OF THE ABOVE-DESCRIBED PROPERTY; AND LESS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST, QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 8847'30" WEST, ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 024'02" EAST, ALONG SAID FENCE 337.61 FEET; THENCE NORTH 89°44°00" EAST, 32.13 FEET; THENCE SOUTH 0'56'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING; AND

THE SOUTH 150.84 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

ALL THE ABOVE CONTAINING 1.40 ACRES, MORE OR LESS.

B. The Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, adopted by City of Mount Dora Ordinance 2020-04, on June 16, 2020; amended by City of Mount Dora Ordinance No. 2023-14, on September 7, 2023, is hereby amended to include the Future Land Use assignment set forth herein.

SECTION 3. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. **SAVINGS CLAUSE.** All prior actions of the City of Mount Dora pertaining to the requested Future Land Use change and amendment to Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. **SEVERABILITY.** If any Section or portion of a Section of this Ordinance 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 Ordinance.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the City, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ___ day of _____, 2024.

_____
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

EXHIBIT "A"
Future Land Use Map Amendment

City of Mount Dora
Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment City of Mount Dora (Industrial)

Exhibit "A"
Ordinance No. 2024-02

CITY OF MOUNT DORA

N

Map II-2a

Small-Scale FLUM Amendment

Feet
0 1,400 2,800

LEGEND:

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

- City Limits
- JPA
- Rail Road

Subject Property

Future Employment Center (Subject to Annexation)

Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, Fl 32727
352-735-7112

Print Date: 1/17/2023

Path: U:\Plandev Admins\Planning and Development\Master Documents\MAPS\FLUM\SAF NOB US 441_FLUM_Amendment_Map.mxd

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

DATE: **January 16, 2024**

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

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

SUBJECT: Request approval First Reading of **Ordinance No. 2024-03**, Change in Zoning for SAF NOB US 441, LLC (1.40 Acres)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2024-03 and hold the hearing for the second reading and adoption.

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

Discussion:

As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed "Business Impact Estimate" form. This request is associated with land use type action.

Rezoning descriptions and details are contained in Attachment #2 (*PZC Memo Dated December 20, 2023*). The applicant has indicated to staff it is their intention to utilize the 1.40 acres of lands for the redevelopment of the adjacent personal mini-warehouse facility under the same ownership. The change in zoning is associated with annexation. The proposed WP-2 zoning district assignment is consistent with the adjacent industrial lands tithe north. The Harris Oli previously sold the existing facilities and lands in May 2022. Legal advertisements for public hearings are included in Attachment #3. The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on December 20, 2023, recommended approval of the rezoning to WP-2 zoning district.

The Development Review Committee (DRC) on November 29, 2023, recommended approval of the change in zoning and forwarded the same to the PZC.

Budget Impact:
There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:
Rezoning requests which address density and intensity changes are consistent with Growth Management Goals. This particular change in zoning is consistent with the City's goals for conservation protection measures and land use regulations.

Recommendation:
City Council to approve First Reading of Ordinance No. 2024-03 and hold a hearing for second reading and adoption.

Attachment(s):
1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 PZC Memo Dated December 20, 2023
3. Attachment 3 Legal Ad Publication
4. Ordinance 2024-03 Rezoning (WP-2) SAF NOB US 441 (Cty Aty12-19-23)
5. Exhibit A Property Depiction Rezoning (Map)

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	City Attorney, City Attorney	Approved - 1/5/2024
	Jeanann Hand, City Clerk	Approved - 1/5/2024
	Patrick Comiskey, City Manager	Final Approval - 1/6/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: **2024-03**

ORDINANCE TITLE: **Change in Zoning**

DEPARTMENT: **Planning and Development**

MEETING DATE: **January 16, 2024**
February 6, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the City's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _____;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible _____; and
  - o Estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
    Costs: _____ Revenues from Fees: _____
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance:_____.
- Additional applicable information:

_____
_____
_____
_____

_X_ A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- o Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- o Florida Statutes, Section 553.73, relating to the Florida Building Code
- o Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- o Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- o The issuance or refinancing of debt.
- o To comply with a federal or state law or regulation.
- o To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- o To adopt an Emergency Ordinance pursuant to applicable law.
- o To implement a contract or agreement.
- o Is related to procurement.

CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

DATE: December 20, 2023

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

THROUGH: Ryan Winkler, Senior Planner

RE: Rezoning Application; Change in Zoning for assignment from Lake County Community Facility District (CFD) and County Light Industrial (LM) to City Workplace Two (WP-2); 1.40 Acres (Site Area); Located on the east side of US 441 at the Orange County line (General Location); Kyle Hoy, Farmer Development (Applicant); SAF NOB US 441 LLC (Owner).
Project No. RZ-23-04.

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the application to rezone 1.40+/- acres from Lake County Community Facility District (CFD) and County Light Industrial (LM) to Workplace Two (WP-2) Zoning District. Approval subject to annexation and Future Land Use designation of Industrial.

REFERENCES/SUPPORT:

LDC Section 3.3
Policy 4.g(3) FLUE of the Mount Dora Comprehensive Plan 2045
Annexation Ordinance No. 2024-01(being processed in concert)
FLUM Ordinance No. 2024-02 (being processed in concert)

SITE SUMMARY:

Owners	SAF NOB US 441 LLC
Applicant	Kyle Hoy, Farmer Development
General Location:	Located on the east side of US 441 at the Orange County line
Existing Use:	Vacant land
Alternate Key Nos.	3853683, 3353421, and 2921757
Zoning District:	Lake County Community Facility District (CFD) and Light Industrial (LM)
Proposed Zoning District:	Workplace Two (WP-2)
Future Land Use Category:	Lake County Urban Low (4 du/ac)
Proposed Land Use Category	Industrial (Separate Application)
Overlays:	None
Site Area:	1.40 +/- acres
FAR:	Maximum Allowed 0.70 or 42,689sf (1.40 acres x 0.70)

DEVELOPMENT STANDARDS:

Development Standard	CFD (existing)	LM (existing)	WP-2 (Proposed)
Min. Lot Size	-	-	Min. 15,000 SF
Max. Building Height	50’	50’	35’
Max. Impervious Surface Ratio (ISR)	80%	70%	65%
Max. FAR	1.0	1.0	70%
Min. Open Space	20%	30%	35%

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)	Comments
North	City	Industrial	WP-2	Vacant, Self-Storage	MyPlace Storage, Vacant Land
	Lake County	Urban Low	CFD	Church/Worship	Solid Rock Worship Center
South	Orange County	PD	PUD	Residential Subdivision	Parks of Mount Dora
East	City	Industrial	WP-2	Self-Storage, Wetlands	MyPlace Storage
West	County	Office	OP	Vacant	Undeveloped

ANALYSIS:

These parcels along with the adjacent lands where sold from Harris property owner to SAF NOB US 441, LLC in April 2022. The property contains 1.40 acres.

The applicant has indicated to staff it is their intentions to utilize the 1.40 acres of lands for the redevelopment of the adjacent personal mini-warehouse facility under the same ownership. Based on the proposed WP-2 Zoning District the maximum Floor Area Ratio is capped at 0.70. *LDC* Article VIII defines F.A.R. as being the total floor area of the building or buildings on a lot or parcel divided by the gross area of the lot or parcel. The additional 1.40 acres could add approximately 42,689 square feet of building floor area. At time of development or redevelopment of the property, these calculations, including existing buildings sizes, will need to be taken into account. The proposed rezoning of these three parcels does not guarantee or imply approval of adding more personal min-warehouses or other buildings on the adjacent parcels. An application for site plan review will be forthcoming to demonstrate the proposed site design and improvements will meet and be consistent with the City’s adopted Land Development Code.

STANDARDS FOR REVIEW:

Pursuant to LDC Section 3.3.4, the City shall consider the following criteria in reviewing applications for a rezoning:

1. The need and justification for the change:
   The application request is comprised of three (3) parcels. The Applicant is seeking to designate the properties as WP-2 which is consistent with the abutting the properties to

the east and north. The Applicant has identified the subject parcels as necessary to meet requirements for the floor area ratio (FAR) and impervious surface ratio (ISR) for future development. As individual lots, the parcels do not meet the site requirements for land development. As such, the application to rezone the property from County Community Facility District (CFD) and County Light Industrial (LM) to City Workplace 2 (WP-2) is consistent with the City's Land Development Code.

2. The effect of the change, if any, on the particular property and on surrounding property.
The assignment of the proposed WP-2 is consistent with the proposed land use for the subject property and the surrounding neighborhood.

3. The amount of undeveloped land having the same classifications as that requested in the general area and throughout the city.
The application is to designate a zoning district to property which will be included in future development plans within the City. The WP-2 zoning district is an appropriate and compatible zoning district for the property.

4. The availability and provision of adequate services and facilities:
Services and facilities are currently available to this property. Further evaluations will be determined at time of site plan/platting or permitting depending upon the proposed use(s).

5. The impact on the natural environment:
There are no anticipated, adverse impacts on the natural environment as a result of this rezoning. The surrounding properties are already development with mini-warehouse storage structures. Location and design of new structures will be reviewed at site plan review.

6. Other Criteria as may be applicable:
Staff did not identify any additional, pertinent information regarding this application.

NOTIFICATIONS:
JPA Notice to Lake County: January 8, 2024
Legal Notice PZC and Notice to City Council: January 26, 2024
Notice to Surrounding Owners: December 8, 2023
Non-Legal with Map Ad City Council 1st Reading: January 19, 2024
Ordinance Enactment Legal Ad: January 26, 2024
Non-Legal with Map Ad City Council Adoption: January 26, 2024

PUBLIC HEARING SCHEDULE:
DRC Review: November 17, 2023
PZC: December 20, 2024
City Council 1st Reading: January 16, 2024
City Council 2nd Reading/Adoption: February 6, 2024

ATTACHMENTS:

Vicinity Map
Aerial Map
Future Land Use Composite City-County Map
Zoning Composite City-County Map
WP-2 Zoning District
Application (*Note: To avoid duplication in documents, the tax records, survey drawings, FEMA Map, Harris Oil 1992 site plan, and deed are included with the companion FLUM request staff packet*)

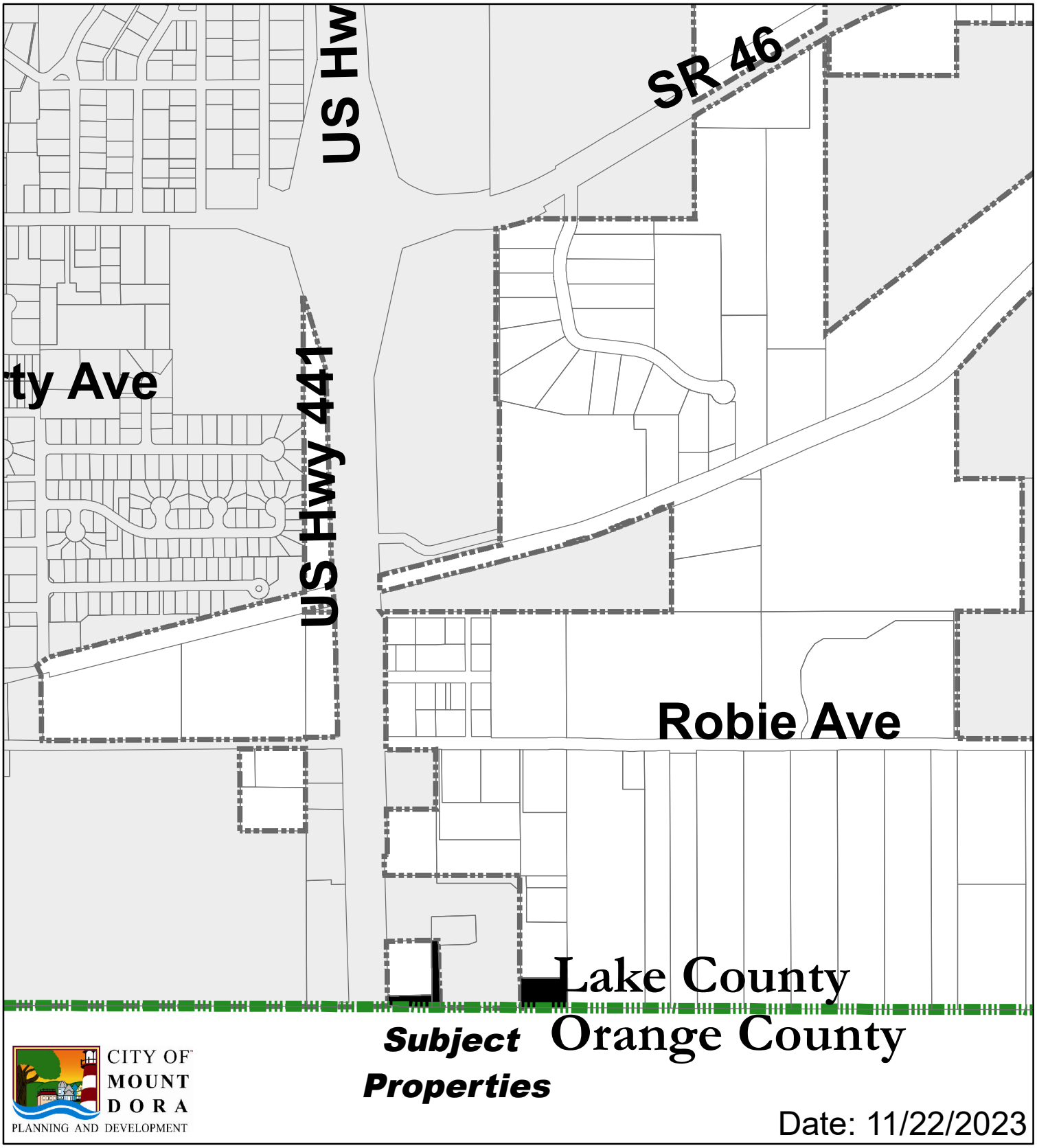
Vicinity Map

Legend

- City Limits
- JPA
- Subject Properties

N

N.T.S.



CITY OF MOUNT DORA
PLANNING AND DEVELOPMENT

Date: 11/22/2023

Prepared by: Mount Dora Planning and Development Department * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

Legend

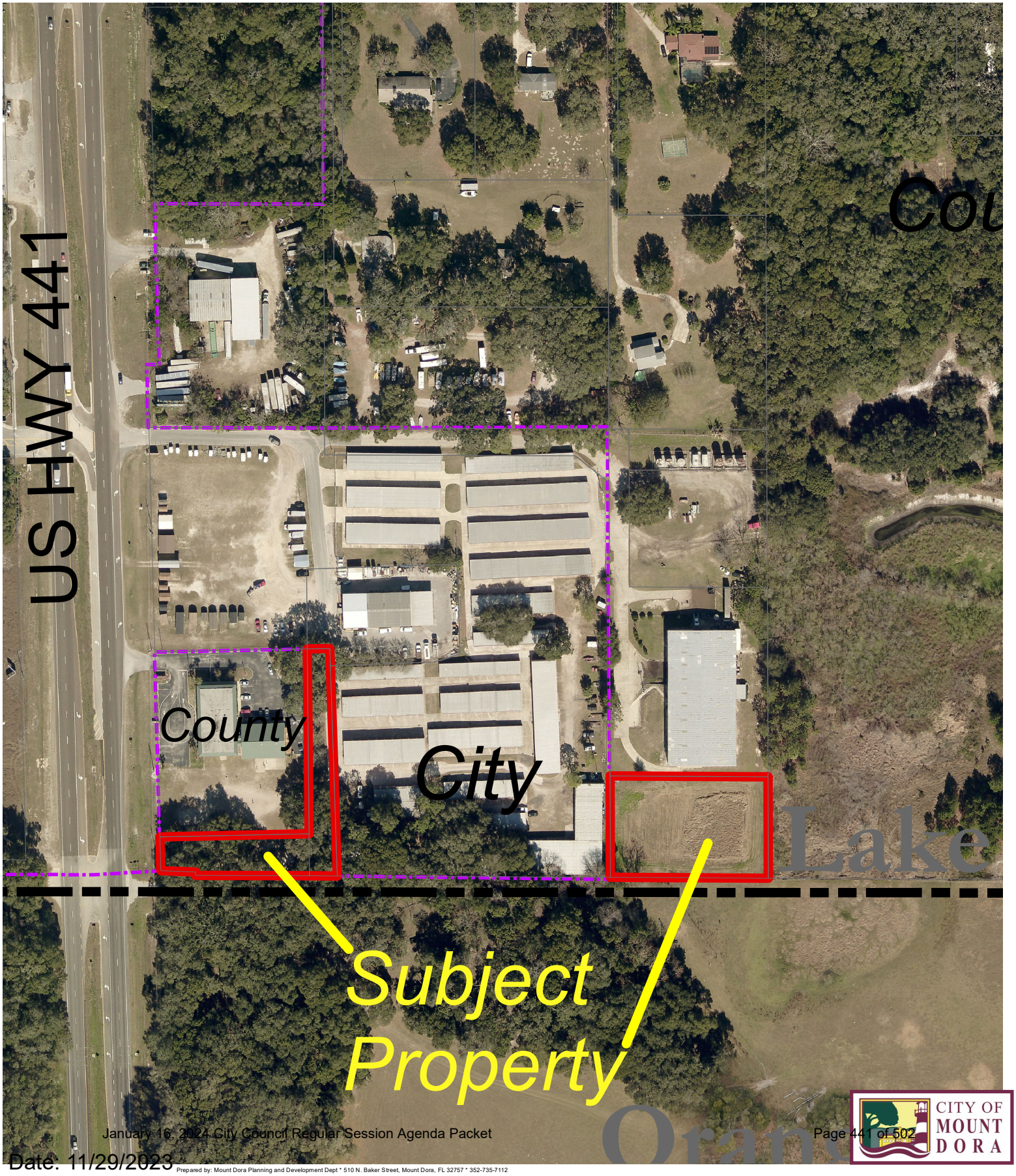
Subject Property

City Limits

Aerial Map
SAF NOB US 441, LLC
1.40+/- Acres

N

N.T.S.



Date: 11/29/2023

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

CITY OF MOUNT DORA

ATTACHMENT #2

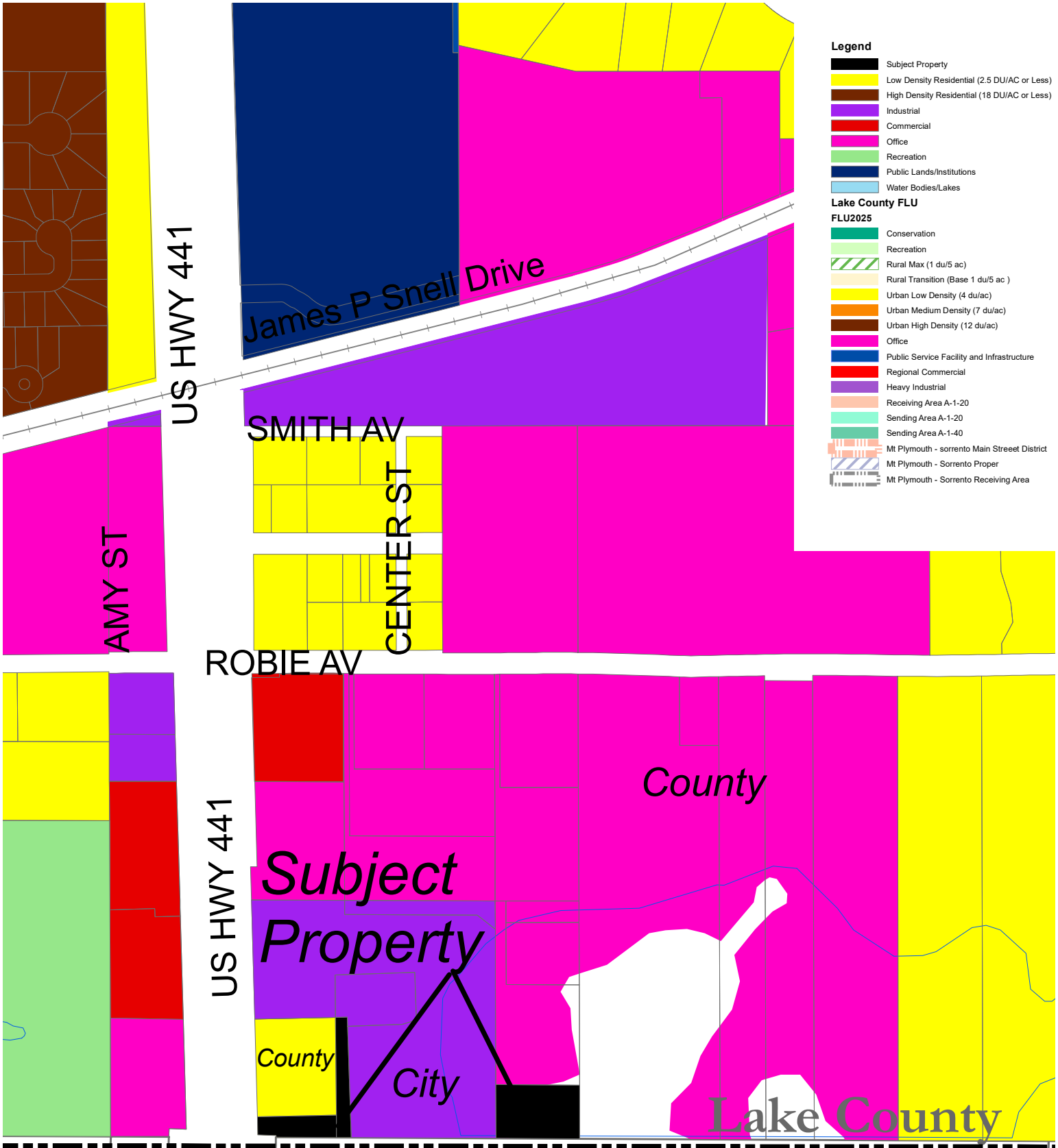
Future Land Use Composite City-County Map

SAF NOB US 441, LLC

1.40+/- Acres

N

NTS



Date: 11/28/2023

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

ATTACHMENT #2

Zoning Composite City-County Map

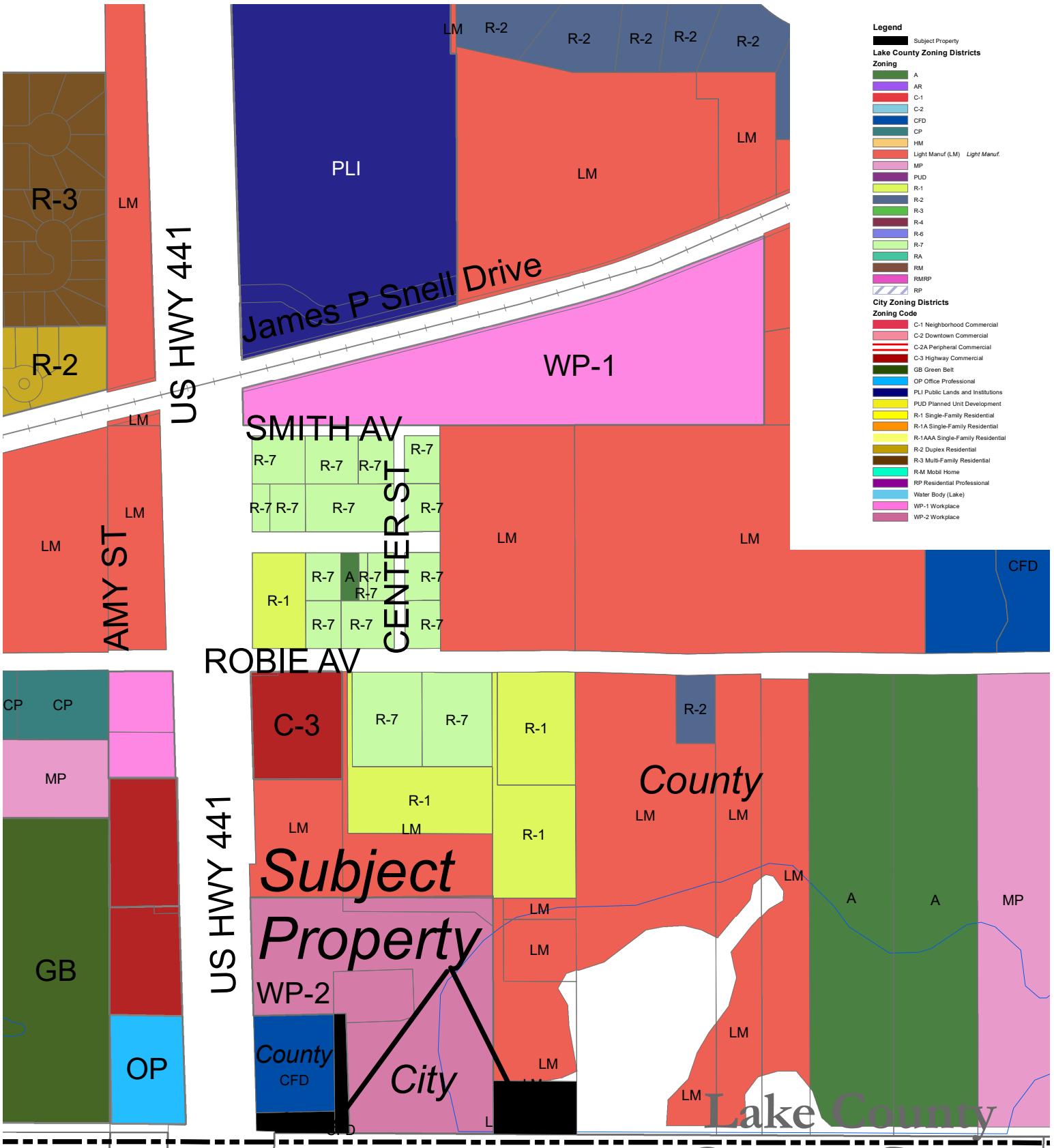
SAF NOB US 441, LLC

1.40+/- Acres

CITY OF MOUNT DORA

N

NTS



Date: 11/28/2023

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

Land Development Code Section 3.4.12. *WP-2 Workplace District.*

1. *Description of district.* The WP-2 district is established in order to identify and provide those geographic areas within the city that are appropriate for the development and maintenance of a industrial, manufacturing, warehousing and office environment. The purpose of this district is to allow for more intense types of industrial uses that engage in the processing, manufacturing or storage of materials or products predominantly from previously extracted or raw materials. Areas of the city in which these districts are appropriate are designated as "industrial" on the future land use map of the comprehensive plan and are located within 921.03 feet east of U.S. Highway 441, south of East Robie Avenue and within 667.29 feet north of the Orange County Line.

2. *Permitted uses:*

a. Wholesale storage of flammables associated with principal uses other than storage.

b. Automobile paint and body shops.

c. Utility trailer rental.

d. Heavy equipment and tool rentals with outdoor storage.

e. WP-1 permitted and conditional uses.

3. *Conditional uses (See section 2.5.1.5):*

a. Utility facilities.

b. Telecommunications towers (subject to subsection 3.5.21).

c. Any building or structure that is, in the opinion of the development review coordinator, not clearly permitted in the WP-2 district, but is similar and compatible to the uses listed above, may be required to obtain a conditional use permit.

d. Medical marijuana dispensaries. In addition to all other requirements and conditions, the applicant shall comply with all the following conditions:

i. *Loitering.* A medical marijuana dispensary shall provide adequate seating for its patients and business invitees and shall not allow patients or business invitee to stand, sit (including in a parked car), or gather or loiter outside of the building where the dispensary operates, including in any parking areas, sidewalks, right-of-way, or neighboring properties for any period of time longer than that reasonably required to arrive and depart. The medical marijuana dispensary shall post conspicuous signs on at least three sides of the building that no loitering is allowed on the property.

ii. *No drive through service.* No medical marijuana dispensary shall have a drive through or drive in service aisle. All dispensing, payment for and receipt of products shall occur from inside the medical marijuana dispensary.

iii. *Alcoholic Beverages.* No consumption of alcoholic beverages shall be allowed on the premises on which a medical marijuana dispensary is located, including the parking areas and sidewalks.

iv. *Separation Distances.* No medical marijuana dispensary shall operate within two thousand five hundred (2,500) feet of any pre-existing school, day care facility, public park or another medical marijuana dispensary.

v. *Compliance with Other Laws.* All medical marijuana dispensaries shall at all times be in compliance with all federal, state and local laws and regulations.

In addition to the requirements of section 2.5 the planning and zoning commission shall determine that there are adequate systems to prevent ground, air or noise pollution, that the required setback requirements of the WP-2 zoning district are adequate for the proposed conditional use, and that the facility shall conform to the standards set forth in the description of the WP-2 district in subsection 3.4.12.1 above.

4. *Prohibited uses:*

a. Non-medical marijuana sales.

b. Cannabis farms.

c. All uses not allowed as either a permitted use or a conditional use above are prohibited unless adopted as part of a planned unit development.

RECEIVED
By Whitney Scott at 8:13 am, Nov 07, 2023

CITY OF MOUNT DORA

Z23-04

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

REZONING APPLICATION

Date: 11/6/2023

1. Applicant's Name: Kyle Hay
   Company's Name: Farmer Development
   Address: 124 N Grand Ave
   City, State & Zip: Fowlerville MI 48836
   Phone: 810-844-1544 E-mail: Khay@farmerdevelopment.com

2. Owner's Name: SAF NOB US 441 LLC
   Company's Name: My Place Self Storage
   Address: 9418 Chestnut Ridge Dr
   City, State & Zip: Windermere FL 34786
   Phone: 321-399-6254 E-mail: Kcleary@myplaceselfstorage.com

3. The property generally located and list adjacent streets: Robie Ave & Stoneybrook Hills Pkwy

4. The address(s) of the property: 21901 Hwy 441 Mt Dora FL 32757

5. Size of property in Acres: 1.4 Square Feet: 60,984

6. Current Zoning District: Outside of City limits, Orange County

7. Requested Zoning District: WP-2

8. Future Land Use Category: Outside of city limits

9. Present use and structures on the property (list number of residential dwelling units):

   Vacant Commercial land

10. Building Size (Existing): N/A

11. Proposed use of property: Vacant Commercial Land

12. State the reason for this request, per Section 3.3 of the City's land Development Code (attached additional sheets and support data):

Land is needed to meet requirements for FAR/ISR for future expansion project

13. Is the proposed use permissible in the requested district? Yes

14. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	Mt Dora	Ind	WP1	Industrial
South	Orange County	LM		out of city limits
East	Mt Dora	MU-1	PUD	Mix use
West	Mt Dora	Rec	GB	Recreational

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Former Developer, Kyle Hay, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.

Kyle Hay
Signature of Applicant

Kyle Hay
Print or Type Name

STATE OF ~~FLORIDA~~ MI
COUNTY OF ~~LAKE~~ LIVINGSTON
~~CITY OF MOUNT DORA~~

The foregoing instrument was acknowledged before me this 6th day of November 2023 by Kyle Hay who is personally known to me or who has produced _____ as identification and who did_____ or did not _____ take an oath.

SEAL:

ADRIENNE O'DOHERTY
County of Livingston
NOTARY PUBLIC
Expires 11-10-2027
STATE OF MICHIGAN

Notary Public

Adrienne O'Doherty
Print or Type Name

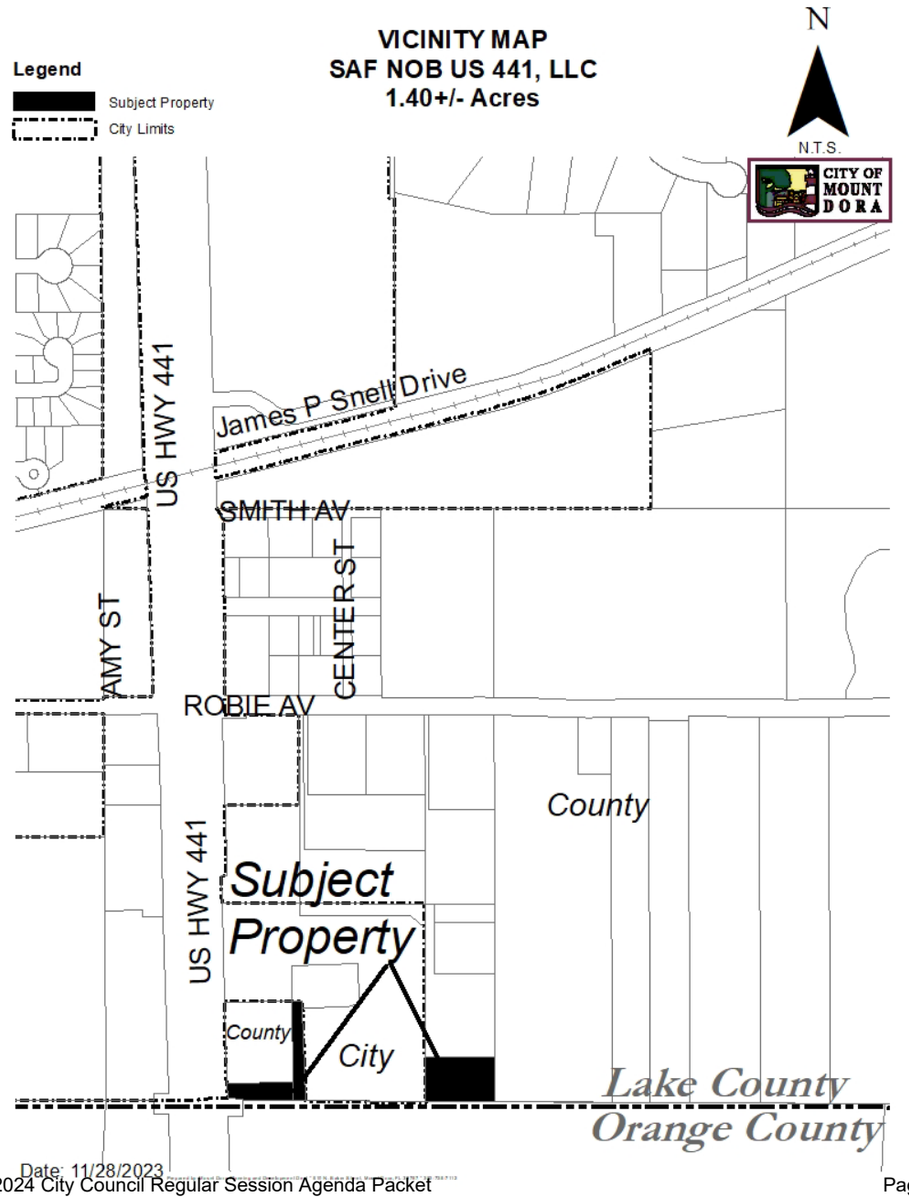
NOTICE OF ZONING CHANGE
ORDINANCE NO. 2024-03
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the Planning and Zoning Commission and the City Council of the City of Mount Dora, Florida will conduct a public hearings to consider the adoption of Ordinance No. 2024-03 for proposed changes to the City of Mount Dora Zoning Map. The title and substance of proposed Comprehensive Plan Ordinance is as follows:

ORDINANCE NO: 2024-03

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE EAST SIDE OF US HIGHWAY 441 AT THE ORANGE COUNTY LINE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Further, the adoption of Ordinance No. 2024-03 includes a Zoning Map Amendment changing certain lands from County Community Facility District (CFD) and County Light Industrial (LM) to City Workplace Two (WP-2) as depicted on the map of this advertisement below:



The City of Mount Dora Local Planning Agency (Planning and Zoning Commission) will conduct a public hearing to consider this ordinance on **Wednesday, December 20, 2023 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The City Council of the City of Mount Dora, Florida will conduct public hearings to consider the adoption of Ordinance No. 2024-03 on **Tuesday, January 16, 2024** and **Tuesday, February 6, 2024**. Both meetings will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible

Interested parties may appear at the meeting and be heard with respect to the proposed change in zoning.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email staff at **planningcomments@cityofmountdora.com**.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: December 8, 2023

ORDINANCE NO: 2024-03

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE EAST SIDE OF US HIGHWAY 441 AT THE ORANGE COUNTY LINE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, SAF NOB US 441, LLC, as the fee simple owner of the property submitted an application requesting a zoning district classification change and a Zoning Map amendment for that property located on the east side of US Highway 441 at the Orange County line, as depicted on **Exhibit "A"**, attached hereto (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, pursuant to applicable law, notice has been given to Lake County and to the public by publication in a newspaper of general circulation in the City; and

WHEREAS, on December 20, 2023, the City of Mount Dora Planning and Zoning Commission approved the requested zoning district classification change and Zoning Map Amendment; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to Workplace Two (WP-2), considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by citizens and all interested parties; and

WHEREAS, the City of Mount Dora finds such zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

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

SECTION 2. **ZONING DISTRICT CLASSIFICATION CHANGE.** Pursuant to City of Mount Dora Land Development Code, Chapter III, the Property as more particularly described below is hereby rezoned and assigned the Workplace Two (WP-2) zoning classification:

PARCEL # 33-19-27-0003-000-02902
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88*47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88'47'30" WEST ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 0'24'02" EAST ALONG SAID FENCE, 337.61 FEET; THENCE NORTH 89°44'00" EAST, 32.13 FEET; THENCE SOUTH 0'56'26 EAST, 338.64 FEET TO THE POINT OF BEGINNING; AND

PARCEL # 33-19-27-0003-000-04700
FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 88°47'30" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 464.34 FEET FOR A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500 SAID POINT BEING THE POINT OF BEGINNING, RUN THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 500 THE FOLLOWING COURSES AND DISTANCES: NORTH 02*51'30" EAST 4.93 FEET, NORTH 87°08'35" WEST 51.64 FEET, NORTH 0°38'35" WEST 325.46 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 89°44°00" EAST 260.21 FEET, THENCE SOUTH 0'56'26" EAST 338.64 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 33, THENCE NORTH 88°47'30" WEST ALONG THE SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 210.83 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY THEREOF, LESS THE NORTH 275.00 FEET OF THE ABOVE-DESCRIBED PROPERTY; AND LESS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST, QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, THENCE NORTH 88°47'30" WEST ALONG THE SOUTH LINE THEREOF, 642.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 8847'30" WEST, ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 024'02" EAST, ALONG SAID FENCE 337.61 FEET; THENCE NORTH 89°44°00" EAST, 32.13 FEET; THENCE SOUTH 0'56'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING; AND

PARCEL # 33-19-27-0003-000-05900

THE SOUTH 150.84 FEET OF THE EAST 235 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

ALL THE ABOVE CONTAINING 1.40 ACRES, MORE OR LESS.

SECTION 3. **OFFICIAL ZONING MAP AMENDMENT.** The Official City Zoning Map of the City of Mount Dora shall be amended to conform to the zoning assignment approved in Section 2 of this Ordinance.

SECTION 4. **IMPLEMENTING ADMINISTRATIVE ACTIONS.** The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. **SAVINGS CLAUSE.** All prior actions of the City of Mount Dora pertaining to the zoning district classification change and Zoning Map amendment related to the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. **SEVERABILITY.** If any Section or portion of a Section of this Ordinance 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 Ordinance.

SECTION 9. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon adoption.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ___ day of _____, 2024.

[SIGNATURES ON FOLLOWING PAGE]

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

EXHIBIT "A"
Property Depiction

Exhibit "A"

VICINITY MAP
SAF NOB US 441, LLC
1.40+/- Acres

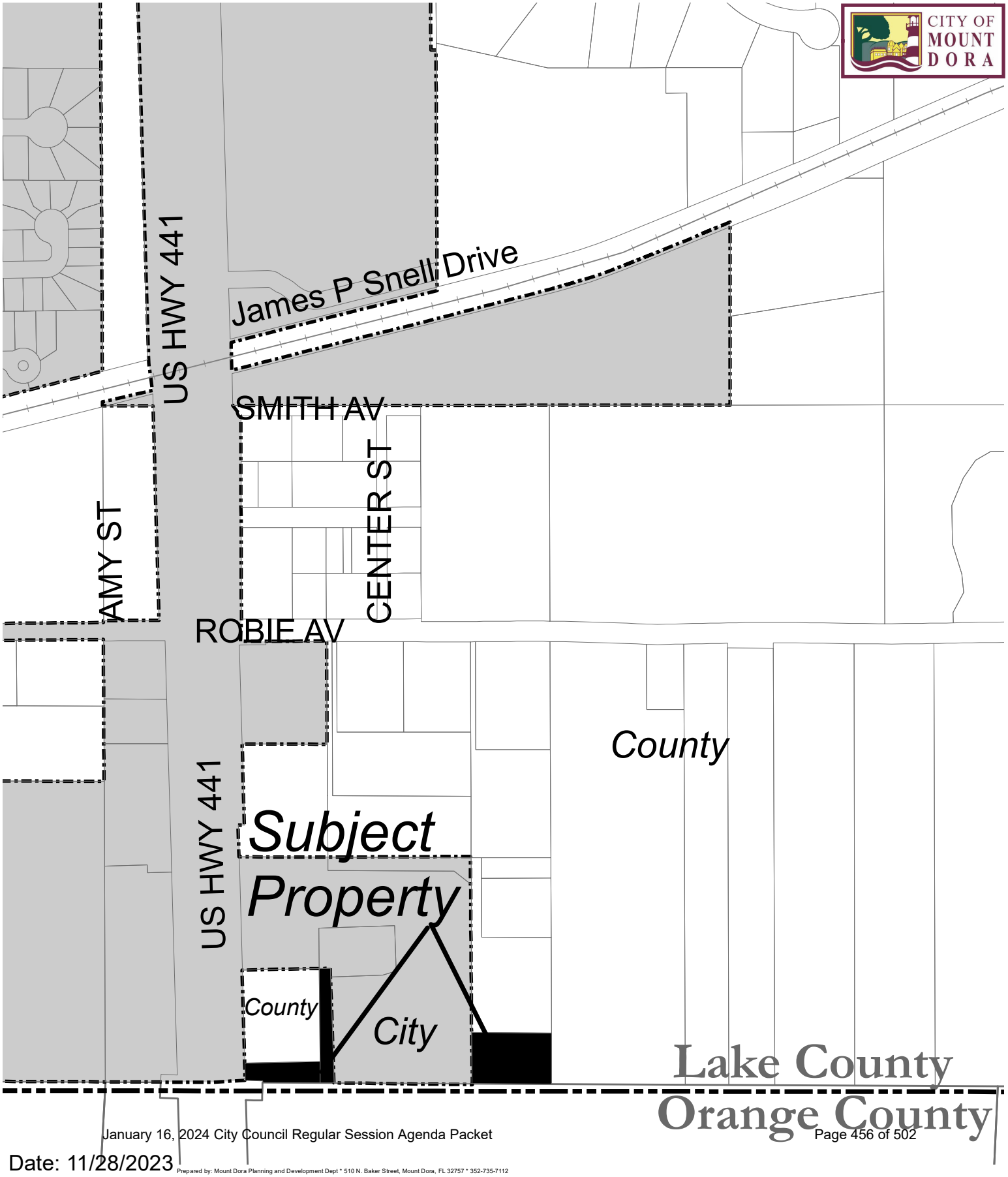
Legend

Subject Property

City Limits

N

N.T.S.



Date: 11/28/2023

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

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

DATE: **January 16, 2024**

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

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

SUBJECT: Request approval First Reading of **Ordinance No. 2024-04**, Designation of Historic Site for the Mount Dora Community Building

Introduction:
This is a request for City Council to approve the first reading of Ordinance No. 2024-04 and schedule the hearing for the second reading and adoption.

Discussion:
As required by Florida Statutes, Section 166.041(4), the Business Impact Estimate is included as Attachment #1.

The Mount Dora Community Building was completed in late 1929. The Community Building achieved fame when the former President's wife, Mrs. Calvin Coolidge, planted a Portuguese Silver Cypress tree in front of the site on January 24, 1930. The Community Building was constructed in the Mediterranean Revival architecture style; period revival buildings were popular from the 1920s to the 1950s. The application is for the land and historic structure to be designated as a "Historic Site" pursuant to the provisions of Section 3.6 of the City's Land Development Code. This action will result in placing the site in the City's Historic Site Listing and Marker Program. Pursuant to Land Development Code Section 3.6.3.c, the building has historical and cultural significance, as determined by the Historic Preservation Board. The 2008 site historical form also stated that the property "appears to potentially be eligible for recognition on the Local Register of Historic Places." Additional information and details are provided in the agenda packet prepared for the Historic Preservation Board, dated December 13, 2023 (Attachment #2).

The sequence of events leading to the presentation to the City Council are as follows:

The Historic Preservation Board (HPB) at their regularly scheduled meeting held on December 13, 2023, recommended designation of a Historic Site for the Mount Dora Community Building and to forward the same to the City Council.

The City Council, at their regularly scheduled meeting held on November 21, 2023, discussed

the nomination of the Mount Dora Community Building and authorized staff to proceed with processing appropriate actions.

On October 26, 2023, the Historic Preservation Board recommended proceeding with processing the nomination of the Community Building to be included on the Local Register of Historical Places.

Budget Impact:
There are no budgetary impacts on the City relative to the processing of the historic site nominations.

Strategic Impact:
Historic site designation requests are consistent with this Historic Preservation of the City.

Recommendation:
City Council to approve First Reading of Ordinance No. 2024-04 and hold a hearing for second reading and adoption.

Attachment(s):
1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 Historc Preservation Board Agenda Packet12-13-2023
3. Ordinance 2024-04 Historic Designation Community Building
4. Exhibit A Certificate Historic Significance

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	Michele Janiszewski, Senior Planner	Approved - 12/20/2023
	City Attorney, City Attorney	Approved - 1/5/2024
	Jeanann Hand, City Clerk	Approved - 1/5/2024
	Patrick Comiskey, City Manager	Final Approval - 1/6/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: **2024-04**

ORDINANCE TITLE: **Designation of Historic Site for City Owned Lands**

DEPARTMENT: **Planning and Development**

MEETING DATE: **January 16, 2024**
February 6, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the City's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _____;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible _____; and
  - o Estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
    Costs: _____ Revenues from Fees: _____
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance:_____.
- Additional applicable information:

_____
_____
_____
_____

_X_ A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- o Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- o Florida Statutes, Section 553.73, relating to the Florida Building Code
- o Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- o Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- o The issuance or refinancing of debt.
- o To comply with a federal or state law or regulation.
- o To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- o To adopt an Emergency Ordinance pursuant to applicable law.
- o To implement a contract or agreement.
- o Is related to procurement.

CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

DATE: December 13, 2023

TO: Historic Preservation Board

FROM: Michele Janiszewski, AICP, Senior Planner

RE: **Tab 6 - Historic Site & Marker Request (HS-23-01); 520 N Baker Street (Location); "The Community Building" (Proposed Name); City of Mount Dora (Owner); Mount Dora Historic Preservation Board (Nominator).**

Property Information:

Address:	520 N Baker Street	**Current Use:**	Community Building
Zoning District:	Public Lands & Institutions	**Land Use:**	Public Lands & Institutions

Structure Information:

Date of Construction:	1929	**Style:**	Mediterranean Revival
Exterior Material:	Textured Stucco	**Stories:**	1.5
Roof Type:	Shed	**Chimneys:**	None
Roof Material:	Tile, Mission	**Porch:**	One Open

Background:

After a fire destroyed the community's Town Hall in 1922, Mount Dora was in need of an auditorium for public assemblies. Despite the hard economic times, construction of the Mount Dora Community Building began in 1929 with funds raised by the residents.

The site of the Community Building and the original city hall was first offered to the City of Mount Dora in 1928. J.P. Donnelly wanted $30,000 as a lease for the half block, which included the old Guller House, then known as the Colonial Inn. The principal had to be paid within 30 years at 5% interest. He wanted the city hall named after him as part of the deal. He later dropped the price to $25,000 payable over 25 years at a 5% interest rate. The lease was authorized by a vote of the citizens in July 1929. The new Community Building was supposed to be named the Milner Memorial Building after Dr. Duncan Milner who had just died in 1928.

The Community Building was completed in late 1929. The building is 74' x 58' and made of reinforced concrete, steel and stone tile. The design is in the Mediterranean Revival style with buff colored stucco walls and "weathered" woodwork. It had steam heat. The auditorium was 72' x 53' with a seating capacity of 800. The stage was 19' x 58' and had a velour curtain, a cyclorama (a panoramic image on the inside of a cylindrical platform, designed to give viewers standing in the middle of the cylinder a 360° view) and four dressing rooms. There is a large room on the lower floor where social activities can be held, with a main room 40' x 58'. The Tourist Club and the

Forum were allowed to use this room without charge their weekly programs. It had a terrazo floor and kitchen. Also found on the lower floor are the restrooms, boiler room and storage room. One of the building's most interesting features is the ability to enlarge the seating capacity at a later date by moving the rear wall outwards without spoiling the proportions of the building.

The building cost $35,000 to build and the lot cost $5,000. H.M. Griffin of Daytona Beach was the architect, and Keeney Bros. of Orlando was the contractor. The 100' x 200' lot was landscaped by Mrs. Zell of the Park Commission. The Community Building achieved fame when the former President's wife, Mrs. Calvin Coolidge, planted a Portuguese Silver Cypress tree in front of it on January 24, 1930. It was expected to grow to 100' and live 100 years. The tree has ceased to exist.

The Community Building received a $3 million renovation that was completed in 2010. While maintaining its historic and architectural appeal, the renovations included many upgrades such as expanding the lobby, community meeting room, concession area, art exhibit space, new auditorium seating, expanded restrooms, private dressing rooms, upgraded sound, lighting, acoustics, electrical systems,, enhanced stage area, ADA accessibility throughout the building, and a new industrial air conditioning system.

Nomination:

Pursuant to Land Development Code (LDC) Section 3.6.3 (2) (a) (1), nominations for historic site status may be initiated by the Historic Preservation Board, City Council, or the Property Owner. On October 26, 2023, the Historic Preservation Board met and nominated the Community Building to be included on the Local Register of Historical Places.

LDC Section 3.6.3 (2) (a) (5) requires applications for a historic site designation to have consent from the property owner. On November 21, 2023, the Mount Dora City Council met and directed staff to proceed with the nomination process for the Community Building.

Architectural Style:

The Community Building was constructed in the Mediterranean Revival architecture style. Period revival buildings were popular from the 1920s to the 1950s and filled the growing suburbs of America.

Mediterranean Revival is an architectural style introduced in the United States, Canada, and certain other countries in the 19th century. It incorporates references from Spanish Renaissance, Spanish Colonial, Italian Renaissance, French Colonial, Beaux-Arts, Moorish architecture, and Venetian Gothic architecture.

Peaking in popularity during the 1920s and 1930s, the movement drew heavily on the style of palaces and seaside villas and applied them to the rapidly expanding coastal resorts of Florida and California. Structures are typically based on a rectangular floor plan, and feature massive, symmetrical primary façades. Stuccoed walls, red tiled roofs, windows in the shape of arches or circles, one or two stories, wood or wrought iron balconies with window grilles, and articulated

door surrounds are characteristic. Keystones were occasionally employed. Ornamentation may be simple or dramatic. Lush gardens often appear.

Staff Analysis:
The application is for a structure to be designated as a Historic Site pursuant to the provisions of Section 3.6 of the City's *Land Development Code* for inclusion in the City's Historic Site and Marker Program. The subject property is located on the east side of Baker Street and south of 6th Street (see Vicinity Map).

Pursuant to Land Development Code Section 3.6.3.c, to qualify as a historic site, said property must fulfill one or more of the criteria set forth in the paragraphs below:

1. A building, structure, site or preservation review area will be deemed to have **historical or cultural significance** if it meets the following criteria:
   a. Is associated in a significant way with the life or activities of a major person important in city, state or national history (i.e., the homestead of a local founding family), or
   b. Is the site of a historic event with significant effect upon the city, state or nation, or
   c. Is associated in a significant way with a major historic event whether cultural, economic, social, military, or political, or
   d. Exemplifies the historical, political, cultural, economic or social trends of the community in history, or
   e. Is associated in a significant way with a past or continuing institution which has contributed substantially to the life of the city.

2. A building, structure, site or preservation review area is deemed to **have architectural or aesthetic significance** if it fulfills one or more of the following criteria:
   a. Portrays the environment in an era of history characterized by one or more distinctive architectural styles, or
   b. Embodies those distinguishing characteristics of an architectural style, period or method of construction, or
   c. Is a historic or outstanding work of a prominent architect, designer, landscape architect, or builder, or
   d. Contains elements of design, detail, material, or craftsmanship of outstanding quality or which represented, in its time, a significant innovation or adaptation to the Central Florida environment.

The building has **historical and cultural significance** for multiple reasons. The property was purchased by, and sold to the City from, John P. Donnelly who came to Mount Dora in 1879 and married Annie McDonald Stone, a prominent landholder in the community. Successful in a number of real estate and business ventures, Donnelly built a Queen Anne style house in 1893 for his wife which is included on the U.S. National Register of Historic Places and depicted in the seal for the City of Mount Dora. He was among the founders of the local yacht club, and served as the city's first mayor in 1910. In 1924, he sold the land for the Donnelly Park named for his wife, who had died in 1908.

Former United States President Calvin Coolidge and his wife were staying at the Lakeside Inn and attended the dedication ceremony of the Community Building on January 30, 1930. Mrs. Grace Anna Goodhue Coolidge planted a Portuguese Silver Cypress tree in front of the Community Building which, unfortunately, no longer exists.

The Community Building maintains its original use and has always had strong community roots and the facilities significantly impact the quality of life today and into the future. It provides a cultural and social gathering place for all generations. This multi-purpose facility attracts and hosts concerts, theatrical performances, social functions, meetings, lectures, health and fitness classes, and a multitude of other special events and community programs.

The building has architectural significance due its Mediterranean Revival style, an architectural style introduced in the United States, Canada, and certain other countries in the 19th century. The Building features a textured stucco exterior; shed roof with mission tile; and a recessed arcade.

The 2008 site form also states that the property appears to potentially be eligible for recognition on the Local Register of Historic Places.

Staff Recommendation:
Staff finds the application consistent with LDC Section 3.6.3.c, and recommends that the site be designated as a Historic Site and receive a Historic Marker.

Attachments:
Application
Photos
1987 Site Survey Form
2008 Site Survey Form

CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

HISTORIC MARKER PROGRAM APPLICATION FORM

520 N Baker Street, Mount Dora - The Community Building

Address of Historic Property

Nominated by the Historic Preservation Board

Name of Applicant

510 N Baker Street, Mount Dora

Mailing Address (if different) City ST Zip Code

352-735-7112 Planning@MountDora.gov

Home Phone Cell Phone Email

Historically relevant information pertaining to the property: (please include additional page and support materials) See Staff Report

Building Information:

Year Built: 1926

Architectural Style: Mediterranean Revival

Building Materials/Siding/Windows:

Current Use of the Building Municipal Building with Music Hall

Name request for Marker: Mount Dora Community Building

Mount Dora Historic Preservation Board C/O Michele Janiszewski 12-13-2023

Applicant Signature Date

CITY OF MOUNT DORA

Site Photos





Photograph as originally submitted to this page in the Historical Marker Database www.HMdb.org.
Click on photo to resize in browser. Scroll down to see metadata.



Photographer: Brandon D Cross
Taken: February 2, 2020
Caption: **Photo Insert Bottom Left:**
Additional Description: Former President Calvin Coolidge and his wife Grace Anna Goodhue Coolidge at the building's dedication ceremony.
Submitted: February 18, 2020, by Brandon D Cross of Flagler Beach, Florida.
Database Locator Identification Number: p510556
File Size: 0.149 Megabytes

To see the metadata that may be embedded in this photo, sign in and then return to this page.

Copyright © 2005–2023, Some rights reserved.

Photograph as originally submitted to this page in the Historical Marker Database www.HMdb.org. **Click on photo to resize in browser.** Scroll down to see metadata.



Photographer: Brandon D Cross
Taken: February 2, 2020
Caption: **Photo Insert Top Left:**
Additional Description: Former President Calvin Coolidge and his wife Grace Anna Goodhue Coolidge at the building's dedication ceremony.
Submitted: February 18, 2020, by Brandon D Cross of Flagler Beach, Florida.
Database Locator Identification Number: p510555
File Size: 0.160 Megabytes

To see the metadata that may be embedded in this photo, sign in and then return to this page.

Copyright © 2005–2023, Some rights reserved.

MOUNT DORA COMMUNITY BUILDING

After a fire destroyed the community's Town Hall in 1922, Mount Dora was in need of an auditorium for public assemblies. Despite the hard economic times, construction of the Mount Dora Community Building began in 1929 with funds raised by the residents. Construction costs were $35,000 for the building and $5,000 for the lot. The impressive Mediterranean-style structure was built in 4 months with reinforced concrete, steel, stone tile and heated with steam. The auditorium seating capacity was 800, one seat for every adult resident. Former United States President Calvin Coolidge and his wife were staying at the Lakeside Inn and attended the dedication ceremony of the Community Building on January 30, 1930.





Former President Calvin Coolidge and his wife Grace Anna Goodhue Coolidge at the building's dedication ceremony.

The Community Building received a $3 million renovation that was completed in 2010. While maintaining its historic and architectural appeal, the renovations included many upgrades such as expanding the lobby, community meeting room, concession area, art exhibit space, new auditorium seating, expanded restrooms, private dressing rooms, upgraded sound, lighting, acoustics, electrical systems, enhanced stage area, ADA accessibility throughout the building, and a new industrial air conditioning system.

The building has always had strong community roots and the renovations significantly impact the quality of life today and into the future. It provides a cultural and social gathering place for all generations. This multi-purpose facility attracts and hosts concerts, theatrical performances, social functions, meetings, lectures, health and fitness classes, and a multitude of other special events and community programs.



Mount Dora Socialites gather for a photo in front of the Community Building.

(Year Unknown)

FLORIDA MASTER SITE FILE M 30-33

Site Inventory Form

Site No. LA 298

ce Name The Community Building Survey Date 8709
ddress of Site 510 Baker, Mt. Dora Fl. 32757
Instruction for locating

Location Tompkins Sub 61 00100
Subdivision Name Block No. Lot No.

County Lake
District name if applicable
Owner of Site: Name City of Mt. Dora
Address 508 Baker, Mt. Dora Fl. 32757

Type of Ownership city Recording Date 8711
Recorder: Name & Title Barr, Melanie (Historic Preservation Consultant)
Address P.O. Box 17, Gainesville Fl. 32602

Condition of Site: (Check One)
___ Excellent
_x_ Good
___ Fair
___ Deteriorated

Integrity of Site: (Check One or More)
_x_ Altered
___ Unaltered
_x_ Original Use
___ Restored/Date
___ Moved/Date

Original Use Government/social
Present Use Government/social
Dates +1929
Cultural Phase American
Period 20th Century

NR Classification Category building Date Listed on NR
eats to Site:
heck One or More)
___ Zoning ___ Transportation ___ Borrowing
___ Development ___ Fill ___ Other (See Remarks Below)
___ Deterioration ___ Dredge

Areas of Significance: Early Community Development, Politics/ Government

Significance:

The site of the Community Building and the original city hall was first offered to the City of Mount Dora in 1928. J.P. Donnelly wanted $30,000 as a lease for the half block, which included the old Guller House, then known as the Colonial Inn. The principal had to be paid within 30 years at 5% interest. He wanted the city hall named after him as part of the deal. He later dropped the price to $25,000 payable over 25 years at a 5% interest rate. The lease was authorized by a vote of the citizens in July 1929. The new Community Building was supposed to be named the Milner Memorial Building after Dr. Duncan Milner who had just died in 1928.

The Community Building was completed in late 1929. The building is 74 x 58' and made of reinforced concrete, steel and stone tile. The design is in the Mediterranean Revival style with buff colored stucco walls and "weathered" woodwork. It had steam heat. The auditorium was 72 x 53' with a seating capacity of 800. The stage was 19 x 58' and had a velour curtain, a "cyclorama," and four dressing rooms. There is a large room on the lower floor where social activities can be held, with a main room 40 x 58'. The Tourist Club and the Forum were allowed to use this room without charge r their weekly programs. It had a terrazo floor and kitchen. Also found on the ower floor are the restrooms, boiler room and storage room. One of the building's

(see continuation page)

(CONTINUATION SHEET - SIGNIFICANCE)

most interesting features is the ability to enlarge the seating capacity at a later date by moving the rear wall outwards without spoiling the proportions of the building.

The building cost $35,000 to build and the lot cost $5,000. H.M. Griffin of Daytona Beach was the architect, and Keeney Bros. of Orlando was the contractor. The 100 x 200' lot was landscaped by Mrs. Zell of the Park Commission. The Community Building achieved fame when the former President's wife, Mrs. Calvin Coolidge, planted a Portuguese Silver Cypress tree in front of it on Jan. 24, 1930. It was expected to grow to 100' and live 100 years. The tree has ceased to exist.

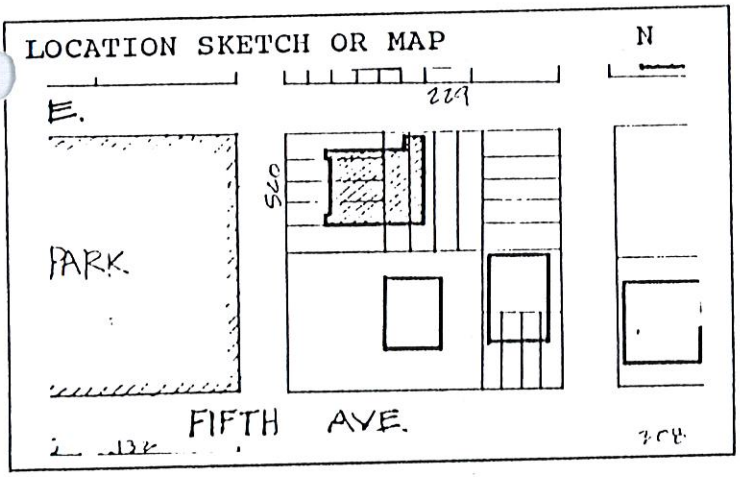
MDT 7-19-28, 10-4-28, 3-14-29, 6-13-29, 8-29-29, 10-3-29, 10-10-29, 4-11-30, 12-4-30, 1-31-30

Architect H.M. Griffin
Builder Keeney Brothers
Style and/or Period Mediterranean Revival
Plan Type bungalow
Exterior Fabric(s) stucco: textured
Structural System(s) concrete, reinforced
Porches
Orientation W
Foundation continous: stuccoed
Roof Type shed
Secondary Roof Structure(s) pent roof
Roof Surfacing tile: mission
Window Type casement, # bullseye
Ornament Exterior woodwork, # recessed arcade, # wood window grilles
Chimney
Chimney Location
No. of Chimneys
No. of Dormers
Surroundings
No. of Stories 1 1/2
Outbuildings
Map Reference (incl. scale & date) USGS Eustis 7.5 Min. 1966 (PR1980)

Latitude and Longitude

Site Size (approx. acreage of property) LT1

LOCATION SKETCH OR MAP

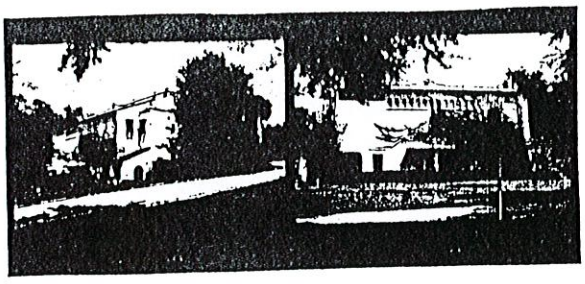


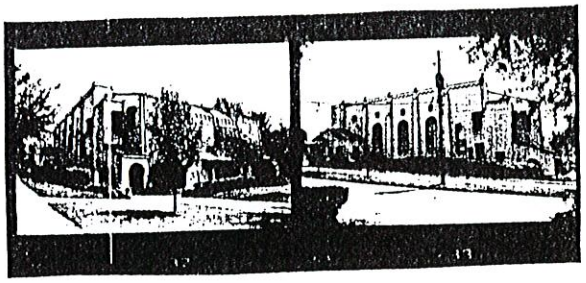
Township	Range	Section
19	27	30

UTM Coordinates:

Zone	Easting	Northing

Photographic Records Number M 30-33
Please attach Photographic Print





Florida Master Site File

HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site # LA00298
Recorder # 148
Field Date 3/15/2008
Form Date 3/15/2008
FormNo 200803
FormNo = Field Date (YYYYMM)

First Site Form Recorded for this Site? NO

GENERAL INFORMATION

Site Name (address if none) 520 N Baker St
Multiple Listing (DHR only)
Other Names >>
Survey or Project Name
Survey#
National Register Category Building(s)

LOCATION & IDENTIFICATION

Address

Street No.	Direction	Street Name	Street Type	Direction Suffix
520	North	Baker	Street	

Cross Streets (nearest/ between)
City / Town (within 3 miles) Mount Dora
In Current City Limits? YES
County Lake
Tax Parcel #(s)
Subdivision Name
Block
Lot
Ownership
Name of Public Tract (e.g., park)
Route to (especially if no street address)

MAPPING

USGS 7.5' Map Name
Publication Date >> EUSTIS;1980
Township: Range: Section: 1/4 section: >> 19S ;27E ;30;UNSP
Irregular Section Name:
Landgrant
UTM: Zone Easting Northing
Plat or Other Map (map's name, location)

DESCRIPTION

Style Mediterranean Revival
Other Style
Exterior Plan Rectangular
Other Exterior Plan
Number of Stories 2
Structural System(s) >> Concrete block
Other Structural System(s)
Foundation Type(s) >> Slab
Other Foundation Types
Foundation Material(s) >> Poured Concrete Footing
Other Foundation Material(s)
Exterior Fabric(s) >> Brick
Other Exterior Fabric(s)
Roof Type(s) >> Flat
Other Roof Type(s)
Roof Material(s) >>
Other Roof Material(s)
Roof Secondary Structure(s) (dormers etc) >>
Other Roof Secondary Structure(s)
Number of Chimneys
Chimney Material
Other Chimney Material(s)
Chimney Location(s)

HISTORICAL STRUCTURE FORM

8LA00298

DESCRIPTION (continued)

Window Descriptions: casement 6, casement 8

Main Entrance Description (stylistic details):

Porches: #open: 1 #closed: #incised: Location(s):
Porch Roof Types(s):
Exterior Ornament:
Interior Plan: Other Interior Plan:
Condition: Good

Structure Surroundings

Commercial: SOME of this category Residential:
Institutional: SOME of this category Undeveloped:

Ancillary Features (Number / type of outbuildings, major landscape features):

Archaeological Remains (describe):
If archaeological remains are present, was an Archaeological Site Form completed?
Narrative Description (optional):

HISTORY

Construction year: 1929
Architect (last name first): Builder (last name first):

Changes in Locations or Conditions

Type of Change	Year of Change	Date Change Noted	Description of Changes
>>			

Structure Use History

Use: Year Use Started: Year Use Ended: >> Community center;;

Other Structure Uses:

Ownership History (especially original owner, dates, profession, etc.):

RESEARCH METHODS

Research Methods: >> Examine local tax records
Other research methods:

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? YES Name of Local Register if Eligible:
Idividually Eligible for National Register? NO
Potential Contributor to NR District? NO

Area(s) of historical significance: >>
Other Historical Associations:

Explanation of Evaluation (required): The property appears to be potentially eligible at the local level under Criterion A for Politics/Government and Social History and Criterion C for Architecture.

ATTACHMENT #2

HISTORICAL STRUCTURE FORM

8LA00298

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF, Including Field Notes, Plans, other Important Documents.

Document type: _____ Maintaining Organization: _____

File or Accession #: _____ Descriptive Information: _____

>> _____

RECORDER INFORMATION

Recorder Name (Last, First) Bland, Myles

Recorder Address / Phone 4104 St. Augustine Road Jacksonville, FL

Recorder Affiliation Bland & Associates, Inc Other Affiliation _____

Is a Text-Only Supplement File Attached (Surveyor Only)? NO

****** MASTER SITE FILE USE ONLY ******

Cultural Resource Type: SS

Electronic Form Used: S110

Form Type Code: NORM

Form Quality Ranking: NEW

Form Status Code: SCAT

SHPO's Evaluation of Resource

_____ Date _____

Supplement Information Status: NO SUPPLEMENT

Supplement File Status: NO SUPPLEMENT FILE

FMSF Staffer: _____

Computer Entry Date: 5/25/2008

Form Comments: _____

REQUIRED PAPER ATTACHMENTS

(1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED

(2) LARGE SCALE STREET OR PLAT MAP

(3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

LA00298-200803
Supplementary Printout

> **USGS map name/year of publication or revision:**
EUSTIS;1980

> **Township/Range/Section/Qtr:**
19S ;27E ;30;UNSP

> **Structural system(s):**
Concrete block

> **Foundation types:**
Slab

> **Foundation materials:**
Poured Concrete Footing

> **Exterior fabrics:**
Brick

> **Roof types:**
Flat

> **Roof materials:**

> **Roof secondary structures (dormers etc):**

> **Change status/year changed/date noted/nature:**

> **Original, intermediate, present uses/year started/year ended:**
Community center;;

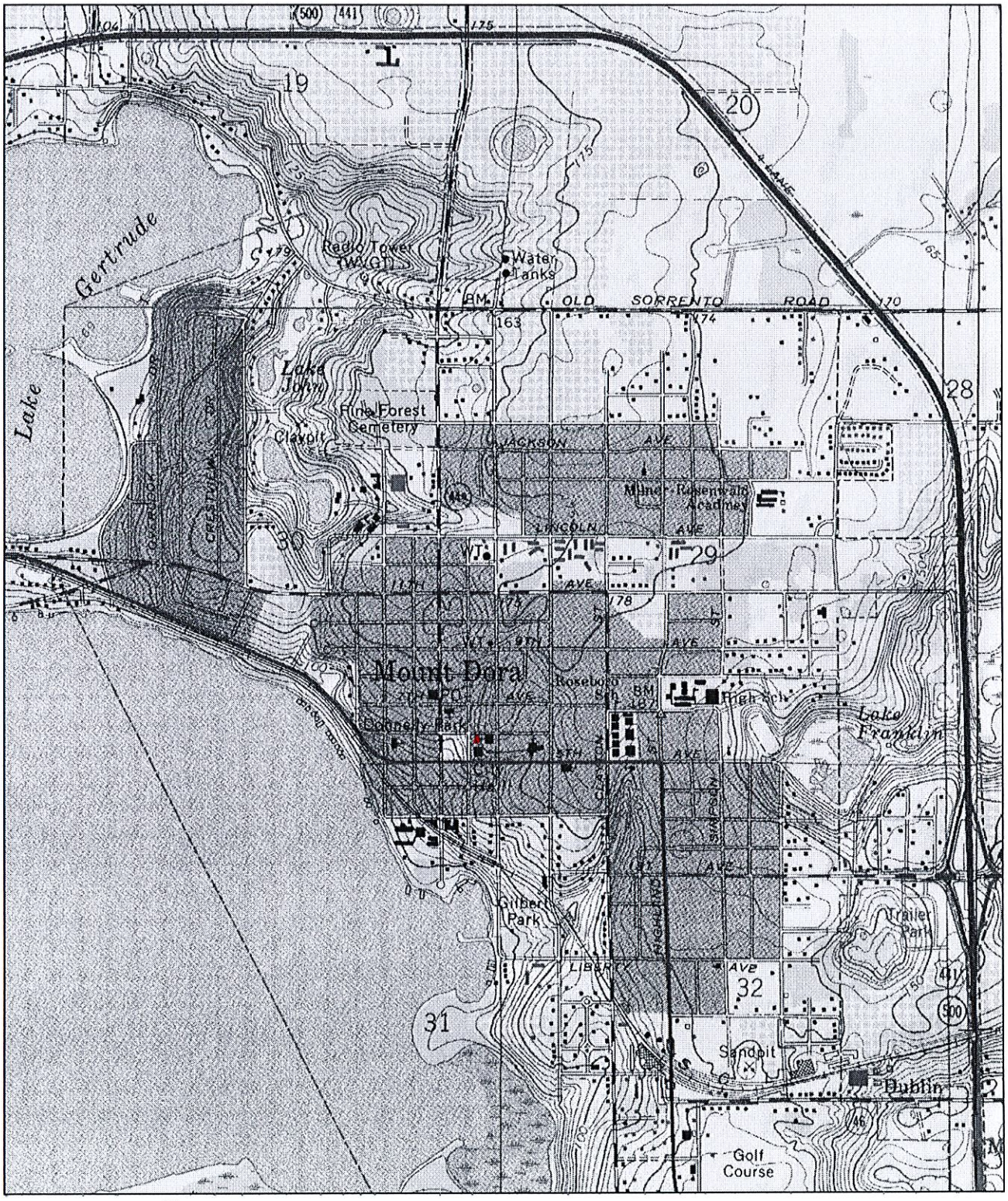
> **Research methods:**
Examine local tax records
FL Master Site File-Cultural Resources
Pedestrian

> **Area(s) of historical significance:**

> **Repositories: Collection/Housed/Accession#/Describe**

> **[Other name(s)]:**

148



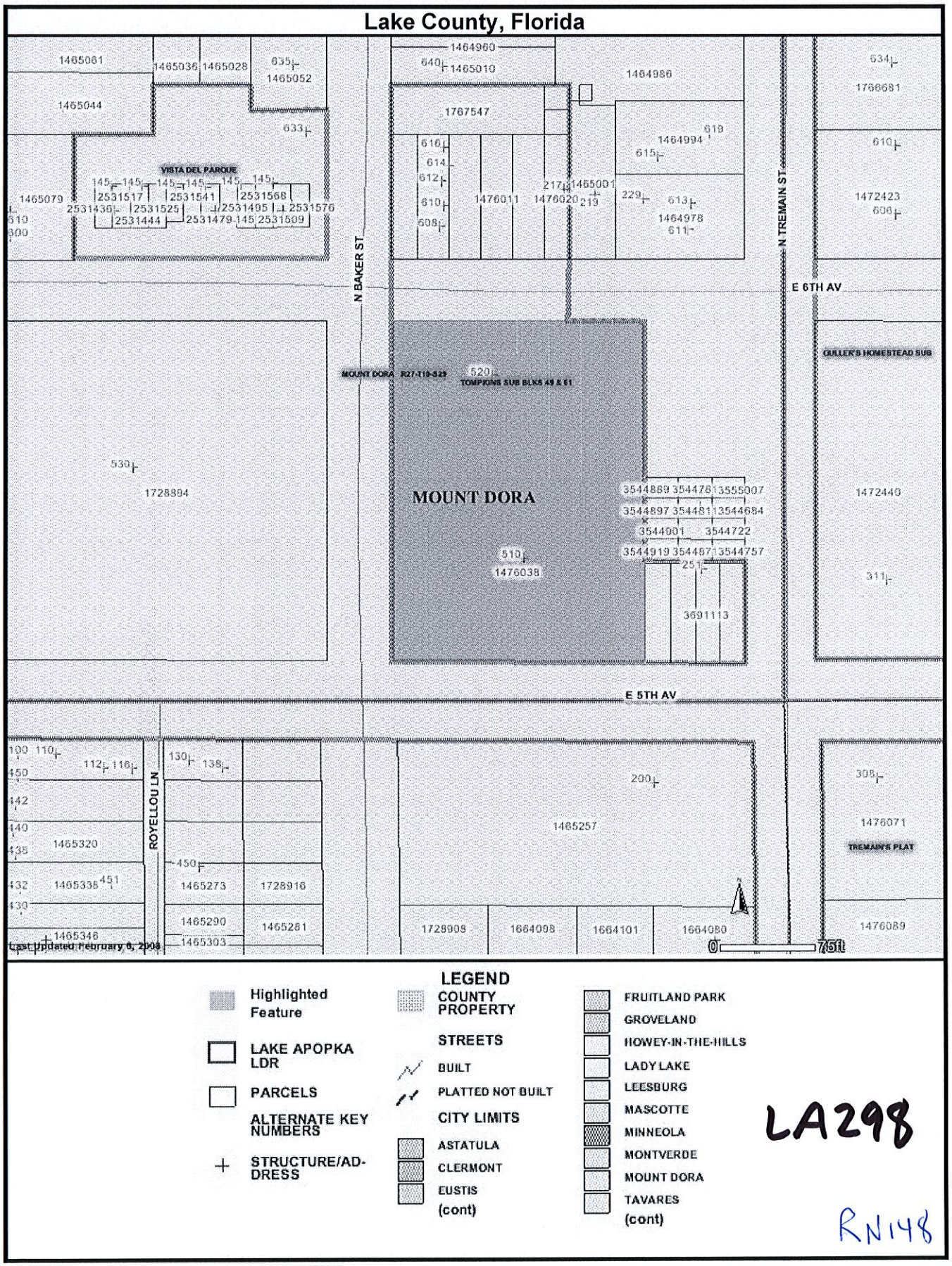
N

0 0.5 Mi

0 2000 Ft

Map provided by MyTopo.com

LA298


Lake County, Florida
MOUNT DORA
N BAKER ST
N TREMAIN ST
E 6TH AV
E 5TH AV
ROYELLOU LN
VISTA DEL PARQUE
MOUNT DORA R27-T19-S29
TOMPKINS SUB BLKS 49 & 61
GULLER'S HOMESTEAD SUB
TREMAIN'S PLAT
Last Updated February 6, 2004
0 761ft
LEGEND
Highlighted Feature
LAKE APOPKA LDR
PARCELS
ALTERNATE KEY NUMBERS
STRUCTURE/ADDRESS
COUNTY PROPERTY
STREETS
BUILT
PLATTED NOT BUILT
CITY LIMITS
ASTATULA
CLERMONT
EUSTIS
(cont)
FRUITLAND PARK
GROVELAND
HOWEY-IN-THE-HILLS
LADY LAKE
LEESBURG
MASCOTTE
MINNEOLA
MONTVERDE
MOUNT DORA
TAVARES
(cont)

LA298

RN148

ORDINANCE NO: 2024-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE MOUNT DORA COMMUNITY BUILDING LOCATED AT 520 N. BAKER STREET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR HISTORIC SITE DESIGNATION; 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 is a Certified Local Government of the State of Florida Division of Historical Resources since April 20, 1998; and

WHEREAS, pursuant to Section 3.6.3 of the City's Land Development Code, the City of Mount Dora is the owner of that property located at 520 N. Baker Street, Mount Dora, Florida and identified by Lake County Tax Parcel Identification Number 30-19-27-2100-061-002004 (Alt. Key # 3902511) seeking a designation of the property as a historic site within the City of Mount Dora and inclusion in the City's Historic Marker Program; and

WHEREAS, pursuant to Section 3.6.3. of the City's Land Development Code, the City's Historic Preservation Board is to nominate properties for designation as historic sites; and

WHEREAS, the Historic Preservation Board held a public hearing on December 13, 2023, to consider the status of the structure on that property located at 520 N. Baker Street and determined the structure has significant character, interest and value as part of the historical, cultural, aesthetic and architectural heritage of the City; and

WHEREAS, pursuant to the provisions of Section 3.6.3 of the City's Land Development Code a nomination for historic site designation shall be formally approved by the City Council.

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

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

SECTION 2. HISTORIC SITE DESIGNATION. That property which is located at 520 N. Baker Street, Mount Dora, Florida, and identified by Lake County Tax Parcel Identification Number 30-19-27-2100-061-002004 (Alt. Key # 3902511) is hereby designated as a historic site within the City of Mount Dora. The Certificate of Historic Significance attached hereto as **EXHIBIT A** shall be executed along with the historic marker to be affixed to the structure located on the property which has been so designated. The subject property and the

structure located upon it are subject to all requirements of the City's Historic Marker Program as set forth in the City's Land Development Code. This designation touches the subject property and shall run with the land, so long as said structure remains on the property.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the designation of properties as historically significant properties and the designation of properties as appropriate for the installation of historic markers, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **SCRIVENER'S ERRORS**. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 6. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this _____ day of _____, 2024.

_____

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

_____
Jeanann Hand, City Clerk
City Clerk

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

_____
Patrick Brackins, City Attorney

EXHIBIT "A"
Certificate of Historic Significance

Let it be known that the

Mount Dora Community Building

Located at 520 North Baker Street, Mount Dora and
Owned by the City of Mount Dora,
Is presented this

Certificate of Historic Significance

For its historical significance to the City of Mount Dora, Florida.
Awarded this __th day of _____, 2024
By the City Council of Mount Dora, Florida,
As recommended by the Historic Preservation Board.

Crissy Stile, Mayor, City of Mount Dora

Det Joks, Chairman, Historic Preservation Board

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

DATE: **January 16, 2024**

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

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

SUBJECT: Lobbyist Update

Introduction:
Gray Robinson, P.A. represents the City of Mount Dora during the 2024 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:
Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached are the December 2023 Monthly Report and the 2024 Pre-Session Report.

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

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

Recommendation:
Data provided is informational.

Attachment(s):
1. Mount Dora December 2023 Report
2. 2024 Pre-Session Report - City of Mount Dora

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Jeanann Hand, City Clerk — Approved - 1/10/2024
Patrick Comiskey, City Manager — Final Approval - 1/10/2024

December 28, 2023

City of Mount Dora
December Activity Report

Florida Jobless Rate

Florida's unemployment rate inched up to 2.9 percent in November.

The November rate was an increase from 2.8 percent in October and represented 324,000 people out of work from a labor force of 11.19 million, according to a report released last week by the Florida Department of Commerce.

The rate has slowly risen since July.

Communications

- Patrick Comiskey
    - Correspondence re Legislative Action Days
    - HB 833- Public Safety Programs filed
- Meeting with Rep.Yarkosky

Next Steps

- Continue to update Mount Dora on grant opportunities
- The 2024 Regular Session will convene on Tuesday, January 9, 2024
- Schedule meetings for Tallahassee visit January 30th

Ryan Matthews/Angela Drzewiecki

GRAYROBINSON

CITY OF MOUNT DORA

2024 Pre-Session Report

Ryan E. Matthews
Government Affairs Deputy Section Chair
Shareholder
850.577.5466
ryan.matthews@gray-robinson.com

Angela M. Drzewiecki
Government Affairs Advisor
850.577.5499
angela.drzewiecki@gray-robinson.com

TABLE OF CONTENTS

GOVERNORS PROPOSED BUDGET HIGHLIGHTS ____ 3

Focus on Florida's Future – Fiscal Year 2024-2025 ____ 3

BILLS OF INTEREST ____ 6

Contracts For Live Entertainment – HB 15 (Rudman) ____ 6

License Taxes – SB 28 (Hooper) and HB 107 (Esposito) ____ 6

Landlords and Tenants -HB 31 (Edmonds) and SB 64 (Osgood) ____ 6

Acceptance of Cash Payments by Businesses – HB 35 (Rudman) and SB 106 (Jones) ____ 7

Comprehensive Waste Reduction and Recycling Plan – SB 36 (Stewart) and HB 455 (Casello) ____ 7

Review of Employment Contracts – SB 40 (Stewart) ____ 7

Public Restroom Requirements – SB 44 (Stewart) ____ 7

Municipal Water and Sewer Utility Rates – HB 47 (F. Robinson) and SB 104 (Jones) ____ 7

Employment and Curfew of Minors – HB 49 (Chaney) ____ 7

County Commissioner Term Limits – HB 57 (Salzman) and SB 438 (Ingoglia) ____ 8

Impeding, Threatening, or Harassing First Responders – HB 75 (Rizo) and SB 184 (Avila) ____ 8

Community Violence Task Force – SB 98 (Jones) and HB 383 (Edmonds) ____ 8

Trees on Residential Property - SB 122 (Stewart) ____ 8

Governing Body Meetings – HB 157 (Caruso) and SB 894 (Bradley) ____ 8

Protections for Public Employees Who Use Medical Marijuana as Qualified Patients – SB 166 (Polsky) ____ 8

Towing and Storage – HB 179 (Bell) and SB 774 (Perry) ____ 9

Anchoring of Vessels in Anchoring Limitation Areas – HB 437 (Porras) and SB 192 (Garcia) ____ 9

Wrecker and Towing-storage Operators – HB 199 (Smith) and SB 202 (Rodriguez) ____ 9

College Campus Facilities in Areas of Critical State Concern – HB 217 (Mooney) ____ 9

Building Regulations – HB 267 (Esposito) and SB 684 (DiCeglie) ____ 9

Intentional Damage to Critical Infrastructure – HB 275 (Canady) and SB 340 (Yarborough) ____ 10

Vacation Rentals – SB 280 (DiCeglie) ____ 10

Transportation – HB 287 (Esposito) and SB 266 (Hooper) ____ 11

Wrecker Operators – SB 332 (Burgess) and HB 661 (Caruso) ____ 11

Agritourism – HB 339 (Roth) and SB 696 (Rodriguez) ____ 11

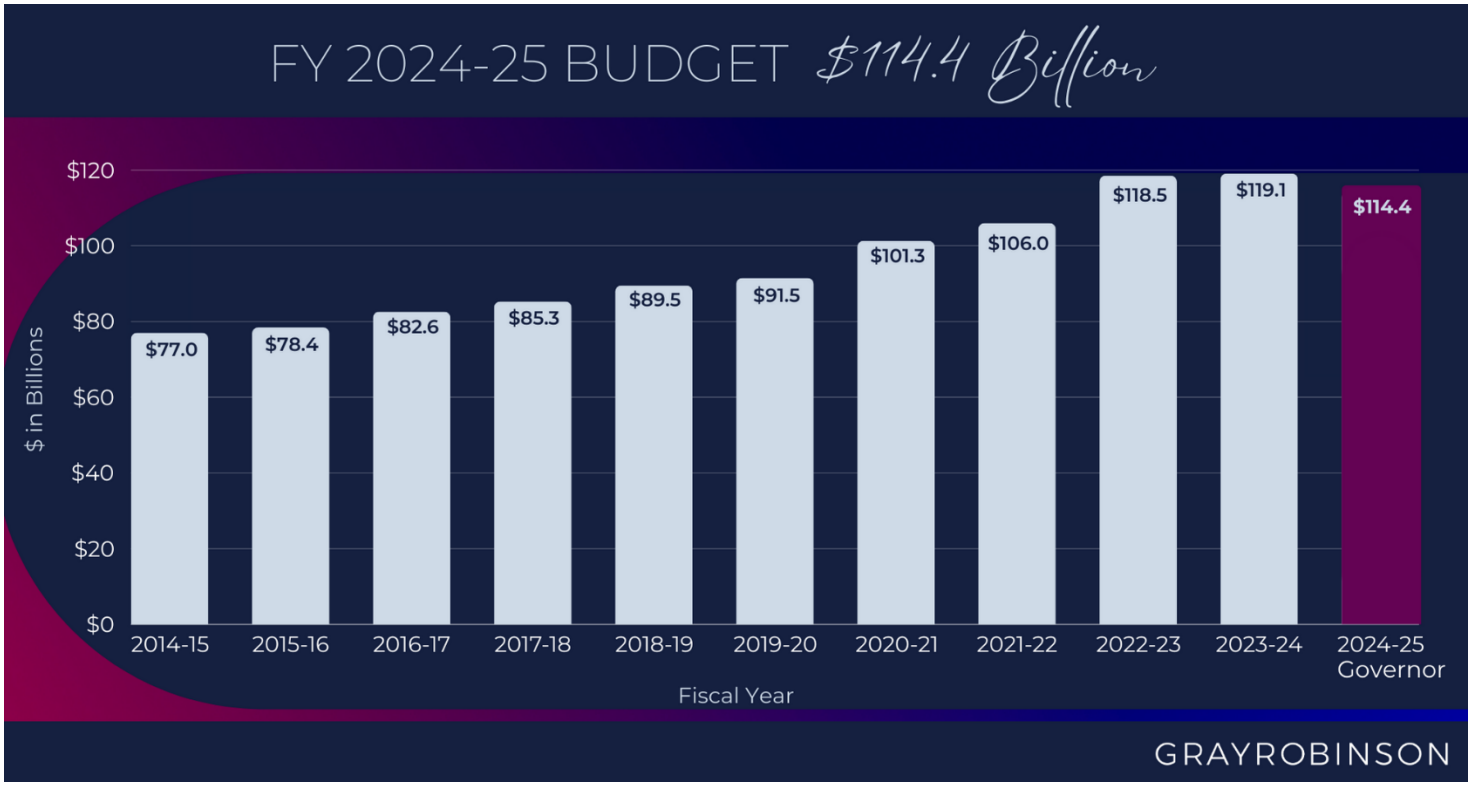
Property Tax Assessment – SB 378 (Garcia) and HB 1105 (Caruso) ____ 11

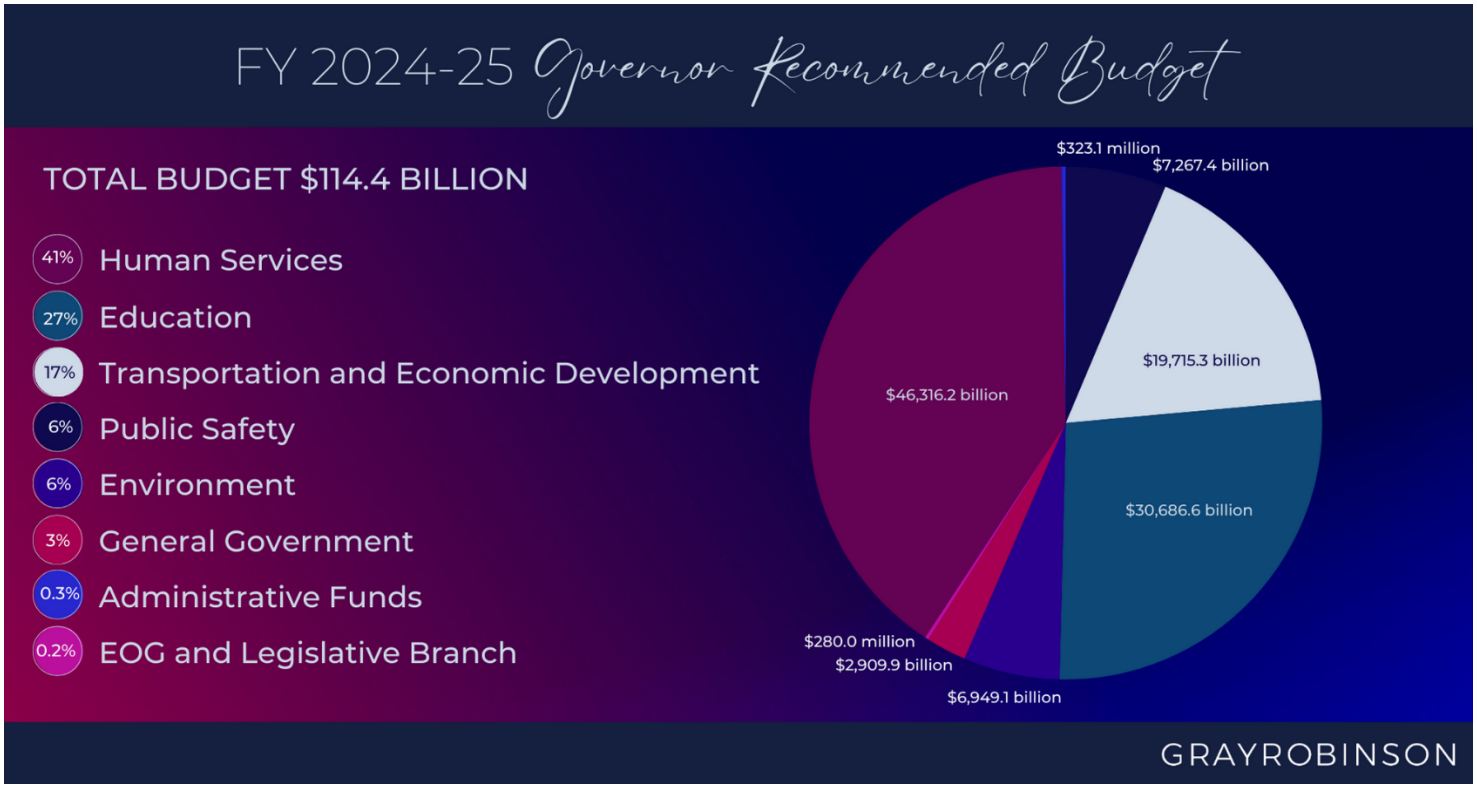
Affordable Housing Parking Requirements – SB 386 (Osgood) ____ 11

Sunshine State One-Call of Florida, Inc., Corp Board of Directors – HB 411 (Smith) 12
Workplace Heat Exposure Requirements – HB 433 (Esposito) 12
Sovereign Immunity – SB 472 (Brodeur) and HB 569 (McFarland) 12
Cybersecurity Incident Liability – HB 473 (Giallombardo) and SB 658 (DiCeglie) 12
Alternative Funding Mobility Systems – HB 479 (W. Robinson) and SB 688 (Martin) 12
Limitation on Local Fee for Virtual Offices – HB 503 (Fabricio) and SB 578 (Ingoglia) 13
Code Enforcement Officers – SB 506 (Wright) 13
Land and Water Management – HB 527 (Maggard) and SB 664 (Burgess) 13
Use of Private Provider for Plans Review and Inspection – HB 579 (Griffits) 13
Complaints Against Law Enforcement and Correctional Officers – HB 601 (Duggan) 13
Local Business Taxes – HB 609 (Botana) and SB 1144 (DiCeglie) 14
Prohibited Use of Human Trafficked Labor in Government Contracts – SB 628 (Simon) and SB 796 (Avila) 14
Expedited Approval of Residential Building Permits – HB 665 (McClain) and SB 812 (Ingoglia) 14
United States Produced Iron and Steel – SB 674 (Boyd) and HB 779 (Griffits) 14
Public Works Projects – HB 705 (Shoaf) and SB 742 (Grall) 14
Improvements to Real Property – SB 770 (Martin) and HB 927 (Trabulsy) 15
Municipal Water or Sewer Utility Rates, Fees and Charges – HB 777 (Brackett) and SB 1088 (Martin) 15
Development Permits and Orders – HB 791 (Esposito/Overdorf) and SB 1150 (Perry) 15
Reemployment of Retired Law Enforcement Officers – HB 853 (McClure) and SB 400 (Burgess) 16
Unsolicited Proposals for Public-Private Partnerships – SB 870 (Boyd) and HB 781 (Clemons) 16
Display of Flags by Governmental Entities – HB 901 (Borrero) and SB 1120 (Martin) 16
Traffic and Pedestrian Safety – SB 980 (Perry) 16
Public Deposits – SB 1018 (Ingoglia) and HB 611 (Botana) 16
Traffic Infraction Detectors – SB 1042 (Garcia) and HB 805 (Borrero) 16
Special Districts – SB 1058 (Hutson) and HB 7013 (Local Administration, Federal Affairs & Special Districts Subcommittee) 16
Increased Homestead Property Tax Exemption – WMC1 (Ways and Means Committee PCB) 17

GOVERNORS PROPOSED BUDGET HIGHLIGHTS

FOCUS ON FLORIDA'S FUTURE – FISCAL YEAR 2024-2025





GOVERNOR RON DESANTIS
Fiscal Year 2024-2025 Budget Highlights

Focus on Florida's Future



ECONOMIC DEVELOPMENT INITIATIVES

- Florida Job Growth Grant Fund - **$100 million**
- VISIT Florida - **$105 million**
- State Small Business Credit Initiative Phase III - **$175.2 million**
- Broadband Equity, Access, and Deployment (BEAD) Program - **$100 million**
- Law Enforcement Recruitment Bonus Payment Program - **$20 million**
- University of Florida Semiconductor Institute (Operating and FCO) - **$80 million**

TRANSPORTATION AND ECONOMIC DEVELOPMENT

FULLY FUNDS AFFORDABLE HOUSING

- Fully Fund Affordable Housing Programs (SAIL, SHIP, Hometown Heroes) - **$398.1 million**
- Open Federally Declared Disasters - **$1.3 billion**
- Community Development Block Grant - Disaster Recovery - **$396 million**
- Unauthorized Alien Transport Program - **$5 million**
- Transportation Work Program - **$14.5 million**
- Moving Florida Forward - **$630 million**



GRAYROBINSON

GOVERNOR RON DESANTIS
Fiscal Year 2024-2025 Budget Highlights

Focus on Florida's Future



MORE THAN $1.1 BILLION IN TAX RELIEF FOR FLORIDIANS

- Temporary Tax Cuts - **$883.9 million**
- 1-Year Insurance Premium Tax - **$250.8 million**
- 1-Year FIGA Assessment - **$143 million**
- 1-Year State Fire Marshall Assessment - **$15.4 million**
- Two Back to School Sales Tax Holidays - **$168.6 million**
- 3-Month Summer Freedom Sales Tax Holiday - **$241.4 million**
- Two 14-Day Disaster Preparedness Sales Tax Holiday - **$48.5 million**
- 7-Day Skilled Worker Tool Sales Tax Holiday - **$16.2 million**

MORE THAN $1.1 BILLION IN TAX RELIEF FOR FLORIDIANS

- Permanent Tax Cuts - **$228.8 million**
- Sales Tax Collection Allowance - **$165 million**
- Over the Counter Pet Medications - **$37.1 million**
- Flood Insurance - **$21.7 million**
- Tax Credit for Employment of Individuals with Unique Abilities - **$5 million**



GRAYROBINSON

GOVERNOR RON DESANTIS
Fiscal Year 2024-2025 Budget Highlights

Focus on Florida's Future

ENVIRONMENT

The Focus on Florida's Future Budget brings the two-year total investment to **$2.9 billion**, more than 80% toward Governor DeSantis' goal of a **$3.5 billion** investment in Everglades Restoration and protection of water resources.

BUDGET INCLUDES MORE THAN $875 MILLION FOR THE PROTECTION OF FLORIDA'S WATER RESOURCES.



- Everglades Restoration - **$745 million**
- Targeted Water Quality Improvements - **$330 million**
  - *Indian River Lagoon Protection Program* - ***$100 million***
  - *Caloosahatchee River and Estuary* - ***$25 million***
- Florida Keys Stewardship Act (FKSA) - **$20 million**
- Alternative Water Supply Grant Program - **$80 million**
- Springs Restoration - **$50 million**
- Innovative Solutions to Algae - **$10 million**
- Water Quality Enhancement and Accountability - **$11 million**
- Harmful Algal Blooms and Red Tide Management - **$30 million**

GRAYROBINSON

GOVERNOR RON DESANTIS
Fiscal Year 2024-2025 Budget Highlights

Focus on Florida's Future

ENVIRONMENT - PROTECTING RESOURCES

- Resilient Florida - **$158 million**
  - *Coral Reef Restoration* - ***$11.3 million***
- Conservation Lands and Waterways - **$125 million**
  - *Florida Forever Program* - ***$100 million***
  - *Florida Communities Trust (FCT)* - ***$15 million***
  - *Florida Recreation Development Assistance Program (FRDAP)* - ***$10 million***
- State Park Enhancements - **$50 million**
- Beach Projects - **$50 million**
- Cleanup of Contaminated Sites - **$211 million**
- Citrus Protection and Research - **$20 million**
- Oyster Habitat Management - **$1.3 million**

The Governor's recommended budget fully complies with Amendment 1 by including over $1 billion for land and water programs funded from documentary stamp tax revenues.



GRAYROBINSON

The 2024 Legislative Session begins on January 9, 2024, and is scheduled to conclude on March 8. With an election looming in late 2024, look for lawmakers to do everything in their power to leave Tallahassee on time and with numerous victories, both in policy and appropriations, to take back home to their districts. Governor Ron DeSantis is scheduled to give his State of the State address on opening day in a joint session before both chambers. The Governor recently released his proposed state budget for the 2024-2025 fiscal year, which begins on July 1. The proposed budget of $114.4 billion acts as a starting point for negotiations as the Legislature works through its process of finalizing a spending plan for the upcoming fiscal year. Three areas of focus for Governor DeSantis: increasing teacher's salaries, continuing Everglades restoration efforts, and upgrading the state correctional facilities.

Following multiple special sessions, the predominant focus of which was the state's struggling property insurance market, look for significant time to be spent on the following policy areas during the 2024 Legislative Session: healthcare; artificial intelligence; post-storm hurricane recovery; pre-storm mitigation; insurance; labor market; public schools; social media; the environment; and taxes. House Speaker Paul Renner and Senate President Kathleen Passidomo are entering their final session as presiding officers. Speaker Designate Danny Perez and President Designate Ben Albritton will succeed them. It will be worth watching what influence both future presiding officers have on the upcoming session. To date, over 1220 bills have been filed, with that number to grow significantly prior to the deadline to officially file bills, which is the first day of session. While the following list is not exhaustive, it can be used as a starting point by which to review proposed policies for the upcoming legislative session.

BILLS OF INTEREST

CONTRACTS FOR LIVE ENTERTAINMENT – HB 15 (RUDMAN)

The bill referred to as the "Right to Rock Act," would prohibit a live entertainment venue accepting state funding from cancelling/terminating an executed contract with persons engaged in a live presentation or performance on the basis of social media or political affiliation. The bill has yet to be heard in committee.

LICENSE TAXES – SB 28 (HOOPER) AND HB 107 (ESPOSITO)

The bills would define the terms "electric vehicle" and "plug-in hybrid vehicle." It will also impose specified additional annual license taxes on electric vehicles; authorize persons and entities to biennially renew vehicle registrations for electric vehicles and plug-in hybrid electric vehicles; and addresses the distribution of proceeds from the additional license taxes and the requirements for how local governments may use those proceeds. HB107 (Esposito) would exempt certain vehicles from specified license fees. The bills have not yet been heard in committee.

LANDLORDS AND TENANTS -HB 31 (EDMONDS) AND SB 64 (OSGOOD)

The bills would limit rent increases to 30% per year for most tenants, require air conditioning in all rental units on the market, and increase the time given (15 days) for notice of termination of a rental agreement when partial payment is made. HB 31 and SB 64 have not yet been heard in committee.

ACCEPTANCE OF CASH PAYMENTS BY BUSINESSES – HB 35 (RUDMAN) AND SB 106 (JONES)

The bills would require certain businesses to accept cash as a payment for any transaction involving the purchase of a tangible good, if in connection with such transaction, the business would accept other means of payment and the customer is physically present at the place of business. Exempt businesses include sales that are not conducted in person; parking facilities owned by municipalities; business providing professional services (accountants, attorneys, architects, engineers, etc.) HB 35 and SB 106 have not yet been heard in committee.

COMPREHENSIVE WASTE REDUCTION AND RECYCLING PLAN – SB 36 (STEWART) AND HB 455 (CASELLO)

The bills require the Florida Department of Environmental Protection to develop a comprehensive waste reduction and recycling plan by July 1, 2025. SB 36 was heard and passed its first committee of reference, the Senate Environment and Natural Resources Committee. The bills have not yet been heard in committee.

REVIEW OF EMPLOYMENT CONTRACTS – SB 40 (STEWART)

The bill requires employers to provide current employees with a copy of their employment contract upon request. The bill has not yet been heard in committee and currently does not have a House companion.

PUBLIC RESTROOM REQUIREMENTS – SB 44 (STEWART)

The bill requires public restrooms with a wheelchair accessible toilet compartment or single-user toilet room which are newly constructed after July 1, 2024, must: (1) install a hook within reach of an average-sized person; and (2) such restrooms must be in compliance with all applicable requirements set forth in the Florida Accessibility Code for Building Construction. The bill has not yet been heard in committee and currently does not have a House companion.

MUNICIPAL WATER AND SEWER UTILITY RATES – HB 47 (F. ROBINSON) AND SB 104 (JONES)

The bills would require a municipality to charge customers receiving its utility services in another municipality the same rates, fees, and charges as it charges consumers within its own municipal boundaries under certain circumstances. The bills have not yet been heard in committee.

EMPLOYMENT AND CURFEW OF MINORS – HB 49 (CHANEY)

The bill removes the following restrictions on work hours for minors 16 and 17 years-of-age: Working before 6:30 a.m. or after 11:00 p.m. or for more than 8 hours in any one day when school is scheduled the following day. When school is in session, working more than 30 hours in any one week. On any school day, being gainfully employed during school hours if they are not enrolled in a career education program. The bill reduces the age from 17 years-of-age to 15 years-of-age, which will prohibit minors 15 years old or younger from working more than: 6 consecutive days in any one week; 4 hours continuously without an interval of at least 30 minutes for a meal period. The bill removes the exception from the restrictions for minors 16

and 17 years-of-age who have graduated from high school or received a high school equivalency diploma and clarifies that minors 16 and 17 years old may work the same number of hours as a person is 18 or older. HB 49 was heard and passed its first committee of reference in the House. The bill currently does not have a Senate companion.

COUNTY COMMISSIONER TERM LIMITS – HB 57 (SALZMAN) AND SB 438 (INGOGLIA)

The bills establish an eight-year term limit for county commissioners. The bills have not yet been heard in committee.

IMPEDING, THREATENING, OR HARASSING FIRST RESPONDERS – HB 75 (RIZO) AND SB 184 (AVILA)

The bills would specify that peaceful recording or observation is not harassment; prohibit approaching a first responder or remaining within a specified distance of such person with the intent to impede, threaten, or harass or physically prevent the person from performing lawful duties after receiving a warning not to approach; and provide criminal penalties. HB 75 was heard and passed its first of two committees in the House. SB 184 was heard and passed its first of three committees in the Senate.

COMMUNITY VIOLENCE TASK FORCE – SB 98 (JONES) AND HB 383 (EDMONDS)

The bills create the Community Violence Task Force within the Florida Division of Law Enforcement (FDLE) to review system failures and causes of high crime areas and violence in urban core neighborhoods and communities. The bills have not yet been heard in committee.

TREES ON RESIDENTIAL PROPERTY - SB 122 (STEWART)

The bill repeals section 163.045, Florida Statutes, which prohibits local governments from requiring notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on a residential property if the property owner provides documentation from a certified arborist or licensed landscape architect that the tree poses an unacceptable risk. Replanting of trees is not required under this section, except for mangrove protection. This bill has not yet been heard in committee and has no House companion.

GOVERNING BODY MEETINGS – HB 157 (CARUSO) AND SB 894 (BRADLEY)

HB 157 (Caruso) will authorize governing bodies of municipalities to convene meetings and conduct official business via teleconferencing or other technological means if certain conditions are met. This bill will also provide limitations on these meetings, providing that if a state of emergency is declared, these limitations will be suspended. The bills have not yet been heard in committee.

PROTECTIONS FOR PUBLIC EMPLOYEES WHO USE MEDICAL MARIJUANA AS QUALIFIED PATIENTS – SB 166 (POLSKY)

The bill will prohibit a public employer from taking adverse personnel action against an employee or a job applicant who is a qualified patient for his or her use of medical marijuana. This bill will also require a

public employer to provide written notice of an employee's or a job applicant's right to explain or contest a positive marijuana test result. Procedures will also need to be put in place on what to do when an employee or job applicant tests positive for marijuana. This bill has not yet been heard in committee and, to date, does not have a House companion.

TOWING AND STORAGE – HB 179 (BELL) AND SB 774 (PERRY)

HB 179 (Bell) prohibits the Florida Highway Patrol from excluding wrecker operators from the wrecker operator system or from being designated as an authorized wrecker operator based solely on a prior felony conviction. It will authorize a towing-storage operator to charge certain fees and will be revising various requirements set. The requirements being revised include the removal of vehicles or vessels by law enforcement agencies and DHSMV, sales, liens, notice of liens, and disposition of property at self-service storage facilities. The bill will require towing-storage to accept certain types of payment, and rental agreements authorize tenants to designate an alternate contact person. The bills have not yet been heard in committee.

ANCHORING OF VESSELS IN ANCHORING LIMITATION AREAS – HB 437 (PORRAS) AND SB 192 (GARCIA)

The bills will revise a section of a statute pertaining to Biscayne Bay in which a person may not anchor a vessel during a specified timeframe. HB 437 was heard and passed its first committee of reference the House Agriculture, Conservation & Resiliency Subcommittee. SB 192 has not yet been heard in committee.

WRECKER AND TOWING-STORAGE OPERATORS – HB 199 (SMITH) AND SB 202 (RODRIGUEZ)

The bills prohibit the exclusion of wrecker operators from wrecker operator systems based solely on prior felony conviction; clarify what fees a towing-storage operator may charge for the incidental to, recovery, removal, or storage of a vehicle or vessel; and mandate that a wrecker and towing operator accept credit cards as a form of payment. The bills have yet to be heard in committee.

COLLEGE CAMPUS FACILITIES IN AREAS OF CRITICAL STATE CONCERN – HB 217 (MOONEY)

The bill will revise the number of beds certain Florida College System institutions may provide to certain persons and authorize such beds to be provided to healthcare workers. This bill will also be revising which funds may not be used for the construction of dormitories. The bill has yet to be heard in committee.

BUILDING REGULATIONS – HB 267 (ESPOSITO) AND SB 684 (DICEGLIE)

The bill removes a provision in Ch. 533, the Building Code, which requires single-family residential dwelling permits to be issued within 30 days unless the application does not conform to the Building Code or local laws or ordinances. However, the bill incorporates the time period to review single-family residential dwellings into the general section related to building permit applications. The bill reduces the time that a local government has to approve, approve with conditions, or deny a building permit application

following receipt of a completed and sufficient application to the following timelines unless the applicant waives such limitation in writing:

- For an applicant using local government plans review to obtain a building permit:
  - Within 30 business days after receiving a complete and sufficient application (currently 120 days, or 30 days for single-family residential dwellings).
- For an applicant using a private provider to obtain a building permit:
  - Within 15 business days after receiving a complete and sufficient application (currently 120 days, or 30 days for single-family residential dwellings).
- For an applicant for a master plan permit:
  - Within 10 business days after receiving a complete and sufficient application (current timeframe is dependent on the local program, or 30 days for single-family residential dwellings).
- For an applicant for a single-family residential dwelling applied for by a contractor licensed in this state on behalf of a property owner who participates in a Community Development Block Grant–Disaster Recovery program administered by the Department of Economic Opportunity:
  - Within 10 business days after receipt of the application unless the permit application fails to satisfy the Building Code or the enforcing agency's laws or ordinances (currently 15 days).

HB 267 was heard, and passed its first committee of reference, the House Regulatory Reform & Economic Development Subcommittee. SB 684 has not yet been heard in committee.

INTENTIONAL DAMAGE TO CRITICAL INFRASTRUCTURE – HB 275 (CANADY) AND SB 340 (YARBOROUGH)

The bills will provide criminal penalties for causing intentional harm or damage to critical infrastructure, including electric substations and corresponding equipment, municipal water and wastewater facilities, natural gas facilities, etc. The bills have not yet been heard in committee.

VACATION RENTALS – SB 280 (DICEGLIE)

SB 280 maintains the current preemption on local governments from adopting zoning ordinances specific to short-term rentals, as well as regulating the duration of stays and the frequency in which the properties are rented. Local Registration Programs:

- The local government has 15 business days after receiving an application for registration to either accept the application or issue a written notice specifying all deficiencies. Both parties may agree to extend the timeline. If a municipality does not accept or deny an application within that 15-day window, that application is deemed approved.
- As a condition of registration, the local registration program may only require the owner or operator of a vacation rental to:
  - Pay a fee of no more than $150 per unit for processing an individual registration application and a $50 per unit yearly renewal. A local government may impose a $300 fine for failure to register.

- Charge a reasonable fee for inspections to ensure compliance with the Florida Building and Fire Prevention Code.

SB 280 was heard, and passed its first committee of reference, Senate Regulated Industries. There is currently no House companion.

TRANSPORTATION – HB 287 (ESPOSITO) AND SB 266 (HOOPER)

The bills will limit the amount of revenue that the Department of Transportation may annually commit to public transit projects. It will authorize the department to enter into comprehensive agreements with private entities for certain purposes. The department will have to pay interest to a contractor and will have to register a motor vehicle used for specified work on projects. This bill will also provide a presumption that if a death, injury, or damage is caused as a result of a motor vehicle being crashed in a construction zone in which the driver was under the influence of marijuana, the driver's operation of such vehicle was the proximate cause of his or her own death, injury, or damage. Revises conditions under which a contractor is immune from liability. It will create a new Local Agency Program within in the department that will focus on funding, including prioritization and reimbursement. The bills have not yet been heard in committee.

WRECKER OPERATORS – SB 332 (BURGESS) AND HB 661 (CARUSO)

The bills mandate Counties establish maximum rates that may be charged by a wrecker operator for the storage of electric vehicles in the operator's storage facilities. Such rates may not exceed the rate for storing gasoline powered vehicles. The bills have not yet been heard in committee.

AGRITOURISM – HB 339 (ROTH) AND SB 696 (RODRIGUEZ)

The bills prohibit local governments from adopting ordinances, regulations, rules, or policies that require certificates of use for certain agriculture lands, facilities, and venues. The bills have not yet been heard in committee.

PROPERTY TAX ASSESSMENT – SB 378 (GARCIA) AND HB 1105 (CARUSO)

The bills modify the timeframe for a property appraiser to file an appeal of a value adjustment board decision and establish a new limitation on homestead tax assessments for property transferred from non-homestead residential property to homestead property. The bills have not yet been heard in committee.

AFFORDABLE HOUSING PARKING REQUIREMENTS – SB 386 (OSGOOD)

The bill requires local governments to reduce parking requirements necessary for development approval for "Live Local" developments where at least 75% of the residential units are affordable for at least 30 years, and the development is located within one-half mile of a major transportation hub. The bill has not yet been heard in committee and, to date, does not have a House companion.

SUNSHINE STATE ONE-CALL OF FLORIDA, INC., CORP BOARD OF DIRECTORS – HB 411 (SMITH)

The bill will require a certain number of underground utility and excavation contractors recommended by the National Utility Contractors Association of Florida to be voting members of the Sunshine State One-Call of Florida, Inc., board of directors. This bill has not yet been heard in committee.

WORKPLACE HEAT EXPOSURE REQUIREMENTS – HB 433 (ESPOSITO)

The bill will preempt the regulation of heat exposure requirements in the workplace be regulated by the state. All local laws, ordinances, resolutions, regulations, rules, codes, policies, and amendments will be void and prohibited. This will require the Department of Commerce to adopt new rules relating to workplace heat exposure requirements if the Occupational Safety and Health Administration has not done so by a certain date. This bill will also prohibit local governments from mandating and imposing certain requirements or from seeking certain requirements from persons related to said requirements. The bill has not yet been heard in committee and, to date, does not have a Senate companion.

SOVEREIGN IMMUNITY – SB 472 (BRODEUR) AND HB 569 (MCFARLAND)

The bills increase the statutory limits on liability for tort claims against the state and its agencies and subdivisions. The current statutory limits for claims are $200,000 per person and $300,000 per incident. Both bills would increase the caps to $400,000 per person and $600,000 per incident. To reflect inflation, the bills require caps to be adjusted annually on July 1 to reflect changes in the regional Consumer Price Index. The bills prohibit an insurance policy from conditioning the payout of a claim on the passage of a claims bill. HB 569 allows a subdivision of the state to settle a claim above the statutory limits without the need for a claims bill. HB 569 narrows the statute of limitation on negligence claims against government entities from 4 years to 2 years. Both the House and Senate bills allow the limitations of liability in effect on the date a final judgment is entered to apply to the claim. Therefore allowing claims that occurred prior to the implementation of these new limits to avail themselves of the increase in caps. The bills have not yet been heard in committee.

CYBERSECURITY INCIDENT LIABILITY – HB 473 (GIALLOMBARDO) AND SB 658 (DICEGLIE)

The bills will provide that a county, municipality, commercial entity, or third-party agent that complies with certain requirements is not liable in connection with a cybersecurity incident. The bills have not yet been heard in committee.

ALTERNATIVE FUNDING MOBILITY SYSTEMS – HB 479 (W. ROBINSON) AND SB 688 (MARTIN)

The bills revise and provide additional guidance concerning the use of mobility plans and the collection of mobility fees. The bills provide definitions for “mobility fee” and “mobility plan” to be used within the Community Planning Act. The bills prohibit local governments from charging for transportation impacts if they are not the local government that is issuing a building permit, require that local governments collect for extra jurisdictional impacts if they are issuing building permits, and prohibit local governments from assessing multiple charges for the same transportation impact. Concerning impact fees, the bills

provide that local governments adopting and collecting impact fees by ordinance or resolution must use localized data available within the previous 12 months of adoption for the local government's calculation of impact fees. The bills have not yet been heard in committee.

LIMITATION ON LOCAL FEE FOR VIRTUAL OFFICES – HB 503 (FABRICIO) AND SB 578 (INGOGLIA)

The bills prohibit a local government from adopting or maintain an ordinance or rule that imposes a tax, charge, fee, or other imposition with respect to the utilization of a virtual office. Virtual office is defined as an office that provides communications services, such as telephone or facsimile services, and address services without providing dedicated office space. The bills have not been heard in committee.

CODE ENFORCEMENT OFFICERS – SB 506 (WRIGHT)

The bill adds code enforcement officers to the list of covered professionals under Section 784.07, Florida Statutes, which provides penalties for assault, battery, aggravated assault, and aggravated battery when the offense is knowingly committed against a law enforcement officer or other specified professionals who are engaged in the lawful performance of his or her duties. The bill has not yet been heard in committee and to date has no House companion.

LAND AND WATER MANAGEMENT – HB 527 (MAGGARD) AND SB 664 (BURGESS)

The bills preempt the regulation of dredge and fill activities under Chapter 403, Florida Statutes to the Department of Environmental Protection. The bills also clarify that buffer zones for land or water delineations established by local governments that exceed the delineation determinations made by FDEP or water management district must be acquired by the local government through an eminent domain action. The bills have not yet been heard in committee.

USE OF PRIVATE PROVIDER FOR PLANS REVIEW AND INSPECTION – HB 579 (GRIFFITS)

The bill requires that private provider firms qualify as business organizations and authorizes an owner or contractor to file a complaint with the Department of Commerce against a local government if certain fees are not reduced should the owner or contractor utilize a private provider in plans review. The bill has not yet been heard in committee and does not have a Senate companion.

COMPLAINTS AGAINST LAW ENFORCEMENT AND CORRECTIONAL OFFICERS – HB 601 (DUGGAN)

The bill determines it unlawful for municipalities or citizen oversight boards to pass or enforce any ordinance relating to the receipt, processing, or investigation of complaints of misconduct by law enforcement officers and correctional officers. The bill also prohibits the creation of any laws in relation to civilian oversight of a law enforcement agency in relation to the investigation of complaints. The bill has not been heard in committee and, to date, does not have a Senate companion.

LOCAL BUSINESS TAXES – HB 609 (BOTANA) AND SB 1144 (DICEGLIE)

The bills repeal Chapter 205, Florida Statutes, with regard to the levy of local business taxes. The bills have not yet been heard in committee.

PROHIBITED USE OF HUMAN TRAFFICKED LABOR IN GOVERNMENT CONTRACTS – SB 628 (SIMON) AND SB 796 (AVILA)

The bills require certain contractors with governmental entities to provide an affidavit attesting the contractor does not use coercion for labor or services. The bills have not yet been heard in committee.

EXPEDITED APPROVAL OF RESIDENTIAL BUILDING PERMITS – HB 665 (MCCLAIN) AND SB 812 (INGOGLIA)

The bills require:

- Counties with a population of 75,000 or more and municipalities with a population of 30,000 or more to create a program to expedite the process of issuing building permits for residential subdivisions by August 15, 2024.
- Creation of a two-step application process to include the adoption of a preliminary plat and a final plat to expedite the issuance of building permits.
- Allowing cities to work with the appropriate local government agencies to issue an address and temporary parcel identification number for lot lines and sizes based on the metes and bounds of the plat contained in the application.
- Require applicants to have a performance bond for up to 130%.
- Require applicants to indemnify local governments that issue the permit.
- Specify that upon an applicant's request, a local government must issue no less than 50% of the permits for dwellings to be built.

The bills have not yet been heard in committee.

UNITED STATES PRODUCED IRON AND STEEL – SB 674 (BOYD) AND HB 779 (GRIFFITS)

The bills require governmental entities to include a requirement in certain contracts that certain iron or steel products be produced in the United States. The bills have not yet been heard in committee.

PUBLIC WORKS PROJECTS – HB 705 (SHOAF) AND SB 742 (GRALL)

The bills revise and expand the definition of "public works project" to include an activity that is paid using any local or state-appropriated funds. Under current law, this is defined as any state funds. The bills prohibit municipalities that contract for a public works project from requiring a contractor to do the following:

- Pay employees a predetermined number of wages or prescribe any wage rate.
- Provide employees with a specified type, amount, or rate of employee benefits.
- Control, limit, or expand staffing.
- Recruit, train, or hire employees from a designated, restricted, or single source.

The bills have not yet been heard in committee.

IMPROVEMENTS TO REAL PROPERTY – SB 770 (MARTIN) AND HB 927 (TRABULSY)

The bills revise requirements relating to the Property Assessed Clean Energy (PACE) program. The bill authorizes local governments to enter financing agreements with property owners to finance or refinance qualifying improvements and requires such agreements to meet specified conditions. The definition of "qualifying improvement" is expanded to include wastewater improvements relating to the repair, replacement, or conversion of a septic tank system and flood and water damage mitigation and resiliency improvements. It revises and specifies public recording requirements for assessment financing agreements and notices of lien. It authorizes local governments to include in any contracts with program administrators' provisions for performing annual reviews to confirm compliance. It imposes numerous new consumer protection requirements on the approval of PACE financing agreements, including requirements that a local government or program administrator determine whether a property owner has the ability to pay the assessment, requirements for disclosures to property owners, requirements for obtaining the consent of certain mortgage holders or loan servicers, requirements for monitoring compliance by qualifying improvement contractors and requirements for annual reporting by local governments. The bills have not yet been heard in committee.

MUNICIPAL WATER OR SEWER UTILITY RATES, FEES AND CHARGES – HB 777 (BRACKETT) AND SB 1088 (MARTIN)

The bills remove statutory authorization for municipalities to impose any surcharge for serving customers outside their municipal boundaries. It specifies that rates, fees, and charges for extraterritorial customers must be just and equitable and be based on the same factors used to fix rates, fees, and charges for customers inside the municipality's boundaries. The bill also requires municipal utilities to conduct a rate study by January 1, 2027, and every seven years thereafter. The bills have not yet been heard in committee.

DEVELOPMENT PERMITS AND ORDERS – HB 791 (ESPOSITO/OVERDORF) AND SB 1150 (PERRY)

The bills require local governments to specify in writing the minimum information that must be submitted for an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. Within 5 business days after receiving an application for approval of a development permit or development order, a local government shall confirm receipt of the application using contact information provided by the applicant. The bills also discuss refunding applicants:

- 10% of the application fee if local government fails to issue written notification of completeness or areas of deficiency within 30 days after receipt.
- 20% of the application fee if local government fails to issue written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information requested
- 50% of the application fee if the local government fails to approve, approves with conditions, or denies the application within 30 days after the conclusion of the 120-day or 180-day timeframe.
- 100% of the application fee if the local government fails to approve, approves with conditions, or denies an application 31 days or more after the conclusion of the 120-day or 180-day timeframe.

The bills have not yet been heard in committee.

REEMPLOYMENT OF RETIRED LAW ENFORCEMENT OFFICERS – HB 853 (MCCLURE) AND SB 400 (BURGESS)

The bills specify that retired law enforcement officers can be reemployed in a position that qualifies for the Special Risk Class by an employer that participates in the Florida Retirement System. The bill reduces the timeframe from 12 months to 6 months, during which a former employee is prohibited from receiving both a reemployment salary and retirement benefits. The bills have not yet been heard in committee.

UNSOLICITED PROPOSALS FOR PUBLIC-PRIVATE PARTNERSHIPS – SB 870 (BOYD) AND HB 781 (CLEMONS)

The bills state that a public entity may proceed with an unsolicited proposal for a qualifying project without engaging in a public bidding process if the responsible public entity holds a duly noticed public meeting at which the proposal is presented, affected public entities and members of the public are able to provide comment, and the responsible public entity determines that the proposal is in the public's interest. The bills have yet to be heard in committee.

DISPLAY OF FLAGS BY GOVERNMENTAL ENTITIES – HB 901 (BORRERO) AND SB 1120 (MARTIN)

The bills prohibit governmental entities from displaying flags that represent a political viewpoint, including, but not limited to, a politically partisan, racial, sexual orientation and gender, or political ideology viewpoint. The bills have not yet been heard in committee.

TRAFFIC AND PEDESTRIAN SAFETY – SB 980 (PERRY)

The bill requires that all plans submitted on or after a specified date for construction of a pedestrian crosswalk on a public highway, street, or road that is located at any point other than at an intersection with another public highway, street, or road must include traffic control signal devices and pedestrian control signals that conform to specified requirements. The bill has not yet been heard in committee, and to date, there is no House companion.

PUBLIC DEPOSITS – SB 1018 (INGOGLIA) AND HB 611 (BOTANA)

The bills add credit unions to a list of financial institutions eligible to be qualified public depositories. The bills have not yet been heard in committee.

TRAFFIC INFRACTION DETECTORS – SB 1042 (GARCIA) AND HB 805 (BORRERO)

The bills provide for the repeal of the ability of local governments to utilize red light cameras. The bills have not yet been heard in committee.

SPECIAL DISTRICTS – SB 1058 (HUTSON) AND HB 7013 (LOCAL ADMINISTRATION, FEDERAL AFFAIRS & SPECIAL DISTRICTS SUBCOMMITTEE)

The bill revises provisions relating to special districts by:

- Creating a 12-year term limit for elected members of governing bodies of most types of independent special districts.
- Requiring a continuation referendum for most independent special districts exercising ad valorem tax authority on a date certain and every 10 years thereafter.
- Providing dissolution process for special districts that voters elect to not continue.
- Adding additional criteria for declaring a special district inactive.
- Revising notice and procedures for proposed declaration of inactive status.
- Authorizing districts that have been declared inactive to expend funds as necessary to service outstanding debt.
- Requiring all special districts to adopt goals and objectives, as well as performance measures and standards, to determine if those goals and objectives are being achieved.
- Repealing a provision that allows a special district to convert itself into a municipality without legislative approval.
- Requiring each petition to create a community development district to contain a sworn affidavit concerning planned development.
- Requiring independent special fire control districts to report certain information to the Division of the State Fire Marshal.
- Requiring mosquito control districts to meet certain conditions required to participate in state programs.
- Prohibiting the creation of new neighborhood improvement districts (NIDs) and requiring the Office of Program Policy Analysis and Government Accountability to conduct a performance review of existing NIDs.

HB 7013 was heard, and passed, its first committee of reference. SB 1042 has not yet been heard in committee.

INCREASED HOMESTEAD PROPERTY TAX EXEMPTION – WMC1 (WAYS AND MEANS COMMITTEE PCB)

The bill proposes a state constitutional amendment to increase the maximum amount of the homestead exemption on homestead properties with an assessed value greater than $50,000 from $25,000 to $50,000.