



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
February 6, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation for Black History Month 4
2. Mount Dora Fun Fact

PUBLIC COMMENT

APPROVAL OF AGENDA

BOARD APPOINTMENTS

1. Lake County Library Advisory Board Appointment 5

CONSENT AGENDA

1. Request Approval of Piggyback Agreement with Hilltop Securities for Financial Advisor Services 9
2. Request Authorization for the Mayor to Sign Modification to Subgrant Agreement between the Division of Emergency Management and the City of Mount Dora 67

-
3. Request Approval of Task Authorization in the Amount of \$600,213.29 with Rep Services, Inc. for the Purchase and Installation of Playground Equipment in Gilbert Park, in Accordance with the Piggyback Agreement Approved on February 7, 2023 138
 4. Approval of Purchase of Nine Police Vehicles and Installation of Necessary Equipment from Garber Ford and Garber Chevrolet Under the Florida Sheriff's Association Cooperative Purchasing Program. 267
 5. Request Approval of Purchase of Code Compliance Vehicle from Duval Ford under the Florida Sheriff's Association Cooperative Purchasing Program 365
 6. Approval of Meeting Minutes 418

ACTION ITEMS

1. Mediated Settlement Agreement for MK and AD Land Investments, LLC and AMCO Development, Inc. 539

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Final Reading and Adoption of **Ordinance No. 2024-01**, Annexation for SAF NOB US 441, LLC (1.40 Acres) 574
2. Request Final Reading and Adoption of **Ordinance No. 2024-02**, Small-Scale Future Land Use Map Amendment for SAF NOB US 441, LLC (1.40 Acres) 615
3. Request Final Reading and Adoption of **Ordinance No. 2024-03**, Change in Zoning for SAF NOB US 441, LLC (1.40 Acres) 665
4. Request Final Reading and Adoption of **Ordinance No. 2024-04**, Designation of Historic Site for the Mount Dora Community Building 690

DISCUSSION ITEM

- | | |
|---------------------------|-----|
| 1. Parking Shuttle Update | 717 |
|---------------------------|-----|

CITY MANAGER'S REPORT

- | | |
|--|-----|
| 1. Informational - City Manager to Report on Emergency Purchases | 719 |
|--|-----|

CITY ATTORNEY'S REPORT

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

UPCOMING MEETING DATES

- February 12, 2024, 6:30 PM, Special Meeting-
Public Hearing
- 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.



PROCLAMATION

WHEREAS, in 1926, historian Carter G. Woodson and other notable African Americans launched a week-long celebration of the achievements of Black Americans and other people of African and Caribbean descent; and

WHEREAS, February has been nationally designated since 1976 as a time to recognize and celebrate the contributions to our nation's culture and history of Americans who are of African and Caribbean descent; and

WHEREAS, Black History, goes back thousands of years and includes some of the greatest, most advanced and innovative societies in our history; and

WHEREAS, Black Americans have played significant roles in the history of Mount Dora's economic, cultural, spiritual and political development while working tirelessly to maintain and promote their culture and history; and

WHEREAS, Black Americans have made valuable and lasting contributions to Mount Dora, achieving exceptional success in all aspects of society including business, civic leadership, education, culture, architectural history and restoration, ministry, arts, agriculture, politics, science and many other areas; and

WHEREAS, we are thankful for the countless contributions of Black Americans in the City of Mount Dora, Florida, and throughout this nation during this month and throughout the year; and

WHEREAS, such understanding of Black History can strengthen the perception of all citizens regarding the issues of human rights and the struggles to eliminate barriers of racial discrimination.

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

BLACK HISTORY MONTH

I call upon public officials, educators, librarians, and all the people of the City of Mount Dora to observe this month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 6th day of February 2024.

Crissy Stile, Mayor



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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Lake County Library Advisory Board Appointment

Introduction:

This is an opportunity for Council to make an appointment to the Lake County Library Advisory Board.

Discussion:

At its January 8, 2024 meeting, the Library Advisory Board voted to name Cathy Gillespie as Chairperson, a position that traditionally also serves as the City of Mount Dora's voting member of the Lake County Advisory Board. Her application for this position is attached (ATTACHMENT #1).

Budget Impact:

n/a

Strategic Impact:

n/a

Recommendation:

City Council appoints Cathy Gillespie to the Lake County Library Advisory Board.

Attachment(s):

1. ATTACHMENT #1 - Cathy Gillespie Lake County LAB Application

Prepared by: Cathy Lunday, Library Director
Reviewed by: Cathy Lunday, Library Director
Jeanann Hand, City Clerk

Approved - 1/23/2024
Final Approval - 1/23/2024

ATTACHMENT #1

LAKE COUNTY BOARD/COMMITTEE GENERAL APPLICATION

☐ Mr. ☒ Ms. Name: Catherine Gillespie Date: 1/10/21
Home Mailing Address: 2861 Mapleton Ln. Mount Dora, FL 32757
Home Physical Address: —
County of Residence: Lake Home Phone: 407 963 7488
E-mail Address: joeandcathyg@comcast.net
Education: B.A. - Education
M.S. - Library Science
Business (Name & Type): —
Business Address: N/A
Business Phone: — Position: —

Training, experience or qualifications related to board/committee to which appointment is sought:

I have been a member of the W.T. Bland Library Advisory Board for 3 terms; have just started my 4th term after appropriate breaks. Served as chair numerous times.

State reasons you are interested in appointment which is sought:

Strong supporter of public libraries. Concerned with present community discussion re removing books that "some" feel inappropriate. Hope that Lake County Library Bd. will help in this battle.

Do you currently serve on a Lake County board/committee?

☒ Yes ☐ No If yes, please identify each board/committee:

Name of Board/Committee:

W.T. Bland Library Advisory Comm.

Have you served on a Lake County board/committee in the past?

☒ Yes ☐ No If yes, please identify each board/committee:

Name of Board/Committee:

W.T. Bland Library Advisory
Lake County Library Bd.

Dates Served:

2019-2022

2020-2022

ATTACHMENT #1

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?

☐ Yes ☒ No *If yes, please identify the entity or agency:*

Are you, your spouse or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the County?

☐ Yes ☒ No *If yes, please identify the entity or agency:*

Please check board(s)/committee(s) that interest you at this time:

☐ Affordable Housing Advisory Committee

☐ Board of Adjustment

*(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)

☐ Board of Building Examiners *(Note: A separate application is required for the Board of Building Examiners)*

*(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)

☐ Children's Services Council

☐ Elder Affairs Coordinating Council

☐ Keep Lake Beautiful Advisory Committee

☐ Lake-Sumter MPO – Community Advisory Committee CAC *(Effective January 1, 2019)*

☒ Library Advisory Board

☐ Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee – ***Please check one:***

☐ *Property owner within the Planning Area (OR)*

☐ *Resident or property owner within a three mile radius of the Planning Area*

Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:

☐ *Land planning*

☐ *Engineering*

☐ *Architecture*

☐ *Ownership or operation of a business*

☐ *Community leadership/volunteerism*

☐ Parks, Recreation and Trails Advisory Board

☐ Planning & Zoning Board

*(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)

☐ Public Safety Coordinating Council

☐ Sales Surtax Oversight Advisory Committee

☐ Tourist Development Council

☐ Value Adjustment Board

☐ Water Safety Advisory Committee

☐ Other _____

***YOU WILL BE REQUIRED TO FILE A FINANCIAL DISCLOSURE FORM, PURSUANT TO CHAPTER 112, FLORIDA STATUTES, IF APPOINTED TO THE BOARD OF ADJUSTMENT, THE BOARD OF BUILDING EXAMINERS, OR THE PLANNING AND ZONING BOARD. Also, due to Florida laws regarding dual office holding, citizens cannot serve on more than one of these above-mentioned boards at one time. In the event this occurs, the member will be required to resign from one of the positions.**

ATTACHMENT #1

References may be secured from the following individuals:

	Name	Address	Phone Number
1.	Cathy Lunday	1995 Donnelly St. Mt Dora	352 735 7180
2.	Pat Gaige	513 Barclay Ave. Altamonte Sprgs.	407 808 7123
3.	Elka Owen		407 222 4241

I will attend meetings in accordance with the adopted policies of Lake County. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations.


Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this application form.

How did you learn of this vacancy?

☐ Newspaper Ad

☐ Internet

☐ LSSC Channel 13

☐ Friend

☒ Other Librarian

Applications are kept on file with the Board of County Commissioners for a period of six months from date of receipt. In the event a vacancy occurs and you are not appointed to a particular board/committee, your application may be reconsidered should another vacancy occur during that six month period.

Please return this completed application to:

Lake County Board of County Commissioners
County Commissioners' Office
P. O. Box 7800
Tavares, FL 32778-7800

Revised 9/10/2018



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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Piggyback Agreement with Hilltop Securities for Financial Advisor Services

Introduction:

This is a request for the City Council to approve a Piggyback Agreement between the City of Mount Dora and Hilltop Securities Inc. to provide Financial Advisory services.

Discussion:

Per the City Charter under Section 23, the City Manager is to advise the City Council fully as to the financial condition and future needs of the City. Additionally, the City Manager is to make any recommendations to the City Council concerning the affairs of the City deemed appropriate. This agreement with Hilltop Securities Inc. will assist the City Manager and the Finance Director to review any pending debt issuances and to make recommendations regarding future refundings, consolidations, and new issues for capital projects and purchases.

The prior agreement with Hilltop Securities for financial services expires on February 15, 2024. The staff wishes to piggyback per the Purchasing Policy Resolution 2021-107 3.1-1 an agreement between the City of Punta Gorda, Florida and Hilltop Securities Inc. for Financial advisory services. This agreement will be per the terms and conditions of the City of Punta Gorda solicitation R2021104 and is a 5-year agreement with one 5-year renewal term. The staff has worked with Hilltop in the past and believe they are well qualified to provide all required services.

Budget Impact:

Cost for their services will be paid from proceeds of any future financing transactions.

Strategic Impact:

This agreement has a direct impact on the City's financial well-being for all future debt issuance, refinances, or master lease agreements.

Recommendation:

City Council to approve the piggyback agreement between City of Mount Dora and Hilltop Securities, Inc.

Attachment(s):

1. Attachment #1 02.06.2024.Hilltop.Reference.Reso No. 2021-107, Purchasing Policy
2. Resolution 2024-05 Piggy Back Hilltop Security
3. Hilltop Piggyback Agreement (2024)

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Rita Meade, Finance Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 1/31/2024

Approved - 1/31/2024

Approved - 1/31/2024

Approved - 1/31/2024

Final Approval - 1/31/2024

ATTACHMENT #1

RESOLUTION NO. 2021-107

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO REVISIONS TO THE PURCHASING POLICY MANUAL; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF RESOLUTION NO.: 2020-126; PROVIDING FOR ADOPTION OF PURCHASING POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora adopts and maintains various policies in order to ensure the most efficient and effective performance of its City Departments; and

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

WHEREAS, the City has determined that it is in its best interest to rewrite its Purchasing Policy in its entirety; and

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

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

SECTION 2. Repeal of Resolution 2020-126. Resolution 2020-126 which adopted the Purchasing Policy Manual is hereby repealed in its entirety.

SECTION 3. Adoption of Purchasing Policy. The City of Mount Dora hereby adopts the Purchasing Policy Manual attached hereto as **Exhibit "A"**.

SECTION 4. 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 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption to the Purchasing Policy Manual, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. 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

ATTACHMENT #1

Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. 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 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 5th day of October, 2021.



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

ATTEST:



JESSICA BURNHAM
CITY CLERK

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



Sherry G. Sutphen
City Attorney

ATTACHMENT #1

EXHIBIT “A” City of Mount Dora Purchasing Policy Manual



PURCHASING POLICY MANUAL

FINANCE DEPARTMENT

October 5, 2021

RESOLUTION 2021 - 107

510 N. BAKER ST.
MOUNT DORA, FLORIDA 32757
VOICE: 352.735.7100
FAX: 352.735.4789

ATTACHMENT #1

PURCHASING POLICY

PURPOSE

The purpose of the City of Mount Dora Purchasing Policy is to simplify, clarify, centralize, and modernize the policies governing Purchasing by the City. It also permits the continued development of comprehensive Purchasing Policies and applicable procedure documents that provide for increased public transparency in public Purchasing. Ensuring the fair and equitable treatment of all persons who do business with the City provides safeguards for maintaining a quality Purchasing process. Promoting effective, broad-based competition ensures the City obtains the quality Goods, Services, and Construction as required by the City to better serve its citizens in a cost-effective and timely manner.

1.1 PURCHASING POWERS

The City Manager is given the power, duty, authority, and responsibility to coordinate the purchase or contract of all commodities, equipment, and services on behalf of the City of Mount Dora. The City Manager shall also coordinate and exercise control over the acquisition of commodities, equipment and services, selection of bidders, and awarding of purchase orders and contracts to vendors.

Specifically, the City Manager shall:

- (a) Designate the Finance Director as the interpreter of this Policy to develop all applicable procedures to support this policy and to handle the procurement responsibilities of the City of Mount Dora as deemed appropriate.
- (b) Require using Departments to file with the Finance Department, detailed requisitions or estimates of departmental requirements in supplies and services in such manner, at such time, and for such future period as the Finance Department shall prescribe.

2-1 PURCHASING AUTHORIZATIONS

All requisitions shall be authorized by the Department Director or designated authority. Requisitions should originate in the Department at the level where the purchase is to be used and routed to the designated approval authority prior to being sent to Finance Department. Requisitions not properly authorized will not be accepted by the on-line system.

2.1-1 ROUTING:

1. For all purchases less than \$75,000.00, the requisitioning Department will enter the requisition into the on-line system for issuance of a purchase order. The Department will obtain quotes as follows:
 - a. Quotes not required under \$5,000
 - i. Estimates are encouraged
 - ii. Preference should be given to local suppliers when possible.
 - b. Three written quotes \$5,000 - \$74,999

ATTACHMENT #1

2. For all purchases \$75,000 or greater, the requisitioning Department will request a formal solicitation to be issued by the Finance Department
3. If the requisition is incomplete or not properly prepared, the Finance Department will notify the originating department.
4. For all purchases of capital goods or services over \$5,000 must be initiated through the City's financial system.

2.1-2 REVIEW OF SPECIFICATIONS-OTHER DEPARTMENTAL APPROVALS REQUIRED.

Prior to issuance formal solicitation or the processing of a requisition with specifications included, review of the items to be purchased and the specifications for certain commodities and services must be made by other departments/divisions within the City to assure open competitive bidding, compatibility, standardization, and up-to-date specifications.

The following are mandated authorizations prior to a formal solicitation being issued:

- A. Department Director
- B. Finance Director
- C. City Manager
- D. Purchasing Manager

3.1 GENERAL PROVISIONS

3.1-1 EXCLUSIONS / NON-COMPETITIVE NEGOTIATION

- A. Expenditures of Federal or State assistance funds and Grants, will be conducted in accordance with the applicable mandatory laws and regulations, which may not be reflected in this Purchasing Policy or may be inconsistent with any provision of this Purchasing Policy.
- B. The following are exempt from the Competitive Solicitation provisions of this Purchasing Policy, but do not preclude the City from issuing a competitive solicitation for such selection if deemed appropriate in the sole discretion of the City:
 - a. Artistic Services.
 - b. Advertisements.
 - c. Auditing Services.
 - d. Commodities or Services provided or awarded by other governmental agencies including, but not limited to: federal, states, counties, cities, school districts, community colleges, and state university systems.
 - e. Communications.
 - f. Continuing education events or programs that are offered to the general public and for which fees have been collected that pay all expenses associated with the event or program.
 - g. Dues, memberships, and subscriptions.
 - h. Emergency Purchases.
 - i. Employment Services

ATTACHMENT #1

- j. Financial services.
- k. Goods and/or Services given to or accepted by the City via Grant, gift or bequest.
- l. GSA Contracted vendors – purchases made directly from vendors awarded a GSA Schedule Contract at prices equal to the vendor's current GSA price.
- m. Intergovernmental (Cooperative & Piggyback) Pricing Agreements.
- n. Medical or health Services
- o. Insurance.
- p. IT Software and Related/Associated Hardware.
- q. Legal Services: Includes attorneys, paralegals, expert witnesses, interpreters, translation services, mediators, and court reporters.
- r. Material from publishers and copyright holders.
- s. Public Notices.
- t. Real Property - Acquisition of Real Property Interests.
- u. Services or commodities exempted by Florida Statutes.
- v. Services or commodities provided by Non-Profit organizations.
- w. Services or commodities which are Direct Payments as listed in this Purchasing Policy.
- x. Sole / Single Source Goods or Services.
- y. Software license renewal and maintenance.
- z. Sponsorships.
- aa. Standardized equipment annual maintenance repairs and support costs.
- bb. Used or pre-owned equipment and vehicles.
- cc. Utilities.
- dd. Workshop and seminar registration, attendance, training, strategic planning and/or costs of job-related travel.

3.1-2 WAIVER OF REQUIREMENTS

The City of Mount Dora may, when deemed to be in the best interest of the City and not inconsistent with law, waive any or all requirements or provisions set forth in this Purchasing Policy and proceed thereafter to take whatever action is deemed necessary and prudent.

3.1-3 CHANGES IN LAWS AND REGULATIONS

In the event an applicable state or federal law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Purchasing Policy, automatically supersede this Purchasing Policy.

3.1-4 CONFIDENTIAL INFORMATION

Confidential information shall be administered in accordance with the Public Records Act, Chapter 119, Florida Statutes. So long as the appropriate notice and identification of the protected information is provided by a Bidder or Respondent, the protected information shall not be disclosed by the City outside of the Finance Department and/or other appropriate City staff members, as necessary for purposes of processing the solicitation through award. All other information submitted by a Bidder or Respondent shall be subject to public records right of access requirements as stated in Chapter 119, Florida Statutes.

ATTACHMENT #1

3.2 AUTHORITY

3.2-1 CITY OF MOUNT DORA CITY COUNCIL

The City Council has the right to award all Commodities, Services, Construction, Agreements and/or Contracts. Except for emergency purchases, all Commodities, Services, Agreements and/or Contract awards exceeding seventy-five thousand dollars (\$75,000) and/or multi-year initial contract term, shall be approved by the City Council prior to execution, unless otherwise provided by City Council action.

3.2-2 CITY MANAGER

The City Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed \$50,000 including task authorizations, change orders and amendments. All purchases of goods and services, in excess of \$50,000, and amendments which cause an increase in excess of \$50,000, shall be awarded by the City Council, except as otherwise provided within this section.

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract provided that an escalation change does not exceed 10% of the total price, including all change orders, not to exceed \$50,000 in total cumulative changes based on the original contract/purchase order amount. Any amendments to contracts which cause an increase in excess of \$50,000, must be approved by City Council.

3.2-3 CITY ATTORNEY

The City Attorney serves as legal counsel and represents the Council and City departments, including Purchasing.

All Contracts, Agreements and/or Amendments, of any type or kind regardless of name, which are meant to bind the City in any manner, shall be reviewed by the City Attorney for legal sufficiency.

3.2-4 FINANCE DIRECTOR

The Finance Director shall:

- A. Supervise the Purchasing of all Goods, Services and Construction required by the City.
- B. Execute, and issue, by mail, email or fax, all regular and electronic Purchase Orders, for Goods, Services and Construction, including Owner Direct Purchases, that are associated with Agreements, Contracts, Task Orders, Amendments, and/or Change Orders approved and/or executed by the City Council or the City Manager or Designee(s).
- C. Manage the City's Purchasing Card (P-Card) Program.
- D. Assist the City Manager in the development, implementation and administration of Purchasing Procedures and processes in the best interest of the City and in accordance with this Purchasing Policy, Florida law, best practices and any other applicable laws, rules and/or regulations.

ATTACHMENT #1

- E. Choose the most advantageous method of payment for all invoices received by the City.
- F. The Finance Director shall be the interpreter of this Policy.

3.2-5 FINANCE DEPARTMENT DUTIES

The Finance Department shall:

- (a) Procure for the City the highest necessary quality in materials and services, at the least expense to the City, pursuant to all applicable laws, policies and procedures.
- (b) Advise and assist the Finance Director in the formulation of policies and procedures in connection with the procurement activities of the City.
- (c) Be the final review of the specifications for correctness, competitiveness and suitability for the purchase of Goods, Services and Construction and in the solicitation process.
- (d) Be a member (non-voting) on the Selection Committees for professional and consulting services to guide the Committees in the prescribed process.
- (e) Maintain and retain the records of his/her office in compliance with the Florida's public records and retention laws.
- (f) Be familiar with other Florida governmental entity contracts for commodities and services, which are available for use by the City.
- (g) Be familiar with all applicable City of Mount Dora Purchasing Policies as well as applicable rules, laws, policies and/or procedures of any governmental entities having jurisdiction over the City of Mount Dora.
- (h) Write, oversee, review, revise and distribute this Policy and all applicable procedural documents.
- (i) Review spend patterns annually to determine if purchases are within the requirements of this Policy.
- (j) To the extent there is not a definition for a specific term listed in this Policy, the standard dictionary definition shall apply.

3.3 ETHICS IN PUBLIC CONTRACTING

3.3-1 STANDARDS OF CONDUCT

Public employment is a public trust. Public employees must discharge their duties impartially so as to assure fair competitive access to governmental Purchasing by responsible Contractors. Employees should conduct themselves in such a manner as to foster public confidence in the integrity of the City's Purchasing process. Failure of a City employee to adhere to this Purchasing Policy or the Purchasing procedures as established by the City Manager shall constitute insubordination and shall subject that

ATTACHMENT #1

employee to disciplinary action, up to and including termination, pursuant to the Personnel Policies and Procedures, of the Administrative Policies.

3.3-2 CONFLICT OF INTEREST

For all Purchases, the City and its officers, employees, Contractors, Vendors, and the likes, shall follow standards of conduct and ethics as regulated by the Florida Statutes, Chapter 112.

3.3-3 LOBBYING

- A. The Lobbying Cone of Silence Period commences upon the issuance of the Solicitation document.
- B. The Lobbying Cone of Silence Period for awards requiring Council approval concludes at the beginning of the meeting at which the Council will be presented the award of approval or a request to provide authorization to negotiate a Contract; however, if the item is referred back to the City Manager for further review or the City Council does not otherwise take action on the item, the Lobbying Cone of Silence Period will be reinstated until such time as the City Council meets to consider the item for final award or authority to negotiate.
- C. The Lobbying Cone of Silence Period for awards requiring City Manager approval concludes upon issuance of a notice of intent to award.
- D. During the Lobbying Cone of Silence, all questions and inquiries concerning procedural matters shall be directed to the Finance Department.
- F. Except in response to communications initiated by authorized City representatives, prohibited contact or communications by Bidders, Responders, their representatives, or the like, during the Lobbying Cone of Silence, may result in disqualification from the Solicitation process in the sole discretion of the City.

3.3-4 PROHIBITION AGAINST CONTINGENT FEES

Contractors and Vendors wanting to do business with the City must not hire a Person to solicit or secure a Contract for a commission, percentage, brokerage, or contingent fee. Any such Contractor, Vendor or the like, found to be in violation of this provision may be disqualified for the Solicitation process and possibly from future processes in the sole discretion of the City.

3.3-5 SPECIFICATION PREPARATION

No Person preparing Solicitation Specifications on behalf of the City, including, but not limited to, architects, engineers, designers, and Consultants for public Contracts, or Subcontractors shall be able to respond to the Solicitation or receive any direct or indirect benefit from the utilization of such Specifications with the exception of contracted Design/Builds firms.

3.3-6 UNAUTHORIZED PURCHASES

- A. No unauthorized purchases shall be allowed.

ATTACHMENT #1

- B. No City employee shall make any Purchasing in the name of the City for personal use.
- C. No City employee shall obligate the funds of the City, except in the case of emergency Purchases, authorized Purchasing card (P-Card) transactions, and/or Direct Payment requests unless handled through the Finance Department procedures and unless duly authorized by the City Council, the City Manager or the Finance Director, as applicable.
- D. Every Purchase Requisition or Contract shall be properly financed and budgeted prior to the issuance of a Purchase Order by the Finance Department. The City Council may provide exceptions to this requirement.
- E. Dividing or breaking up purchases into two (2) or more small purchases to avoid or to circumvent required competition, purchasing authority limitations or an approval process is expressly prohibited.

3.4 PURCHASING ADMINISTRATION

Finance Department shall serve as the central Purchasing Office of the City. The City Manager or Designee thereof may approve operational structural changes as deemed necessary and appropriate from time to time without invalidating the effect of this Purchasing Policy.

3.4-1 PURCHASING METHODS AND SOLICITATION

All Contracts shall be awarded by one of the approved methods of source selection as specified in this Purchasing Policy or in the Florida Statutes. The Finance Department has the authority to determine Source Selection methods.

- A. Purchasing of Construction Services - The Finance Director or designee, shall have the discretion to select the appropriate delivery method for a Construction project. In determining which method to use, consideration shall be given to the City's requirements and resources. Contracts for Construction Services shall be procured in accordance with this Purchasing Policy, Florida Statutes and/or applicable funding requirements and pursuant to any applicable City Procedures established by the City Manager, or Designee.
- B. Public Notice - Public Notice of each formal Solicitation shall be advertised as required and posted electronically. The notice shall state the date, place, and time that Bids, Proposals or Solicitation responses must be received.
- C. Pre-Qualification - A pre-qualification process may be conducted by the Finance Department prior to the issuance of a Solicitation in order to establish a list of qualified Bidders or Respondents.
- D. Formal Solicitations – Unless exempt, all City purchases of Goods, Services and/or Construction, in amounts equal to or greater than the formal Solicitation Threshold shall be conducted using Formal Solicitation Procedures, both as established by the City Manager and in accordance with any applicable Florida Statutes. The procedures will identify different methods, under what conditions a specific method should be utilized and the process necessary to achieve a fair and equitable Solicitation. The City may require Responders to provide presentations to the Evaluation Committee, and/or City Council, during the selection process

ATTACHMENT #1

as stated in the Solicitation document. All Respondents selected for presentation shall be accorded fair and equal treatment.

In order to be considered responsive, a Bid, Proposals or other Solicitation response must be received in the location stated in the Solicitation document, no later than the precise date and time set for the Opening of Bids or Proposals to be considered Responsive. A Bid, Proposal or other Solicitation response received after the time set for Opening is late and will not be considered for award. Those Bids, Proposals or other Solicitation responses received prior to the time set for Opening shall not be opened until the set Opening at which time all documents received shall be opened publicly and recorded by the City in the presence of one or more witnesses at the specific time and place designated in the Solicitation document or as soon as practical thereafter.

- E. Small Purchases - Small purchases for securing Goods and Services that do not exceed the Formal Solicitation Threshold are conducted using informal procedures as established by the City Manager.
- F. Intergovernmental Purchasing/Piggybacks – Except as prohibited by Florida law, the City may participate in, sponsor, conduct or administer a Solicitation for the Purchase of any Goods, Services or Construction with one or more eligible governmental agencies, in accordance with an agreement and entered into between the participants. The City is authorized to enter into intergovernmental cooperative purchases, sometimes referred to as “piggybacking” in which the City will be extended the pricing and terms of a competitively solicited active Contract of another governmental entity. When in the best interest of the City, as determined by the City Attorney, a Cooperative Purchasing/Piggyback Agreement will be executed.
- G. Single/Sole Source Purchasing - A Contract may be awarded without competition when the Finance Director determines, in writing, after conducting a good faith review of available sources and reviewing all applicable documentation, that there is only one source for the required Goods, Services or Construction.

The following criteria must be met to satisfy the Single/Sole Source requirement:

1. It is the only item that will produce the desired results (or fulfill the specific need) ...or
2. The item is available from only one source of supply ... or
3. The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.
4. Preferred vendor/partner of an existing established vendor.
5. Sole/Single Source purchases are exempt from competitive requirements; however, all Sole/Single Source requisitions exceeding \$5,000 in value will be electronically advertised for a period of at least ten (10) business days. For those instances that services are needed involving multiple years, the total of all years must be combined to capture the project, as a whole, so the proper approvals may be obtained.

ATTACHMENT #1

- H. Standardization - Where standardization is determined to be desirable by the Finance Department, the purchase of Materials, Goods and equipment may be made through negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of formal Solicitation requirements provided the item meets the other criteria within the definition of sole source item.

- I. Emergency Purchasing - Notwithstanding any other provisions of this Purchasing Policy, the City Manager, or Designee, may make or authorize others to make Emergency Purchases of Goods, Services or Construction when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with source selection methods contrary to the public interest. This stipulation is provided that such Emergency Purchases shall be made utilizing any existing contracts or whatever competition as is practicable under the circumstances.

A written determination of the basis for the emergency and for the selection of the particular Contractor, Vendor, or the like, shall be maintained by the Finance Department as a public record in the Purchasing file. Purchasing Services will include any Emergency Purchases in the monthly report to the City Council; however, failure to report any such Emergency Purchase shall not invalidate the Purchase provided this Policy and any applicable procedures are followed.

In the event an official state of emergency is declared by the City Council; the City Manager, or Designee, is expressly authorized to execute Contracts with the State of Florida, FEMA and/or other applicable emergency relief entities on behalf of the City in order to accomplish all necessary relief efforts, provided that the requirements of this section have been met.

- J. Owner Direct Purchase Program - When a Construction project is proposed, the Finance Department, in conjunction with the department, will determine, prior to the Solicitation process, whether the Owner Direct Purchase Program will be utilized for a particular project. The City may, if not prohibited by law, exercise the right to purchase directly, various Materials, Goods, and/or equipment to be used in the Construction project pursuant to Florida law.

The Finance Director is authorized to execute Owner Direct Purchase Program Purchase Orders if the associated Contract approved by the City Council or City Manager includes clauses allowing the Owner Direct Purchase Program. Nothing herein shall prohibit the City from deleting items within the Solicitation and purchasing said items directly from a supplier, without further Bidding, in an effort to benefit from the City's tax-exempt status, in accordance with the proper authorization.

- K. Purchasing Card (P-Card) Program - The City recognizes that certain Purchases are more efficiently processed through a P-Card program. The program shall include the establishment, communication and maintenance of procedures for the use and control of the utilization of a P-Card to purchase Goods and Services on behalf of the City. P-Cards may only be used for authorized purposes. The single transaction limit shall be established by the City Manager, or Designee. The P-Card controlled by the Finance Department for Accounts Payable shall be exempt from the single transaction limit.

ATTACHMENT #1

- L. Direct Payments – Unless controlled by an applicable Agreement, Direct Payment requests may be permitted for the following Purchases:

1. Registration of professional associations for membership and certification reimbursement
2. Tuition
3. Utilities
4. Governmental fees
5. Insurance
6. Postage
7. Petty cash reimbursements
8. Subscriptions
9. Sponsorships
10. Refunds
11. Check Request/Reimbursement
12. Legal Services
13. Grant Disbursements for Tenants
14. Software License/Maintenance fees
15. Auditor Services

3.4-2 BID/PROPOSAL ACCEPTANCE AND EVALUATION

- A. Opening - Competitive Sealed Bids/Proposals received in the location stated in the Solicitation document and no later than the precise date and time set for the Opening shall be accepted without alteration or correction. The City reserves the right to accept any or all Bids/Proposals or to waive any formalities, technicalities or irregularities.
- B. Evaluation - Bids/Proposals shall be evaluated based on the requirements set forth in the Solicitation document. No criteria may be used in evaluation that is not set forth in the Solicitation document. With the exception of solicitations procured pursuant to Florida Statutes, Section 287.055, Evaluation of Bids shall include consideration of the total cost for each year of the Contract, including renewal years, as submitted by the Vendor.
- C. Rejection - The City reserves the right, in its sole discretion to reject any or all Bids/Proposals. including but not limited to the following:
1. Previously failed to perform properly, or to timely complete a Contract of a similar nature; or
 2. Failed to establish they are in a position to perform the Contract; and/or
 3. Habitually, and without just cause, neglected the payment of bills or otherwise disregarded its obligations to Subcontractors or employees.
- D. Correction or Withdrawal of Bids - After Bid Opening, no changes in Bid prices or other Bid provisions shall be permitted. In the event of mathematical mistakes in extended pricing, the unit price shall prevail. Mistakes discovered before Opening may be modified or withdrawn via written notice from the Bidder if received in the Finance Department prior to the time set for Bid Opening.

ATTACHMENT #1

- E. Exceeding Allocated Funds - In some circumstances the lowest acceptable Bid for a project may exceed allocated/budgeted funds; however, the project scope, time or economic considerations precludes the re-Solicitation of work of a reduced scope. If such Bid does not exceed the allocation by more than ten percent (10%), the Finance Director and the end user Department are authorized, to negotiate an adjustment of the Bid price with the lowest Responsive and Responsible Bidder so long as the adjusted Bid price does not exceed allocated funds and the City Manager, or Designee, has approved such adjustment.
- F. Tie Bids - If there are two (2) or more Bid submittals that are identical in price and meet all the requirements and criteria set forth in the Solicitation, the award may be made by the Council or City Manager pursuant to the approval limitations as stated in this Purchasing Policy. In making the tie-breaker decision there are three considerations to be applied: Bidder has a Drug Free Workplace Policy in place; Bidder that has an existing Business Tax Receipt (BTR) to do business within the jurisdictional limits of the City of Mount Dora; Bidder has satisfactorily performed a prior contract with the City; and performance timing .

3.4-3 RESPONSIBILITY AND RESPONSIVENESS OF BIDDERS AND RESPONDERS

- A. Factors to be considered in determining if a Bidder is responsible include, but are not limited to, the following:
 - 1. The Bidder's financial condition, physical capacity, professional ability, personnel, or other resources, including the ability to furnish Subcontractors possessing the same qualifications as the Bidder;
 - 2. The Bidder's performance record;
 - 3. Whether the Bidder has successfully paid all fees, taxes, or assessments owed to the City;
 - 4. Whether the Bidder provided all required information concerning its responsibility;
 - 5. Ability to perform with integrity, reliability and in good faith.
- B. Determination of Non-Responsibility - If a Bidder or Responder is found to not have the experience, reputation and/or reliability necessary to assure performance of a Contract, such Bidder or Responder shall be deemed non-responsible and a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the Finance Department. The written finding shall be maintained as part of the City's Purchasing file for the particular Solicitation for which the Bidder or Responder was deemed non-responsive.
- C. Right to Inspect - The City may inspect the plant or place of business of, or equipment to be utilized by a proposed Bidder or Responder or any Subcontractor of an awarded Contract or a Contract to be awarded by the City to assist in determining responsibility.
- D. Establishment of Specific Criteria - The Finance Department may establish specific criteria to determine the responsibility of a Bidder or Responder, relative to a particular Purchase, with said criteria set forth in the Solicitation.
- E. A responsive Bid, Proposal or other form of response is considered responsive if it conforms to all material aspects of the Solicitation as determined by the City.

ATTACHMENT #1

- F. Electronic Signatures – The City will accept electronic signatures on documents submitted electronically.

3.4-4 BONDS AND SECURITY REQUIREMENTS

- A. Bid Security - The City may require the submission of a Bid bond or other form of security to guarantee full Bid compliance. When the Solicitation requires a Bid bond or security, failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive to the requirements of the Solicitation.
- B. Contract Payment and Performance Bonds - When a Contract is awarded the City may require the successful Bidder to supply a payment and performance bond. When a payment and performance bond is required, it shall be in the amount and type satisfactory to the City and executed by a surety company authorized to do business in State of Florida and that is acceptable to the City.

The bonds shall be recorded in the public records of Lake County, Florida, be held by the City Clerk, and shall become binding on the parties upon the execution of the Contract. Nothing in this section shall be construed to limit the authority of the City Council to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified in this Purchasing Policy, when in the best interest of the City.

3. 4-5 CANCELLATION OR REJECTION OF SOLICITATIONS

Solicitations may be cancelled, or any or all submittals in response to a Solicitation may be rejected by the City Manager or Designee, in whole or in part, without recourse, when it is in the best interest of the City. The City will provide said determination in writing, and identify the reason(s) that such action has been taken. Notice shall be electronically posted on the City's bidding sites and sent to all known Solicitation document holders or Bidders/Responders.

3.5 PROTEST AND APPEALS

It is essential that Bidders, Vendors, Contractors and the citizens of the City of Mount Dora have confidence in the policies and procedures for soliciting and awarding Contracts. The City has adopted herein the policy for the protest of a Notice of Intent to Award.

3.5-1 NOTICE OF PROTEST

- A. Notice of Intent to Award - The Finance Department shall post a Notice of Intent to Award on the City website and electronically for a period of at least three (3) business days after the Notice is issued as well as send notice directly to all known Solicitation document holders or Bidders/Responders. The Notice of Intent to Award shall also be posted on the City Bid notification site(s). A Notice of Intent is not issued for certain qualification-based solicitations such as those procured pursuant to Florida Statutes, Section 287.055.
- B. Notice of Protest
1. Notice of Award Protest - Any Bidder or Responder who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Finance Department, by no later than 5:00 pm on the third (3rd)

ATTACHMENT #1

business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder or Responder who cannot show that it would be awarded the Contract if the protest is upheld.

2. Failure to file a Notice of Protest in a timely manner shall constitute a waiver of rights hereunder.
3. The Finance Director shall notify the City Manager of receipt of a Notice of Protest.
4. The Finance Department shall determine if the Notice of Protest was filed in a timely manner and if the protestor meets the criteria of this section. The protestor will be notified in writing whether or not the Notice of Protest meets the requirements of this Purchasing Policy.
5. The Finance Director, with the approval of the City Manager, may require the posting of a protest bond, made payable to the City of Mount Dora.

3.5-2 FORMAL WRITTEN PROTEST

- A. After a Notice of Protest has been filed in a timely manner, a formal written protest must be filed within five (5) business days after the filing of the Notice of Protest. Failure to file a Formal Written Protest in a timely manner shall constitute a waiver of rights hereunder. The alleged basis for the protest shall be limited to the following:

1. The City failed to follow the procedures or requirements specified in the Solicitation document; and/or
2. City employees or Evaluation Committee member(s) engaged in misconduct or impropriety; and/or
3. The City made an identifiable mathematical or other error in evaluating proposals, resulting in the proposal receiving an incorrect score and not being selected for award; and/or
4. The City's designation of the protesting party as non-responsive was incorrect due to an issue of fact or law not apparent on the face of the Bid or proposal document.

- B. Content of Protest - The formal written protest shall state all grounds claimed for the protest and include supporting documentation. Failure to do so shall be deemed a waiver of all protest rights. The protest shall include, at a minimum, the following information:

1. Names, addresses and telephone numbers of the parties protesting.
2. The Solicitation number and project title.
3. A concise statement of the facts and the basis for the protest.
4. Reference to the rules, regulations, ordinances, policies or other legal authority which has been violated or which entitles the protesting party to the relief requested.
5. Supporting evidence or documents to substantiate any arguments.
6. The form of relief requested.

3.5-3 STAY OF PURCHASING DURING THE PROTEST

The City Manager shall decide whether the final award and performance of the Contract should be stayed. If the Finance Director, with the approval of the City Manager, makes a written determination within five (5) days of the Filing of the Formal Written Protest that the protest is clearly without merit and/or that a delay in the performance of the Contract is detrimental to the best interest of the City, the Finance Department may proceed with final award and commencement of performance of the Contract.

ATTACHMENT #1

3.5-4 REVIEW OF PROTEST AND DETERMINATION

The Finance Director shall consider the timeliness of the Formal Written Protest and notify the protestor of its timeliness within seven (7) Business Days following receipt of the Formal Written Protest. The Finance Director will make any pertinent inquiries, and shall have the opportunity to begin to resolve the protest by mutual agreement between the parties. The Finance Director shall confer with the City Attorney and City Manager or designee to review the basis for the protest and the results of the inquiries and, thereafter, shall concur on a determination. The Finance Department will send the protestor the final determination within five (5) Business Days of the same.

3.5-5 APPEALS

- A. If the protestor is not satisfied with the final determination, the protestor may appeal to the City Council by filing an appeal, which sets forth the facts upon which the appeal is based and includes any and all supporting documentation, with the Finance Department within five (5) Business Days of issuance of the final determination.
- B. The Finance Director shall provide copies of any such appeal to the City Manager and the City Attorney.
- C. The Finance Department shall prepare an agenda item for the City Council and schedule the appeal for hearing within thirty (30) days of receipt of the appeal or as soon as practicable.
- D. Failure to file an appeal in a timely manner shall constitute a waiver of rights hereunder.
- E. The decision of the City Council shall be final and conclusive.

3.5-6 STAY OF PURCHASING DURING APPEAL

If an appeal is filed and performance of the Contract was previously stayed by the City Manager pursuant to this section, the filing of an appeal shall automatically continue the stay. If the City Manager has made a written determination that Contract performance without delay is necessary to protect the substantial interest of the City or the health, welfare, and/or public safety of the citizens of the City of Mount Dora, performance of the Contract shall not be stayed during the pendency of the appeal.

3.6 CONTRACTS

3.6-1 TERMS AND CONDITIONS

Any type of Contract which promotes the best interest of the City, and has been approved for legal sufficiency by the City Attorney, may be used. All City Contracts shall include provisions necessary to define the responsibilities and rights of the parties to the Contract.

3.6-2 MULTI-YEAR CONTRACTS AND APPROPRIATION OF FUNDS

A Contract for Goods, Services or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the current fiscal year.

ATTACHMENT #1

Obligations for succeeding fiscal years shall be subject to the availability and appropriation of funds by the City Council.

3.6-3 ADMINISTRATION AND COMPLIANCE

- A. After a contract has been awarded, the City will conduct Contract administration and compliance activities. This encompasses all interaction between the City and the Vendor from the time the Contract is awarded until the work has been completed and accepted or the contract terminated, payment has been made, and disputes, if any, have been resolved.
- B. The end user department's project manager is responsible for the Contract administration and compliance functions to ensure compliance with the Contract, City ordinances, rules and regulations, the City's Purchasing Policy, Florida Statutes, City Procedures and any other applicable requirements.
- C. Right to Audit Records - The City, at reasonable times and places, may audit the books, records, and accounts of any Person, to the extent that the books, records, and accounts relate to the performance of Services in accordance with a City Contract. Any Person that is awarded a Contract or granted a Contract Amendment shall maintain all books, records, and accounts in compliance with generally accepted accounting procedures; and shall retain all books, records, and accounts for such period as deemed necessary, or as may be required by the funding source and designated in the Solicitation and Contract documents, from the date of final payment, termination, or until a full City audit is complete, whichever comes last. All books, records, and accounts related to the performance of a City Contract shall be subject to the applicable provisions of the Florida Public Records Act, Florida Statutes, Chapter 119.
- D. Settlement of a Contract Dispute - The Finance Director, with the concurrence of the City Manager and review by the City Attorney, is authorized to settle disputes arising out of the performance of a City Contract, provided the settlement amount does not cause the total Contract amount, including the settlement amount, to exceed the authority of the City Manager as established in this Purchasing Policy. Any settlement exceeding the authority of the City Manager must be approved by the City Council.

If it is determined that termination is in the best interest of the City, the Finance Department, with review by the City Attorney, shall present a proposed letter of termination for City Council or City Manager approval, based on the original agreement approval.

3.7 SUSPENSION AND DEBARMENT

3.7-1 AUTHORITY TO DEBAR OR TEMPORARILY SUSPEND

- A. The City Council may Debar a person or business entity, for cause, from doing business with the City. The Debarment shall be for a period not to exceed three (3) years from the date of the final Debarment determination by the City Council; however, if the Debarment is based solely upon a previous Debarment by another governmental agency, the period of Debarment shall run concurrently with the period established by that other agency.
- B. The City Manager shall have the authority to temporarily Suspend a person or business entity from doing business with the City during an investigation and pendency of Debarment action.

ATTACHMENT #1

The temporary Suspension shall be for a period not to exceed six (6) months from the date of the Suspension determination by the City Manager.

3.7-2 CAUSES FOR DEBARMENT

Causes for Debarment shall include but are not limited to the following:

- A. Conviction of any person, under any statute of the federal government, this state, or any other state, for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Contractor/Vendor within the last thirty-six (36) months.
- B. Conviction for commission of a criminal offense as an incident to obtaining, or attempting to obtain, a public or private Contract or sub-Contract, or in the performance of such Contract or sub-Contract within the last thirty-six (36) months.
- C. Conviction of or civil judgment against any person based on a violation of a state or federal antitrust statute, relating to a response to a Solicitation within the last thirty-six (36) months.
- D. Violations of Contract provisions within thirty-six (36) months preceding the current Debarment action, of a character which are reasonably deemed to be so serious as to justify the current Debarment or Suspension action.
- E. Abandonment of a Contract.
- F. Knowing failure, without good cause, to perform in accordance with the terms and conditions as stated in an awarded Contract.
- G. Failure to perform or unsatisfactory performance of any of the terms of a Contract with the City. However, failure to perform or unsatisfactory performance caused by acts beyond the control of the person or business entity shall not be considered to be a basis for Debarment or Suspension.
- H. Failure to pay a Contractor, Subcontractor, or Materials provider as required.
- I. A determination by a court of competent jurisdiction, the Florida Department of Business and Professional Regulation or the Federal Government that the person or business has violated the provisions of any Florida Statute, Federal Regulation or local law and/or has been placed on the State of Florida or Federal Government list of Debarred Contractors.
- J. Any other cause that the City Council reasonably considers to be as serious and compelling enough to support a determination for of Debarment.

3.7-3 INITIATION OF DEBARMENT, TEMPORARY SUSPENSION AND FINAL DETERMINATION

- A. The Finance Department shall investigate any information received concerning a possible cause for Debarment.

ATTACHMENT #1

- B. The City Manager may determine that the person shall be temporarily Suspended, from doing business with the City during the investigation, and pendency of a Debarment action.
- C. In the event of temporary Suspension by the City Manager, the Finance Department shall provide written notification to the person or business, regarding the temporary Suspension, r by any method that provides evidence of Receipt, to the addresses provided to the Finance Department by the person or business. The notice of Suspension shall state:
 - 1. The basis for the investigation;
 - 2. That no Solicitation response shall be accepted from the Person and, if received, will not be considered during the temporary Suspension period; and
- D. After investigation, the basis and documentation for the Debarment of a person or business shall be reviewed by the City Manager.
- E. If the City Manager determines that there is no reasonable basis for Debarment, he/she may make a finding of no Debarment and if Suspended reinstate the person or business.
- F. If the City Manager determines that a reasonable basis exists for further Debarment actions, the City Manager, after consultation with the City Attorney, shall request a hearing before the City Council for a final determination regarding Debarment.
- G. If the City Council determines that a person or business should be Debarred, the Finance Department shall provide written notification to the Person, regarding the Debarment by any method that provides evidence of Receipt, to the addresses provided to the Finance Department by the Person. The notice of Debarment shall state:
 - 1. The basis for the Debarment;
 - 2. That any current Contract with the City shall be terminated per the conditions in the Contract;
 - 3. That no Solicitation response shall be accepted from the person or business and, if received, will not be considered during the Debarment period; and
 - 4. The period of Debarment, including the specific date that the Debarment ends.

3.7-4 IMPUTED KNOWLEDGE

- A. Improper conduct by a person may be imputed to a business affiliate for purposes of Debarment where the impropriety occurred in connection with the business affiliate's duties for, or on behalf of, and/or with the knowledge or approval of the actions of the person.
- B. The improper conduct of a person or its business affiliate having a current City Contract with a Contractor/Vendor may be imputed to the Contractor/Vendor for purposes of Debarment where the impropriety occurred in connection with the person/affiliate's duties for, or on behalf of, and/or with the knowledge or approval of the Contractor/Vendor.

3.7-5 MASTER LIST OF DEBARRED OR SUSPENDED PERSONS

The Finance Department shall maintain a Master List of Debarments and Suspensions, which will include, at a minimum, the names of those persons and business entities which have been Debarred or

ATTACHMENT #1

Suspended by the City, the basis for such action, the period including expiration date and the name of the Debarring agency, if the City's Debarment is based on Debarment by another governmental entity.

3.8 LOCAL VENDOR PREFERENCE

A local vendor would be interpreted as a Bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Mount Dora to do business in the City of Mount Dora which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the jurisdictional limits of Mount Dora from which the vendor operates or performs its business. A Post Office box cannot be used to establish a physical address.

A local vendor preference of no greater than 5% (not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Council approval.

3.8-1 EXCEPTIONS TO LOCAL VENDOR PREFERENCE

Exceptions to the application of local vendor preference include, but are not limited to, the following:

- A. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency that disallows local preference;
- B. Purchases made through a cooperative/piggyback Purchasing process;
- C. Purchases subject to Florida Statutes, Section 287.055;
- D. Emergency Purchases or Purchases made during declared emergency operations.

3.9. OTHER PURCHASING METHODS

Additional Purchasing methods may be used in the best interest of the City.

3.9-1 INNOVATIVE PROCUREMENT

Use of Innovative Purchasing methods including, but is not limited to, electronic quoting and bidding systems/processes, virtual processes, online purchases, and the like, shall be permitted subject to other limitations set forth herein.

3.9-2 UTILITY MATERIALS PROCUREMENT

The City Manager is authorized to issue a Purchase Order for utility Materials up to \$100,000 without prior City Council approval.

The City Manager shall notify City Council of any such utility Materials purchased at the next regularly scheduled City Council meeting or as soon thereafter as practical.

3.9-3 DEVELOPER REIMBURSED PROCUREMENT

Private developer reimbursed project Material Purchases are permitted for the materials required for the City through its own forces to complete a portion of a project that results in an

ATTACHMENT #1

improvement or addition to a City owned asset or utility system. This type of Purchase is limited to a maximum materials cost of \$250,000 per project. These materials shall be sourced with a minimum of three written quotes. The quotes shall be acquired through acceptable Innovative Procurement methods. The City Manager is authorized to issue a Purchase Order for such Materials reimbursements without prior City Council approval.

The City Manager shall notify City Council of any such Materials reimbursement at the next regularly scheduled City Council meeting or as soon thereafter as practical.

3.9-4 FLEET VEHICLES AND CAPITAL EQUIPMENT PROCUREMENT

The City Manager is authorized to issue a Purchase Order for fleet vehicles and capital equipment, with a life expectancy of at least five years, in a cumulative amount of up to \$250,000 to a single vendor without prior City Council approval, so long as the Purchases are included in the current adopted or amended budgets for approved Capital Outlay expenditures.

The City Manager shall notify City Council of any such fleet vehicles and capital equipment purchased at the next regularly scheduled City Council meeting or as soon thereafter as practical.

4.0 INVOICE PAYMENT

The City of Mount Dora's shall pay all invoices pursuant to the State of Florida Prompt Payment Act, Florida Statutes, Section 218.70.

The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.

6.0 INSURANCE AND INDEMNIFICATION REQUIREMENTS

All persons, businesses, Contractors, Vendors, and the like, doing business with or Contracting with the City shall indemnify and maintain insurance of the types and limits as determined by the City, taking into consideration the work being completed for the City, the City's legal exposure, cost, complexity or hazardous nature of the contract. Under no circumstance shall the indemnification by a person, business, Contractor, Vendor or the like, of the City, be limited by the types and limits of insurance required by the City. The types of insurance required by the City include, but are not limited to the following:

- (a) WORKERS' COMPENSATION INSURANCE (as required by Florida law)
- (b) COMPREHENSIVE GENERAL LIABILITY INSURANCE
- (c) COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
- (d) OTHER INSURANCE, DEPENDING ON THE TYPE AND VALUE OF CONTRACT
- (e) BUILDERS RISK COMPLETED VALUE COVERAGE
- (f) PROFESSIONAL LIABILITY

ATTACHMENT #1

APPENDIX A

DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set forth below whenever they appear in the Purchasing Policy.

Agreement: Written agreement between two or more competent parties that includes provisions necessary to define the responsibilities and rights of the parties to perform a specific act(s); any type of agreement, regardless of what it is called, for the Purchasing or disposal of goods, services or construction, usually an exchange of goods or services for money or other consideration. The term Agreement may be used interchangeably with the term “Contract” or “Contract Acceptance Letter.”

Amendment: Written modification, which revises specifications, price, quantity, or other terms of the Agreement, upon mutual consent and with a formally executed document signed by both parties.

Bid: A formal written price offer by a Vendor to the City to furnish specific Goods, Services, and/or Construction in response to an Invitation for Bids or a multistep bidding procedure.

Bid Bond/Security: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bidder: Any Person, Firm, Business or other group of individuals that submits a response to a Solicitation. The term Bidder may be used interchangeably with the term Respondent.

Business Day: Days of operation that the City of Mount Dora offices are open, except for holidays recognized by the City, during normal operating hours.

Capital Improvement Project (CIP): Any public improvement which the City undertakes, including the construction or reconstruction in whole or in part, of any building, road, highway, street improvements, physical plant, structure, or facility.

Certificate of Insurance: A document provided by the contractor/consultant to show proof of insurance according to the requirements stated by the City.

Change Order: Modification, deletion or addition to an authorized Purchase Order.

Cone of Silence Period: The period during which bidders and respondents are prohibited from contacting any City Council Member, the City Manager, any requesting or evaluating department personnel and/or any member of the Evaluation Committee.

Consultant: A Person that possesses unique qualifications allowing them to serve and/or perform specialized and/or advisory Services, usually for a fee.

Consultants Competitive Negotiation Act (CCNA): Guidelines for the acquisition of professional architectural, engineering, landscape architecture, or surveying and mapping services, including definitions, procedures and prohibitions as defined in Florida Statute 287.055, as amended.

ATTACHMENT #1

Contract: Obligation, such as an accepted offer, between competent parties upon a legal consideration, to abstain from or to do some act or acts. The term Contract will be used interchangeably with Agreement.

Contractor: Any individual, firm, partnership, corporation, association or other legal entity having a Contract with the City of Mount Dora to furnish Goods, Services, or Construction for an agreed upon price.

City Council: The City of Mount Dora Mayor and City Council Members collectively.

City Manager: Chief Executive Officer for the City, who oversees City operations.

Debar/Debarment: An action taken by the City Council under this Purchasing Policy to prohibit a Person of Firm from participating in City Purchases for an extended period of time.

Department/End User Department/End User/Division/Office: An administrative Department, Division, or Office of the City which utilizes any Goods, Services, or Construction procured under the Purchasing Policy and correlating Procedures. The terms may be used interchangeably.

Designee: A Person given the authority to act on the behalf of another Person of authority.

Evaluation Committee (EC): An evaluation group established for the sole purpose of evaluating responses received for certain City issued formal solicitations.

Finance Director: The principal officer for Purchasing-related activities duly authorized to conduct and approve Purchases as delegated by the City Manager; sign purchase orders for Purchases pursuant to the Purchasing Policy; manage Contracts and make written determinations with respect thereto.

Finance Department: The central City Office responsible for City Purchases. The term may be used interchangeably with Purchasing Department or Office.

Grant: The furnishing by the City of assistance, whether financial or otherwise, to any Person or organization; or the receipt by the City of assistance, whether financial or otherwise, from any governmental or private entity. Grant does not include an agreement whose primary purpose is to procure a specific product, whether in the form of Goods, Services, or Construction.

Materials: Items that are incorporated into, attached to an end item, or consumed in performing a Contract. Materials do not include land, a permanent interest in land, or leases of real property.

Notice to Proceed: A written notification from the Purchasing Manager or Project Manager to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

Purchasing: Buying, purchasing, renting, leasing, or otherwise acquiring of any Goods and/or services for public purposes in accordance with the laws, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes but is not limited to all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and Capital Improvement Projects, as defined herein, required by any division/department/office or agency of the City government regardless of the source of funds.

ATTACHMENT #1

Purchasing Card (P-Card): An instrument used to purchase goods/services in accordance with established procedures.

Proposal: An executed formal document submitted by an offeror to the City stating the good(s) and/or service(s) offered in response to a Request for Proposal or Request for Information.

Public Notice: Written announcement made by the City concerning a Solicitation or other information of general public interest.

Purchase Order: The City's document used to authorize a purchase transaction with a vendor; contains provisions for construction, goods and/or services ordered; applicable terms as to payments, discounts, date of performance and transportation; and other factors or conditions relating to the transaction.

Quotation: An oral or written informal offer to the City by a vendor for furnishing specific goods and/or services at a stated price.

Receipt: Actual Receipt of an item being delivered or the first attempted delivery by certified mail, or by any other means that provides conclusive evidence of the attempt to deliver to the last known address of party.

Request for Letters of Interest (LOI): A non-binding method solicitation method used to obtain information for services or projects that cannot be quantified.

Request for Proposals/Competitive Proposal Solicitation (RFP): A Solicitation method used to solicit proposals from potential providers of Goods, Services, and Construction. Price is not the only determining factor, or the primary determining factor, in an RFP and an award of a Contract may be accomplished in a single step or multi-step process.

Request for Qualifications/Qualifications Based Solicitation or Professional Services (PS): Solicitation method used to solicit proposals from potential providers of specific Services where price is not an evaluation factor.

Request for Quotations (RFQ): An informal Solicitation where oral or written quotes are obtained from a reasonable number of providers, preferably three (3), without formal advertising or Receipt of sealed Bids.

Responder: A Person, Business, Firm or other group of individuals that submits a response to a Solicitation. The term Respondent may be used interchangeably with the term Bidder.

Services: The furnishing of labor, time, and/or effort by professionals or Contractor, wherein the submission of goods or other specific end products other than reports, studies, plans, advisories, contractual documents or other documents relating to the required performance is incidental or secondary.

Sole/Single Source: The only existing source of an item or service or a source chosen because it best meets the needs of the user Department/Division/Office as determined by a reasonably thorough analysis of the marketplace.

ATTACHMENT #1

Solicitation: An invitation or request by which the City invites participation in the Purchasing process.

Specifications/Scope/Scope of Services/Scope of Work: A statement of the requirements for product, materials, or process used to describe the goods and/or services required by the City.

Standardization: The process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the needs of most or all purchases for that purpose and will maintain a degree of continuity to the original or existing decor, equipment or programs.

Subcontractor: Any Person employed to perform part of a contractual obligation under the control of the principal Contractor.

Suspend/Suspension: Action taken by the City Manager under the Purchasing Policy to temporarily disqualify or exclude a Person from participating in City Purchases for a definite period of time.

Task Authorization (TA): Process used by a Department/Division/Office to obtain the appropriate approval for an individual engagement under certain continuing service agreements. The terms may be used interchangeably.

Vendor: A supplier/seller of Goods, Services, and/or Construction. The term Vendor may be used interchangeably with provider or supplier.

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO FINANCIAL ADVISOR 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, from time to time, it is necessary for the City of Mount Dora to explore external funding options for capital improvement projects; and

WHEREAS, accessing various financial markets will provide the best opportunities related to external funding; and

WHEREAS, a qualified financial advisor is needed to assist the City with the analyses and recommendations required to develop the appropriate financial plans to secure external funding; and

WHEREAS, the City of Punta Gorda, Florida, competitively solicited and negotiated an agreement with Hilltop Securities, Inc., for Financial Advisor Services through RFP# R2021104; and

WHEREAS, the City of Mount Dora desires to enter into a contract with Hilltop Securities, Inc., under the same terms and applicable conditions as that agreement executed by the City of Punta Gorda; 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 Punta Gorda and agreement resulting therefrom; and

WHEREAS, pursuant to the City's Purchasing Policy, adopted October 5, 2021, intergovernmental purchasing or "piggyback" purchases and contracts are permitted; and

WHEREAS, the City has determined that in this circumstance, entering into a cooperative purchase agreement with Hilltop Securities, 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 and Authorization to Execute Piggyback Agreement. The Piggyback Agreement, between the City of Mount Dora and Hilltop Securities, Inc., attached hereto as **Exhibit “A”** is hereby approved. The Mayor to authorized to execute the Piggyback 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 Financial Advisor 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.

Signatures on Following Page

PASSED AND ADOPTED this 6th day of February, 20204.

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”
to Resolution 2024-05
Piggyback Agreement for
Financial Advisor Services
between the City of Mount Dora and
Hilltop Securities, Inc.

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 HILLTOP SECURITIES, INC., 450 South Orange Avenue, Suite 460, Orlando, Florida 32801, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest utilize that Financial Advisor Services Agreement between the City of Punta Gorda, Florida, and the CONTRACTOR (“Underlying Contract”), dated October 19, 2022, 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 Punta Gorda through RFP #R2021104; 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:

<u>SECTION 1.</u>	<u>TERM.</u>
-------------------	--------------

The term of this Agreement shall extend from the date of execution through and including October 19, 2027, and may be terminated at any time given at least thirty (30) days written notice to the other party.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the Exhibit "A" attached hereto, which consists of the Underlying Contract and its exhibits.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

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

CITY: City of Mount Dora
Attn: City Manager

510 N. Baker Street
Mount Dora, Florida 32757

Copy to: Patrick Brackins, Esquire
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Pkwy; Suite 100
Maitland, Florida 32751

CONTRACTOR: Hilltop Securities, Inc.
450 South Orange Avenue, Suite 460
Orlando, Florida 32801

SECTION 5. **APPLICABLE LAW, VENUE, JURY TRIAL.**

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

SECTION 6. **MODIFICATION.**

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

SECTION 7. **CONFLICT.**

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of 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: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352)735-7126
CLERK@MOUNTDORA.GOV

- 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.

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2024.

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

Patrick Brackins
City Attorney

HILLTOP SECURITIES, INC.



Print: mark P. Galvin

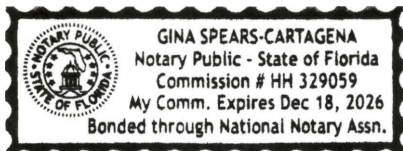
Title: managing Director

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Mark P. Galvin, as Managing Director of Hilltop Securities 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 2nd day of February, 2024.

(stamp)




NOTARY PUBLIC

Exhibit “A”
Cooperative Contract between the
City of Punta Gorda and
Hilltop Securities, Inc.

**AGREEMENT R2021104/SVC-FINADVISOR/2122
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT is dated as of the 19 day of October in the year 2022 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3366

(Hereinafter "**CITY**") and

Hilltop Securities Inc.
450 S. Orange Ave., Suite 225
Orlando, FL 32801
(407)426-9611

(Hereinafter "**CONTRACTOR**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, the CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of this Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. The CITY's appropriate Change Order Authority are the only parties authorized to make changes or modifications by issuance of an official change notice or Amendment to this Agreement.

ARTICLE 1. - WORK

All work to be performed in accordance with this Agreement shall be completed in a timely and professional manner. The Project for which the Work under this Agreement may be the whole or only a part is generally described as follows:

FINANCIAL ADVISORY SERVICES

ARTICLE 2. - CITY STAFF RESPONSIBILITIES

REPRESENTATIVE - The Project has been planned by CITY Staff. FINANCE DIRECTOR, or their designee, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in this Agreement in connection with completion of the Work in accordance with the Agreement Documents.

CONTRACT MANAGER - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of this Agreement.

CONTRACT ADMINISTRATOR - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. – AGREEMENT TERM

A. **AGREEMENT TERM:** This Agreement shall be for a FIVE (5) year period, which shall commence upon the signing of this Agreement by both parties. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the CONTRACTOR. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original Agreement, whichever period is longer. This Agreement will automatically renew for a FIVE (5) year period under the same terms and conditions and current pricing unless written notice of non-renewal is issued NINETY (90) calendar days prior to the expiration date by either the CITY or the CONTRACTOR. A renewal of this Agreement may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the CITY and subject to the availability of funds.

B. **NON-EXCLUSIVE AGREEMENT:** No Guarantee is expressed or implied as to the total volume of commodities/services to be purchased under this open-end Agreement.

C. **ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If urgent delivery is required, within a shorter period than the delivery time specified in this Agreement and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. **SEPARATE PURCHASE ORDER:** CONTRACTOR will receive a separate purchase order as commodities and/or services are required at the prices stated in this Agreement.

APPROPRIATION OF FUNDS: If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. – STATEMENT OF WORK

A. All work issued under this Agreement will be through a Statement of Work (SOW) and agreed to by both parties. The statement of work must provide a description of services, a price proposal with breakdown of estimated hours/quantities, unit prices/hourly rates, total cost of work, and start and completion date.

B. Upon acknowledgment and agreement of the Statement of Work (SOW) by both parties, the CITY shall issue a notice to proceed to the CONTRACTOR. This action will authorize the CONTRACTOR to begin services.

ARTICLE 5 - RIGHT TO REQUIRE PERFORMANCE

Failure of the CITY at any time to require performance by the CONTRACTOR of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

In the event of a violation of any part of this agreement by the contractor, the CITY shall, among other remedies available under law, have the legal remedy to enforce the provisions of this agreement to prevent any interruption of service to the residents of the CITY. In the event a dispute arises between the CITY and the CONTRACTOR relating to this agreement, performance, or compensation hereunder, the CONTRACTOR must continue to render service in full compliance with all terms and conditions of this agreement as interpreted by the city, regardless of such dispute. However, this shall not prevent the CONTRACTOR from seeking legal relief from any interpretation made by the CITY.

ARTICLE 6. – CANCELLATION OF CONTRACT

A. **CANCELLATION CLAUSE:** This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. **TERMINATION FOR CONVENIENCE:** The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. **DEFAULT:** The CITY will provide to the CONTRACTOR written notification stating the nature of non-conformance and/or failure to perform to this Agreement's terms and conditions. All areas cited for non-conformance and/or failure to comply with this Agreement must be remedied by the CONTRACTOR within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONTRACTOR in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONTRACTOR will be removed from the CITY's supplier/contractor list.

D. **DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE.** CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CITY's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

E. **CHANGES TO AWARDED PROJECT TEAM/ PERSONNEL.** Changes to the originally proposed project team shall be submitted to the CITY in writing. Acceptance of the change shall be the sole discretion of the CITY. In the event the CITY does not approve the amended project team, the CITY has the option to terminate the contract. The CITY will reimburse the CONTRACTOR for the work completed up to the time of termination.

ARTICLE 7. – AGREEMENT PRICING

A. Agreement prices must be inclusive of all labor, equipment usage, long-distance charges, shipping, handling, delivery, surcharges or any other incidental charges that may be required for the completion of this Agreement. Agreement price schedule is defined in Exhibit A.

B. **FIXED PRICE TERM:** CONTRACTOR agrees to supply the CITY the items and/or services listed at firm-delivered prices for the first year of this Initial Agreement.

C. **PRICE ADJUSTMENTS:**

1. **MAXIMUM PERCENTAGE INCREASE:** The CONTRACTOR and the CITY agree to establish a maximum percentage increase for the second, third, fourth and fifth years of this initial Agreement term. The CONTRACTOR is responsible for providing written documentation supporting the requested increase to the CONTRACT ADMINISTRATOR in accordance with the Price Adjustment terms stated in this Article.

- a. Second year of the initial Agreement's maximum percentage increase is defined as zero (0)%.
- b. Third year of the initial Agreement's maximum percentage increase is defined as zero (0)%.
- c. Fourth year of the initial Agreement's maximum percentage increase is defined as zero (0)%.
- d. Fifth year of the initial Agreement's maximum percentage increase is defined as zero (0)%.

2. It will be at the CITY's discretion to continue the second and/or the third, fourth and fifth year of this initial Agreement. However, additional consideration by the CITY may be given for extreme and unforeseen volatility in the marketplace as specified in section relating to "Equitable Adjustments".

3. **Equitable Adjustments:** The CITY may, in its sole discretion, make an equitable adjustment in this Agreement's terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the CONTRACTOR'S control; (2) the volatility affects the marketplace or industry, not just this particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of this Agreement would result in a substantial loss. Any and all equitable adjustments will be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR periodically to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the CONTRACTOR.

4. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

5. **AGREEMENT RENEWAL**

- a. Price adjustment, during a renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. The price adjustment must not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12)

Page 3 of 12

months immediately preceding the date of written request for price adjustment. This request will become effective thirty (30) calendar days from the date the notice was received by the CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date thirty (30) calendar days from the CONTRACT ADMINISTRATOR receipt of request). Adjustments will be contingent upon City approval.

- b. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

ARTICLE 8. – INVOICING/PAYMENT TERMS

- A. The payment terms agreed upon by the CITY and CONTRACTOR are net 30. The method of payment is Electronic Funds Transfer (EFT).
- B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.
- C. INVOICES: Invoices must state the work or commodities/goods delivered, location of delivery, quantities, unit prices and extended prices. All prices must be in accordance with Exhibit A. Invoices will not be paid unless and until the requirements have been fully met. Unit prices must be net of all transportation and delivery charges and must be prepaid in full to destination.
- D. PRICE/SALES TAX: Unless otherwise specified herein, the unit prices herein must not include sales or use tax.
- E. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of “laches” as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

ARTICLE 9. – WARRANTY/GUARANTEES

- A. COVENANT AGAINST GRATUITIES: CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it may pursue in the event of CONTRACTOR’s default.
- B. SPECIFICATION WARRANTY. The CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of the solicitation package and this Agreement.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

- A. All requests for changes to the this Agreement will be made in writing and are subject to written acceptance by the appropriate level of CITY authority.
- B. The following are the Change Order Authority Levels for the CITY.
 - 1. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total Agreement price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council’s approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the Agreement amount.
 - 2. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council’s approval.
 - 3. City Council - the City Council shall approve change orders for Agreement exemption that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).

C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

ARTICLE 11. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, must provide insurance and furnish the City with a Certificate of Insurance for **themselves and all subcontractors** as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION MUST BE PROVIDED.
- A CITY Division, Department or Individual name shall NOT appear on the Certificate.
- THE CITY MUST BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

NO OTHER FORMAT WILL BE ACCEPTABLE.

- GENERALLY REQUIRED COVERAGE INCLUDES:
 - COMMERCIAL GENERAL LIABILITY - Not less than \$500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage.
 - Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
 - Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of \$100,000.00 for each accident.
 - Workers Compensation Exemption Granted by the State of Florida Construction and Non-Construction –CONTRACTOR meeting the State's requirements for Construction or Non-Construction (Non-Construction for Corporations and LLC) exemption must hold a current Exemption Certificate issued by the State of Florida for the term of this Agreement.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONTRACTOR must provide notice to CITY at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 12. - CONTRACTOR'S REPRESENTATIONS

A. In order to induce the City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR must be legal to perform business within the state of Florida. If CONTRACTOR is outside of the state of Florida they must hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.
2. CONTRACTOR must hold and maintain current Business Tax Receipt for CONTRACTOR's locality for the term of this Agreement. CONTRACTOR must hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this Agreement IF their business is physically located within the city limits.
3. CONTRACTOR has familiarized himself with the nature and extent of this Agreement, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
4. CONTRACTOR must comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.

Page 5 of 12

5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of this Agreement.
6. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that has been discovered in this Agreement and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.
7. CONTRACTOR certifies they will utilize the E-Verify system in accordance with the terms governing the use of the system to confirm the eligibility of employees and subcontractor requirements in accordance with Florida Statutes, Section 448.095. CONTRACTOR understands and acknowledges that the City shall terminate any contract with a person or entity which has knowingly violated Florida Statutes, Section 448.095.
8. SUBCONTRACTORS:
 - a. CONTRACTOR is fully responsible for the actions of their Subcontractors. Therefore, should a Subcontractor perform work outside of this Agreement's scope of work they do so at the CONTRACTOR's expense and risk not being compensated by the CITY for performing unauthorized work.
 - b. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this Agreement.
9. Equal Employment Opportunity Clause. CONTRACTOR must be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.
10. Contract Work Hours/Safety Standards Act. CONTRACTOR must be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).
11. SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work under this Agreement. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.
12. Competent Personnel. CONTRACTOR warrants that all services will be performed by skilled and competent personnel to the highest professional standards in this scope of work.

ARTICLE 13. – INDEMNIFICATION / LIMITS OF LIABILITY

A. **INDEMNIFICATION** The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY.

Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to misuse or modification of CONTRACTOR's products. If any product is the subject of an infringement suit or in the CONTRACTOR'S opinion is likely to become the subject of such a suit, the CONTRACTOR may at its sole expense PROCURE for the CITY the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure the right to continue using the product, the CONTRACTOR shall remove the product and refund the CITY amounts paid in excess of a reasonable payment for past use. The CITY shall not be liable for any royalties.

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY giving the CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at CONTRACTOR'S sole expense, and (3) assistance in defending the action at CONTRACTOR'S sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the CITY in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

B. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of \$25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

ARTICLE 14. - MISCELLANEOUS

A. PUBLIC RECORDS COMPLIANCE/MANAGEMENT

1. **CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:
 - a. Keep and maintain public records required by the CITY to perform the service.
 - i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
 - b. 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 copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
 - c. Ensure that project 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 this Agreement if the CONTRACTOR does not transfer the records to CITY.
 - d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR ~~or~~ keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR identified in their Submittal Package to this Solicitation the following option elected for the management of public records upon final completion of the project:

☒ CONTRACTOR elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.

☐ CONTRACTOR elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@CityofPuntaGordaFL.com, OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.

B. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of this Agreement and in accordance with Public Records requirement established for the retention period.

C. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY will notify the CONTRACTOR in writing of the disallowance. CITY will also state the means of correction, which may include, but shall not be limited to, adjustment of any future claim/invoice submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

D. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by this Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, will be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

E. SUBSTITUTIONS. In the event the CONTRACTOR is unable to provide the commodity or equipment specified in this Agreement, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the Agreement price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the CONTRACTOR is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the CONTRACTOR.

F. INDEPENDENT CONTRACTOR. CONTRACTOR must perform the services under this Agreement as an independent contractor and not as an employee, or, unless otherwise specifically stated herein, as an agent of the CITY.

G. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

H. JURISDICTION AND VENUE. This Agreement shall be governed in accordance with the laws of the State of Florida, and the parties hereto agree that venue will be Charlotte County, Florida.

I. ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

J. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants,

agreements and obligations contained in this Agreement. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

K. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of this Agreement have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.

CONTRACTOR – HILLTOP SECURITIES INC.

Mina Spears-Castagna
Witness

Address for giving Notices:
450 S. Orange Avenue, Suite 225
Orlando, FL 32801

By:

[Signature]

Print Name:

Joel Tindal

Date:

10/14/2022

CITY OF PUNTA GORDA

[Signature]
Witness David H. Levin

Address for giving Notices:
Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

By:

[Signature]

Print Name:

LYNNE R. MATTHEWS MAYOR

Date:

10/19/2022

**EXHIBIT A – FINANCIAL ADVISOR
AGREEMENT #R2021104/SVC-FINADVISOR/2122
INITIAL PERIOD RENEWAL PERIOD EXTENSION
CONTRACT PERIOD: 10/4/2022 THRU 10/3/27
PRICES EFFECTIVE THROUGH: 10/3/2023**

Linda Trojan, Contract Manager, CONTRACT MANAGER – Ltrogan@pgorda.us, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: Hilltop Securities Inc.

PRIMARY CONTACT INFORMATION: Joel G. Tindal

EMAIL: joel.tindal@hilltopsecurities.com

TELEPHONE: 407-426-9611 FAX: 407-426-7835 CELL: 407-289-1645

MAILING ADDRESS: 450 South Orange Avenue, Suite 225, Orlando, FL 32801

PAYMENT TERMS: Net 30

PAYMENT METHOD: EFT

PURCHASING REQUIREMENTS

- 1) ALL COMMUNICATIONS TO BE DISTRIBUTED BY PROCUREMENT AND RECEIVED BY PROCUREMENT.
- 2) Projects shall be directly related to the **SCOPE OF THE AGREEMENT**. Department shall provide a scope of work for the project.
- 3) All work issued under this Agreement will be through a Statement of Work (SOW) and agreed to by both parties. The statement of work must provide a description of services, a price proposal with a breakdown of estimated hours/quantities, unit prices/hourly rates, total cost of work, and start and completion date.
- 5) Consultant to send their proposal to Procurement. The proposal shall include a scope of service, timeline for completion, and fee schedule by Agreement's current hourly rates and/or unit prices. Procurement will forward to the Department for review and approval.
- 6) Department may negotiate the scope of work with Consultant. ALL REVISED PROPOSALS SHALL BE SENT TO PROCUREMENT INITIALLY WITH CC TO DEPARTMENT CONTACT.
- 7) Department to approve the final proposal via email to Procurement.
- 8) Procurement will process an Amendment for the project and Agenda Item if required.
- 9) Upon approval Procurement will process the PO and Notice to Proceed.

FEE SCHEDULE

BOND SALES:

Schedule of fees per \$1,000,000 of bonds sold or multiple thereof per sale, and minimum and maximum fees per sale:

<u>Amount Issued</u>	<u>Fee</u>
First \$25 Million of Debt Issued	\$1,000.00 per \$1,000,000.00 of debt (\$1.00 per \$1,000.00)
Plus: Amounts over \$25 Million	\$750.00 per \$1,000,000.00 of debt (\$0.75 per \$1,000.00)

	MINIMUM FEE	MAXIMUM FEE
a. General Obligation Bonds	\$ 17,500.00	\$ 60,000.00
b. Water Revenue Bonds	\$ 17,500.00	\$ 60,000.00
c. Other Financings	\$ 17,500.00	\$ 60,000.00
d. Refunding Bonds	\$ 17,500.00	\$ 60,000.00
e. Certificates of Participation	\$ 17,500.00	\$ 60,000.00

OTHER FINANCIAL ADVISORY SERVICES: Advisory fees for services not associated to bonds sales or other financing:

a. Advisory Fees	\$ 250.00/per hour
b. Maximum Round Trip Travel	\$ 225.00/per trip
c. Vice President and Asst. Vice President	\$ 200.00/per hour
d. Associate, Analyst	\$ 175.00/per hour
e. Administration	\$ 75.00/per hour

1) GENERAL SCOPE OF WORK

a) CITY DEBT PROGRAM

- i) Work directly with City staff, bond counsel, independent auditors, and special consultants in developing financial programs and marketing financial instruments.
- ii) Advise on municipal bond market trends and assist in determining the most advantageous time to sell financial instruments.
- iii) Provide advice and assistance in planning debt issues, determining the principal amount of debt to be sold, maturity schedules, call and put features and premiums, taking into account the City's overall financing program.
- iv) Provide advice and assistance concerning debt covenants, pledge of revenues, flow of funds, and legal coverage requirements.
- v) Provide evaluation and editorial review of tables and sections of text for Offering Statements and Notices of Sale prepared by City staff and special consultants.
- vi) Assist in the preparation of draft Offering Statements for each sale.

- vii) Arrange for the printing and mailing of Offering Statements to prospective bidders.
 - viii) Arrange for debt sales advertising in trade journals and periodicals other than the City's normally required legal advertising.
 - ix) Make all necessary arrangements for each debt sale with the registrar and trustee.
 - x) Arrange for printing of bonds and coordinate with bond counsel and registrar.
 - xi) Make all necessary arrangements with, and prepare materials for, the rating agencies, including presentations if deemed advisable, to assure the highest possible debt ratings.
 - xii) Provide explanation and interpretation of the City's offerings to prospective bidders in the municipal securities markets.
 - xiii) Attend debt issuance bid openings and assist City staff in evaluating bids.
 - xiv) Arrange for bond closings with successful bidder, registrar and trustee, bond counsel and City staff, including instructions for closing and signature. If requested by the City, attend such closings.
 - xv) Maintain copies of all transcripts.
 - xvi) Between sales, keep the City abreast of market developments and financing techniques that might be applicable to the City's financing programs.
- b) OTHER FINANCIAL ADVISORY SERVICES -
- i) Review and advise on City projects involving various forms of potential City financings as requested by City staff. Work will include coordination with bond counsel, independent auditors, special consultants, project managers and developers in developing or reviewing appropriate financial analysis.
 - ii) Keep City abreast of changing state and federal laws in connection with City financings.
 - iii) Coordinate amendments and consents related to bond insurers.
 - iv) Assist the City in the selection of the underwriting pool.

Joel Tindal (HTS)

From: Joel Tindal (HTS)
Sent: Friday, October 14, 2022 3:29 PM
To: Anne Heinen
Cc: Richard Branch; Gina Spears-Cartagena (HTS)
Subject: R2021104/SVC-FINADVISOR/2122 - Agreement
Attachments: R2021104Agreement (HTSigned).pdf

Good afternoon,

Attached please find the agreement with our signature. In connection with the agreement we are also providing you with HilltopSecurities' Municipal Advisor Disclosure Statement in the attached. These disclosures provide information regarding conflicts of interest and legal or disciplinary events of the firm that are required to be disclosed pursuant to MSRB Rule G-42. Should you have any questions please let me know.

Thank you.

Joel Tindal

Hilltop Securities Inc.
Managing Director
450 S. Orange Avenue, Suite 225 | Orlando, FL 32801
direct: 407.426.9611 | work mobile: 407.289.1645
joel.tindal@hilltopsecurities.com | [HilltopSecurities.com](https://www.HilltopSecurities.com)

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events.

The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and

investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.

- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form

BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version [MA Client Brochure](#)

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Authorization for the Mayor to Sign Modification to Subgrant Agreement between the Division of Emergency Management and the City of Mount Dora

Introduction:

This is a request for Council to authorize the Mayor to sign a modification to the subgrant agreement between the Florida Division of Emergency Management (FDEM) and the City of Mount Dora related to the erosion control project at the Donnelly Street and boardwalk site.

Discussion:

The original subgrant agreement is modified to extend the term of the agreement for this phase to July 31, 2024. This agreement pertains to the Phase One plans development and permitting activity which are required to be complete before starting the Phase Two review and final grant approval. Plans are complete, but the state environmental permit is still under review. This agreement pertains to FDEM Contract # H0923; Project # 4486-070-R.

This is an extension to the agreement for phase 1 from October 25, 2022, to July 31, 2024. This is pass-through funds to assist the City in the overall project, awarding \$151,012.00. The City is committed to \$16,779.00. The total agreement is in the amount of \$167,792.00. The Federal share is 90% and the City share 10%.

On a side note, the entire Donnelly Street project will be over 1 million for roadway improvement costs, which is an additional grant opportunity.

Budget Impact:

This action has no budget impact.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council authorize the Mayor to sign the modification to the subgrant agreement between the Division of Emergency Management and the City of Mount Dora for erosion control at the Donnelly Street boardwalk under FDEM Contract # H0923; Project # 4486-070-R.

Attachment(s):

1. Attachment #1 4486-070-R - Executed Contract - 7-13-2023 - small
2. 4486-070-R MOD #1 - For Subrecipient Signature - 12-11-2023

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: GEORGE MAREK, Public Works Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 1/8/2024
Approved - 1/9/2024
Approved - 1/31/2024
Approved - 1/31/2024
Final Approval - 1/31/2024



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

July 13, 2023

Mr. George Marek
City Public Works Engineer
900 North Donnelly Street
Mount Dora, FL 32757

Re: Project #4486-070-R, City of Mount Dora

Dear Mr. Marek:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0923 between City of Mount Dora and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Gabrielle.Edmundson@em.myflorida.com. The Project Manager for this contract is:

Gabrielle Edmundson, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Gabrielle Edmundson at (850) 347-2437.

Respectfully,

Laura Dhuwe

Digitally signed by Laura
Dhuwe
Date: 2023.07.13 15:59:18
-04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

ATTACHMENT #1

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

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

(3) CONTACT

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

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

(9) FUNDING

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

ATTACHMENT #1

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

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

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

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

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

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

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

ATTACHMENT #1

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

- i. They are provided under established written leave policies;
 - ii. The costs are equitably allocated to all related activities, including Federal awards; and,
 - iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:
- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

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

ATTACHMENT #1

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

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

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

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

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

ATTACHMENT #1

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

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

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

(11) AUDITS

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

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

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

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

ATTACHMENT #1

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

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

DEMSingle_Audit@em.myflorida.com

OR

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

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

(12) REPORTS

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

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

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

ATTACHMENT #1

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

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

ATTACHMENT #1

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

(15) DEFAULT

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

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

(16) REMEDIES

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

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

ATTACHMENT #1

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

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

(17) TERMINATION

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

(18) PROCUREMENT

ATTACHMENT #1

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

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

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

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

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

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

- a) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
- b) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

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

ATTACHMENT #1

(19) ATTACHMENTS

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

(20) PAYMENTS

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

ATTACHMENT #1

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

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

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

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

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

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

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

ATTACHMENT #1

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

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

ATTACHMENT #1

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

ATTACHMENT #1

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

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

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

ATTACHMENT #1

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

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

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

ATTACHMENT #1

- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

ATTACHMENT #1

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

SUB-RECIPIENT: CITY OF MOUNT DORA

By: 

Name and Title: CRISSY STILE MAYOR

Date: JUNE 20, 2021

FEID#: 59-6000380

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2023.07.13 15:58:59 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 13-JUL-2023

ATTACHMENT #1

EXHIBIT – 1

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

Federal Program

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

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

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

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

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

Federal Program:

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

ATTACHMENT #1

Attachment A Budget and Scope of Work

STATEMENT OF PURPOSE:

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

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

PROJECT OVERVIEW:

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

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

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

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

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

TASKS & DELIVERABLES:

A) Tasks:

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

ATTACHMENT #1

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

B) Deliverables:

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

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

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

D) Environmental:

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

ATTACHMENT #1

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

E) Programmatic:

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

ATTACHMENT #1

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

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

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

F) FINANCIAL CONSEQUENCES:

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

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

Schedule of Work

Phase I –

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

ATTACHMENT #1

BUDGET

Line Item Budget*

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

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

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

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

Funding Summary Totals

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

ATTACHMENT #1

Attachment B Program Statutes and Regulations

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

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

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

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

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

ATTACHMENT #1

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

ATTACHMENT #1

Attachment C

Statement of Assurances

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

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

ATTACHMENT #1

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

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

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

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

ATTACHMENT #1

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

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

ATTACHMENT #1

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

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

ATTACHMENT #1

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

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

ATTACHMENT #1

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

ATTACHMENT #1

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Mount Dora

REMIT ADDRESS: 900 N. Donnelly Street

CITY: Mount Dora STATE: FL ZIP CODE: 32757

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

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0923

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

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

Invoice Period: _____ through _____ Payment No: _____

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

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

TOTAL CURRENT REQUEST: \$ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

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

ATTACHMENT #1

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

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

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

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

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

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

ATTACHMENT #1

Attachment E JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF MOUNT DORA

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

☐ ADVANCE REQUESTED

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

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

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

ESTIMATED EXPENSES

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

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

ATTACHMENT #1

Attachment F QUARTERLY REPORT FORM

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

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

Advance Payment Information:

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

Financial Amount to Date:

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

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

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

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone

Dates (estimated)

State Contracting

Closeout Compliance

Estimated Project Completion Date:

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

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

Cost / Financial **Comments:**

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

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

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

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activities completed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

ATTACHMENT #1

Attachment G Warranties and Representations

Financial Management

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

Procurements

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

Business Hours

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

Licensing and Permitting

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

ATTACHMENT #1

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

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

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Mount Dora
Sub-Recipient's Name
H0923
DEM Contract Number
4486-070-R
FEMA Project Number

ATTACHMENT #1

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: 4486-070-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 150,012.80

OBLIGATION/ACTION DATE: October 25, 2022

SUBAWARD DATE (if applicable): _____

UEID/SAM#: KRYJPNM9B9M7

ATTACHMENT #1

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

BUSINESS NAME: City of Mount Dora
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: 510 N. Baker St
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY Mount Dora STATE FL ZIP CODE+4** 32757
PARENT COMPANY UEID/SAM# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____
DESCRIPTION OF PROJECT (Up to 4000 Characters)

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

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

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

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

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

ATTACHMENT #1

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

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

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

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

Yes ☐ No ☒

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

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

Yes ☐ No ☐

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

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

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

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

- i. Salary and bonus.

ATTACHMENT #1

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

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: 

NAME AND TITLE: CRISSY STILE, MAYOR

DATE: JUNE 20, 2023

ATTACHMENT #1

Attachment J Mandatory Contract Provisions

Provisions:

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

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

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

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

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

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

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

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

ATTACHMENT #1

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

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

ATTACHMENT #1

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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


Signature of Sub-Recipient/subcontractor's Authorized Official

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

JUNE 20, 2023
Date

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Mount Dora
PROJECT #:	4486-070-R
PROJECT TITLE:	City of Mount Dora, Donnelly Street Stabilization, Erosion Control
CONTRACT #:	H0923
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	George Marek City Public Works Engineer 900 North Donnelly Street Mount Dora, Florida 32757

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

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

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 347-2437 or email me at Gabrielle.Edmundson@em.myflorida.com.

Contract Number: H0923

Project Number: 4486-070-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF MOUNT DORA**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Mount Dora ("the Sub-Recipient") to modify Contract Number H0923, dated, July 13, 2023 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$151,012.80, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on October 31, 2023; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin July 13, 2023 and shall end July 31, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF MOUNT DORA

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

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

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

PROJECT OVERVIEW:

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

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

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

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

The project shall be designed to withstand erosion associated with a 25-year flood event and must meet current industry standards and minimum requirements of the selected erosion control method to be implemented. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

B) Deliverables:

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

The project shall be designed to withstand erosion associated with a 25-year flood event and must meet current industry standards and minimum requirements of the selected erosion control method to be implemented. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

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

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:

- a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
- a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - b) Previous and current use of proposed project area.
 - c) Any known site work or historic uses for the proposed location.
 - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

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

FEMA awarded this project on October 25, 2022; this Agreement was executed on July 13, 2023; and the Period of Performance for this project shall end on **July 31, 2024**.

F) FINANCIAL CONSEQUENCES:

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

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

Schedule of Work

Phase I –

State Contracting:	9 Months
Bidding / Local Procurement:	2 Months
Design Specifications:	6 Months
Permitting / Survey:	2 Months
Deliverables Submitted to FDEM:	2 Months
Total Period of Performance:	21 Months

BUDGET

Line Item Budget*

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

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

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

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

Funding Summary Totals

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



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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Task Authorization in the Amount of \$600,213.29 with Rep Services, Inc. for the Purchase and Installation of Playground Equipment in Gilbert Park, in Accordance with the Piggyback Agreement Approved on February 7, 2023

Introduction:

This is a request for City Council to approve the task authorization with Rep Services for the Playground Equipment at Gilbert Park.

Discussion:

Mount Dora's waterfront parks are a highly sought destination for both residents and visitors. Gilbert Park, home to the iconic playground that draws thousands of families per year, is one of the most popular parks in the City. This location has a large playground for both 2-5 year-olds and 5-12 year-olds. The proposed new design includes activities for both of these age groups, and the addition of several ADA features for a result that is truly all-inclusive.

In 2018, Phase One of Gilbert Parks's renovation replaced wooden features that had exceeded their useful life. This second phase will replace the older features that remain.

On February 7, 2023, Council approved a piggyback agreement between the City of Mount Dora and Rep Services, Inc., related to various playground equipment. Clay County competitively solicited and negotiated an agreement with Rep Services, Inc. for various playground equipment. Upon Council's approval, the City entered into a contract with Rep Services, Inc. under the same terms and applicable conditions as that agreement executed by Clay County. Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by the Clay County and agreements resulting therefrom.

The Gilbert Park playground renovation project has a City Council approved budget of \$700,000. With the playground equipment and installation at \$600,213.29, the project came in under budget because Parks staff and Public Works staff committed to helping with demolition and preparation of the site prior to construction.

Budget Impact:

City Council approved funding in the amount of \$700,000 is budgeted for this project in GL# 310-5555-580.63-01-PK2413.

Strategic Impact:

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

Recommendation:

City Council approve the task authorization with Rep Services, Inc. for new Playground Equipment at Gilbert Park.

Attachment(s):

1. Attachment #1 SIGNED.Piggyback Agreement.Rep Services.SGS
2. Attachment #2.Gilbert Park.19914.09- Layout and Rendering
3. Gilbert Park Playground - Task Authorization

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 10/12/2023
Approved - 10/27/2023
Approved - 1/31/2024
Approved - 1/31/2024
Final Approval - 1/31/2024

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 REP SERVICES, INC., 165 W. Jessup Avenue, Longwood, Florida 32806, hereinafter referred to as the “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Various Equipment and Amenities for Parks and Playgrounds Services Solicitation issued by Clay County under RFP No. 18/19-2, under which Clay County selected the CONTRACTOR in May of 2019, pursuant to the terms and conditions attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract”; 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 extend from the date of execution by the City through May 22, 2024.

SECTION 2. SERVICES/PRODUCTS AND PRICING.

The CONTRACTOR will provide services/products and pricing to the CITY as set forth in the **Composite Exhibit “B”** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

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

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

ATTACHMENT #1

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803

CONTRACTOR: Rep Services, Inc.
165 W. Jessup Avenue
Longwood, Florida 32806

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of 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.

ATTACHMENT #1

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

ATTACHMENT #1

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.

SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

SECTION 15. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

ATTACHMENT #1

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

SECTION 16. TERMINATION.

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

SECTION 17. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

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

SECTION 18. ELECTRONIC SIGNATURE.

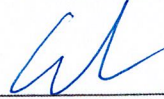
This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile,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

Signatures on Following Page

ATTACHMENT #1

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

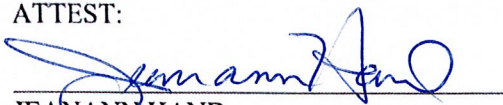
CITY OF MOUNT DORA



CRISSY STILE

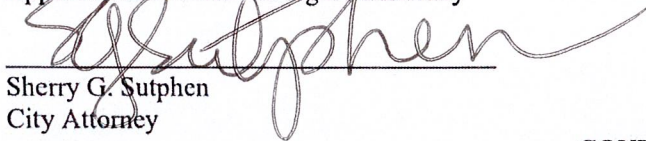
MAYOR of the City of Mount Dora, Florida

ATTEST:



JEANANN HAND
CITY CLERK

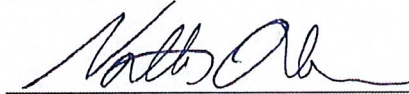
For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency



Sherry G. Sutphen
City Attorney



CONTRACTOR



Print: Nathan Almon

Title: President

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization of Nathan Almon, as President,
of Reg Services, 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 license as identification,
and who did/did not take an oath this 31 day of January, 2023.

(stamp)



NOTARY PUBLIC

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

ATTACHMENT #1

TABLE OF CONTENTS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Request for Proposal Advertisement	3-5
Request for Proposal Instructions	6-12
Specifications.....	13-17
Bid Forms	18-20
Sample Quote Sheet.....	21
Corporate Details	22
Certification Regarding Debarment.....	23
Scrutinized Companies Certification.....	24
No Bid Statement.....	25
Procedures for Bid Opening	26-37

Attachments:
Form W-9

ATTACHMENT #1

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

ATTACHMENT #1

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

ATTACHMENT #1

BID ADVERTISEMENTS SCHEDULE

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

ATTACHMENT #1

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words “**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**” shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room “B”, Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be “clocked” at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

ATTACHMENT #1

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

ATTACHMENT #1

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

ATTACHMENT #1

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
---	-------------

c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
---	--------------

ATTACHMENT #1

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

ATTACHMENT #1

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

ATTACHMENT #1

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

ATTACHMENT #1

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES **(Provided by Parks and Recreation Department)**

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

ATTACHMENT #1

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

ATTACHMENT #1

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

ATTACHMENT #1

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

ATTACHMENT #1

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

ATTACHMENT #1

BID FORM **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND** **PLAYGROUNDS**

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

ATTACHMENT #1

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

ATTACHMENT #1

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed?

Yes

No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period:_____

Service Warranty Period:_____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

1) _____

2) _____

3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:

Yes

No

Name of Bidder:_____

Signature _____

Title _____

Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

ATTACHMENT #1

Example Request for Quotation Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

ATTACHMENT #1

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

ATTACHMENT #1

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

ATTACHMENT #1

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

ATTACHMENT #1

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

ATTACHMENT #1

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

ATTACHMENT #1

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

ATTACHMENT #1

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

ATTACHMENT #1

c. Workers Compensation/Employers Liability

1. Workers Compensation

statutory limits

2. Employers Liability

a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence

\$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was:
<http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was:
<http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

ATTACHMENT #1

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

ATTACHMENT #1

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

ATTACHMENT #1

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

ATTACHMENT #1

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

ATTACHMENT #1

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

ATTACHMENT #1

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

ATTACHMENT #1

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

ATTACHMENT #1

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

ATTACHMENT #1

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

Request for Taxpayer Identification Number and Certification

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

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

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

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

6 City, state, and ZIP code

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

ATTACHMENT #1

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

ATTACHMENT #1

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

ATTACHMENT #1

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

ATTACHMENT #1

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**Administrative &
Contractual Services**

PO Box 1366
Green Cove Springs, FL
32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



Date: 03/29/2022

Vendor Name: Rep Services, Inc

Address: 165 W Jessup Ave

City: Longwood State: FL Zip: 32806

Dear Vendor:

RFP No.18/19-2 will expire 5/22/2022. The bid states that there is an option for renewal if agreed upon by both parties. Please initial your choice, sign and date at the bottom. Return the original letter to this office.

YES Please renew RFP No. 18/19-2 for an additional 1 year term at the same pricing, terms and conditions as originally awarded.

 We do not wish to renew the above bid beyond the current expiration date.

*At renewal time, vendors may add additional manufacturers by utilizing the attached forms. This may only be done as part of the RFP renewal process.

Signature

4/27/2022

Date

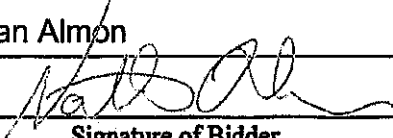
Renewal must be signed by an officer or employee having the authority to legally bind the vendor.

Sincerely,

Ashley Catagan, Parks & Recreation

ATTACHMENT #1

"RENEWAL" BID FORM **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND** **PLAYGROUNDS**

Bidder: Rep Services, Inc.
Address: 165 W Jessup Ave
City, State and Zip: Longwood, FL 32806
Phone: 407-831-9658 Email: nathan@repervices.com
Contact Name(s): Nathan Almon


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

• Manufacturer: Landscape Structures Playground Equipment

Fixed Percentage Discount off MSRP: 2%
Custom equipment priced per project is not included in standard list price
• Installation (Fixed Percentage of cost after discounts of equipment): 80%

~~Manufacturer: Skyways~~

~~Fixed Percentage Discount off MSRP: 2%
Custom shade priced per project
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include; foundations, concrete slabs or permitting~~

~~Manufacturer: USA Shade~~

~~Fixed Percentage Discount off MSRP: 2%
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include; foundations, concrete slabs or permitting~~

~~Manufacturer: Polygon Shelters & Parasol Shade~~

~~Fixed Percentage Discount off MSRP: 2%
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include; foundations, concrete slabs or permitting~~

(MULTIPLE SHEETS CAN BE USED)

ATTACHMENT #1

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Al Bosgraaf & Sons

Address: 240 Rebel Run, Osteen FL 32764

Phone Number: 407-402-8495

Contact Name: Gerald Bosgraaf

Business Name: Johnny Pitts Construction

Address: 4124 Pace Lane, Milton FL 32572

Phone Number: 850-232-1615

Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.

Address: 8851 Equus Circle

Phone Number: 561-818-4819

Contact Name: Donald West

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

ATTACHMENT #1

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: see attached warranties

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to ALL components or only part? (State Explicitly)

see attached warranties

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):

165 W Jessup Ave, Longwood, FL 32750
contact Carrie Humbert, 407-915-7855 or carrie@repservices.com

Name, address and phone number of the authorized service center (s):

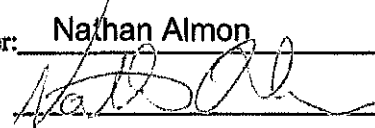
- 1) see above
- 2) _____
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

see above

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Nathan Almon

Signature 

Title President

Phone Number 407-831-9658

(MULTIPLE SHEETS CAN BE USED)

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belling material, HealthBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2022 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

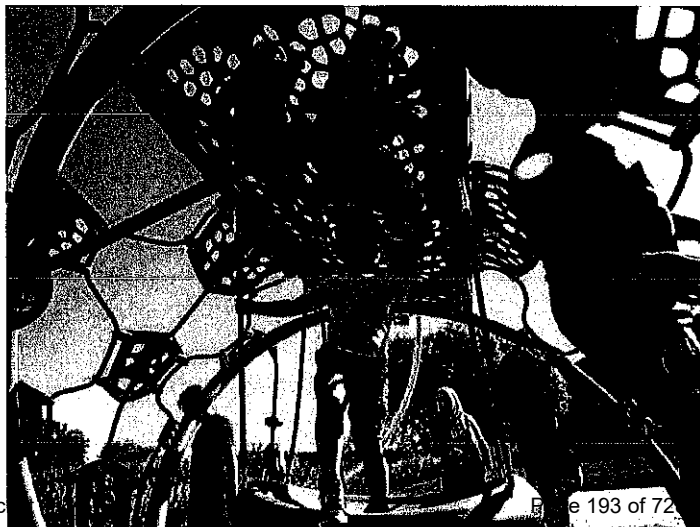
THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

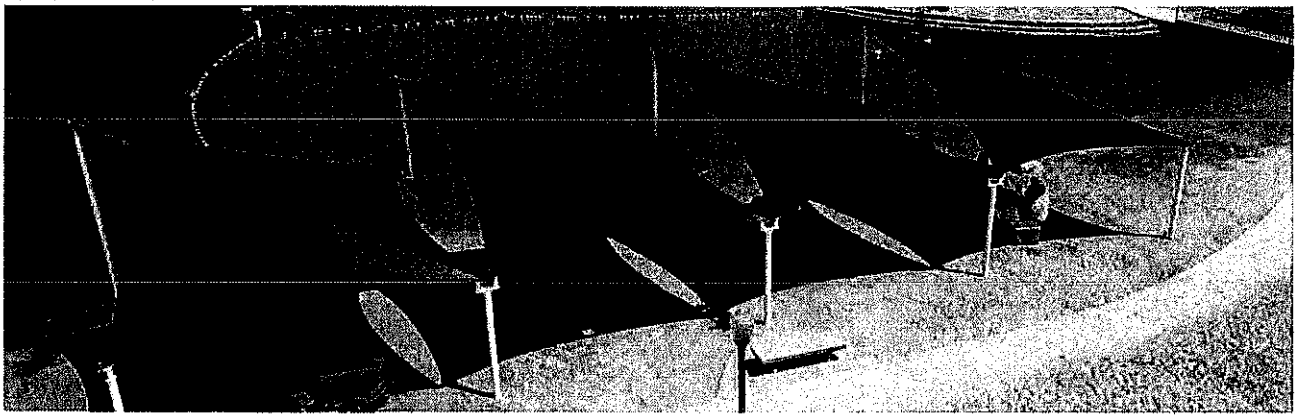
The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed: [Signature] President Date: 01/01/2022





Landscape Structures Inc. ("Manufacturer") warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

20-Year Limited Warranty On all SkyWays® and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays® and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual. Should the fabric need to be replaced under the warranty, Manufacturer will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years. This warranty applies to standard colors only.

3-Year Limited Warranty On all other parts, including Rapid Release®, against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the equipment is erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.



2022 SkyWays® and CoolToppers® Shade Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:

President

Date:

01/01/2022



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

RFP No.18/19-2

Poured in Place & Bonded Rubber Safety Surfacing Price List

Pricing is based on a minimum of 2000 SF. Areas smaller than 2000 SF are priced individually.

Robertson Recreational Surfaces 50%black/50%standard Color Blend:

4' CFH - \$17.50 per SF
5' CFH - \$18.00 per SF
6' CFH - \$18.00 per SF
8' CFH - \$19.50 per SF
9' CFH - \$19.75 per SF
10' CFH - \$21.25 per SF
12' CFH - \$22.00 per SF
Aliphatic Urethane – additional \$6.85 per SF
100% color – additional \$4.55 per SF

Hanover Specialties. Vitriturf 50%black/50%standard Color Blend:

4' CFH - \$17.50 per SF
5' CFH - \$18.00 per SF
6' CFH - \$18.00 per SF
8' CFH - \$19.50 per SF
9' CFH - \$19.75 per SF
10' CFH - \$20.25 per SF
12' CFH - \$21.00 per SF
Aliphatic Urethane – additional \$6.85 per SF
100% color – additional \$4.55 per SF

No Fault Sports Group 50%black/50%standard Color Blend:

6' CFH - \$18.00 per SF
7' CFH - \$19.00 per SF
8' CFH - \$20.00 per SF
Aliphatic Urethane – additional \$6.85 per SF
100% color – additional \$4.55 per SF



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

RFP No.18/19-2

Playground Grass Safety Surfacing Price List

ForeverLawn Academy:

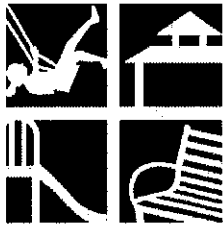
No Fall Height - \$14.40
6' Critical Fall Height - \$16.80
6' t 8' Critical Fall Height - \$19.15
8' to 10' Critical Fall Height - \$20.70
10' to 12' Critical Fall Height - \$20.70

ForeverLawn Ultra

No Fall Height - \$15.75
6' Critical Fall Height - \$18.20
6' to 8' Critical Fall Height - \$20.50
8' to 10' Critical Fall Height - \$22.15
10' to 12' Critical Fall Height - \$22.15

Robertson Industries (Tot Turf)

No Fall Height - \$16.40
4' Critical Fall Height - \$20.05
6' t 8' Critical Fall Height - \$21.55
8' to 10' Critical Fall Height - \$22.55
10' to 12' Critical Fall Height - \$22.55



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Playground Turf (Engineered Wood Fiber)

2019 Price List

Price per cubic yard: \$50.00

Price does not include delivery or installation.

Specifications for Playground Turf
IPEMA Certified to ASTM F1292-04
Head Impact Attenuation Testing
Required for IPEMA Certification

IPEMA Certified to ASTM F 2075-04
Sieve Analysis Testing
Required for IPEMA Certification
Tramp Metal Testing, ASTM 2075/4.6
Required for IPEMA Certification
ADA WHEELCHAIR ACCESSIBILITY
ASTM F1951-99

Tested to 12" of thickness from a 12' fall height
100% Pre-Consumer Recycled Virgin Material
3,000,000 Liability Insurance
Written Quality Assurance Program
Installation Instructions
Installation is not included in price above



2023 Playground Equipment Price List

Date Generated: August 12, 2022

Confidential: Landscape Structures Inc

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Source: PlayCentral Pricing & Documentation

Table of Contents

Color Key:

PlayBooster®	PlayShaper®	Evos®	Weevos®	Smart Play®	Hedra™	Freestanding Play
--------------	-------------	-------	---------	-------------	--------	-------------------

Notes:

- All entries in **red** are new products introduced within one year of price list generation.
- “UPS” indicates product size/weight characteristics that allow it to ship via UPS.

Description	Page #
PlayBooster®	
PlayBooster® Slides	3
PlayBooster® Climbers w/Permalene Handholds	4
PlayBooster® Climbers w/SteelX Handholds	7
PlayBooster® Climbers w/Vibe Handholds	8
PlayBooster® Climbers Nature-Inspired	10
PlayBooster® Climbers Other	12
PlayBooster® Overhead Events	13
PlayBooster® Bridges & Ramps	13
PlayBooster® Tunnels	15
PlayBooster® Enclosures	15
PlayBooster® Motion & More Fun	18
PlayBooster® Roofs	19
PlayBooster® Mainstructures	19
PlayBooster® Decks	21
PlayBooster® Posts	21
PlayShaper®	
PlayShaper® Slides	24
PlayShaper® Climbers	24
PlayShaper® Overhead Events	25
PlayShaper® Bridges & Ramps	25
PlayShaper® Tunnels	25
PlayShaper® Enclosures	25
PlayShaper® Motion & More Fun	26
PlayShaper® Roofs	27
PlayShaper® Decks	27
PlayShaper® Posts	27
Evos®	
Evos® Slides & Gliders	29
Evos® Climbers	29
Evos® Overhead Events	29
Evos® Bridges	29
Evos® Motion & More Fun	29
Evos® Accessible Reach Panels	29
Evos® Mainstructures	29

Description	Page #
Weevos®	
Weevos® Motion & More Fun.....	31
Weevos® Climbers.....	31
Weevos® Slides	31
Weevos® Bridges.....	31
Weevos® Tunnels	31
Weevos® Mainstructures.....	31
Smart Play®	
Smart Play® Ages 6-23 Mths	32
Smart Play® Ages 2-5 Yrs.....	32
Smart Play® Ages 5-12 Yrs.....	32
Hedra™	
Hedra® Ages 2-5 Yrs.....	33
Hedra® Ages 5-12 Yrs.....	33
Freestanding Play	
Freestanding Play Climbers.....	34
Freestanding Play Sensory Play.....	35
Freestanding Play Motion & More Fun	37
Freestanding Play Structures	39
Freestanding Play Slides & Gliders	40
Freestanding Play Swings	40
Freestanding Play Sports & Fitness.....	42
Freestanding Play Site Furnishings	44
Freestanding Play Shade	46
Freestanding Play Surfacing.....	52
Freestanding Play Signs.....	52
Freestanding Play Learning Wall	52
Freestanding Play Learning Wall Posts	53

Model #	Description	UPS	Weight(lbs)	Price(\$)
PlayBooster® Slides				
271761A	Alpine® Slide 72" Deck		268	4700
271761B	Alpine® Slide 96" Deck DB Only		297	5620
144414A	Cloudburst® Slide 64"-72" Deck		394	5490
123331A	Double Slide 32" Deck		119	2230
123331B	Double Slide 40"-48" Deck		137	2515
130798A	Double Swirl Slide 48"-56" Deck		176	2755
130390A	Double Swoosh Slide® 64"-96" Deck		174	2875
123336A	Double Wave Slide 48"-56" Deck		175	3300
126368A	EI Slide 40" Deck ¹		173	3615
126368B	EI Slide 48" Deck ¹		188	4135
126368C	EI Slide 56" Deck ¹		210	4400
126368D	EI Slide 64" Deck ¹		235	4940
126368E	EI Slide 72" Deck ¹		248	5190
126368F	EI Slide 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately ¹		318	6955
148426A	Firepole w/Permalene® Handholds 32"-48" Deck		56	940
148426B	Firepole w/Permalene® Handholds 56"-72" Deck		59	955
169317A	Firepole w/Recycled Wood-Grain Handholds 32"-48" Deck		85	1795
169317B	Firepole w/Recycled Wood-Grain Handholds 56"-72" Deck		88	1825
148435A	Firepole w/SteelX® Handholds 32"-48" Deck		77	1345
148435B	Firepole w/SteelX® Handholds 56"-72" Deck		81	1390
180100A	Firepole w/Vibe® Handholds 32"-48" Deck		82	1320
180100B	Firepole w/Vibe® Handholds 56"-72" Deck		85	1340
205015A	Gemini Slide Hood Extension Kit	UPS	16	0
130800A	Gemini SlideWinder2® 32" Deck		279	5255
130800B	Gemini SlideWinder2® 40" Deck		296	6170
130800C	Gemini SlideWinder2® 48" Deck		349	6695
130800D	Gemini SlideWinder2® 56" Deck		374	7805
130800E	Gemini SlideWinder2® 64" Deck		396	8025
130800F	Gemini SlideWinder2® 72" Deck		458	9545
130800G	Gemini SlideWinder2® 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately		532	11170
145838C	Lava Run Slide 32" Deck 12" SM		109	2240
145838B	Lava Run Slide 32" Deck 2" SM		105	2240
145838A	Lava Run Slide 32" Deck DB		113	2055
120424A	Ribbon Slide 40"-48" Deck		76	1980
123333A	Rollerslide 40" Deck		364	9195
123333B	Rollerslide 56" Deck		524	11570
183176A	Rush™ Slide		255	5595
189313A	Rushwinder		309	6130
123337A	Single Slide 32"-48" Deck		94	1905
131437A	Single Wave Slide 64"-72" Deck		135	2875
205013A	Slidewinder Hood Extension Kit	UPS	8	0
124863A	SlideWinder2® 32" Deck		139	2515
124863B	SlideWinder2® 40" Deck		152	2830
124863C	SlideWinder2® 48" Deck		178	3175
124863D	SlideWinder2® 56" Deck		192	3555
124863E	SlideWinder2® 64" Deck		197	3705
124863F	SlideWinder2® 72" Deck		234	4320
124863G	SlideWinder2® 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately		269	5120
169316A	SlideWinder2® w/Tree Branch Support 72" Deck (DB Only)		266	5165
122033C	SpyroSlide™ 56" Deck		381	6855
122033D	SpyroSlide™ 56" Slide w/Hanger Bracket for 48" Deck		402	7225
122033A	SpyroSlide™ 72" Deck		413	7620
122033B	SpyroSlide™ 72" Slide w/Hanger Bracket for 64" Deck		434	8025
190857A	Stainless Steel Double Slide w/SteelX® 32"-40" Deck		157	6410
190857B	Stainless Steel Double Slide w/SteelX® 48"-56" Deck		176	6945
190857C	Stainless Steel Double Slide w/SteelX® 64"-72" Deck		211	7790
123340A	Stainless Steel Slide w/Poly Hood 32"-40" Deck		90	3050
123340B	Stainless Steel Slide w/Poly Hood 48"-56" Deck		100	3315
123340C	Stainless Steel Slide w/Poly Hood 64"-72" Deck		117	4095
190855A	Stainless Steel Slide w/SteelX® 32"-40" Deck		139	3565
190855B	Stainless Steel Slide w/SteelX® 48"-56" Deck		149	3845

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
190855C	Stainless Steel Slide w/SteelX® 64"-72" Deck		168	4640
194699A	Stainless Steel Spiral Slide (DB Only) ²		751	31625
185527A	Stainless Steel Surf Slide		351	7040
190858A	Stainless Steel Wave Slide 64"-72" Deck		164	5140
185526A	Surf Slide		375	5845
126367A	Tunnel Slide 32" Deck ¹		160	3130
126367B	Tunnel Slide 40" Deck ¹		173	3365
126367C	Tunnel Slide 48" Deck ¹		197	3865
126367D	Tunnel Slide 56" Deck ¹		210	4095
126367E	Tunnel Slide 64" Deck ¹		235	4615
126367F	Tunnel Slide 72" Deck ¹		248	4765
126367G	Tunnel Slide 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately ¹		326	6300
123763A	TurboTwister™ Tunnel Slide 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately		380	6585
222708A	WhooshWinder® Slide 72" Deck		346	6160
222708B	WhooshWinder® Slide 96" Deck		283	5900
226811A	WhooshWinder® Slide EN 72" Deck		346	6160
226811B	WhooshWinder® Slide EN 96" Deck		283	5900

¹ NOTE: Additional weight and cost associated with each View Tube section.

² NOTE: 12-week lead time required

PlayBooster® Climbers w/Permalene Handholds

152431A	ABC Climber 32"-48" Deck		130	1990
229830B	Arcade Climber 72" Deck		124	2175
229830A	Arcade Climber 96" Deck DB Only		138	2280
135344A	Block Climber w/Permalene® Handholds 32" Deck		154	2745
135344B	Block Climber w/Permalene® Handholds 40" Deck		182	3255
150975A	Cascade Climbers 4-Panel, 48"-56" Deck (DB Only)		215	2830
150975B	Cascade Climbers 6-Panel, 64"-72" Deck (DB Only)		307	3770
128986A	Catwalk Climber 24" Deck Height Difference		132	2185
153350A	Chain Ladder w/Permalene® Handholds 32"-40" Deck DB	UPS	56	1130
153350B	Chain Ladder w/Permalene® Handholds 48"-56" Deck DB	UPS	60	1200
153350C	Chain Ladder w/Permalene® Handholds 64"-72" Deck DB	UPS	65	1335
229828A	Chimney Climb Across™ 72" to 48" Deck (DB Only)		158	6040
229828D	Chimney Climb Across™ 96" to 72" Deck (DB Only)		170	6405
229829A	Chimney Climber 56" Deck		139	4275
229829D	Chimney Climber 64" Deck		144	4620
229829B	Chimney Climber 72" Deck		145	4950
229829C	Chimney Climber 96" Deck		169	5255
122570A	Cliff Climber w/Permalene® Handholds 48" Deck		137	2155
122570B	Cliff Climber w/Permalene® Handholds 56" Deck		137	2180
122570C	Cliff Climber w/Permalene® Handholds 64" Deck		157	2600
122570D	Cliff Climber w/Permalene® Handholds 72" Deck		158	2620
158678A	Climbing Wall Aluminum Posts		142	2120
158678B	Climbing Wall Steel Posts		192	2070
143199B	Conical Climber™ 40" Deck		118	4135
143199A	Conical Climber™ 72" Deck		161	5140
148432A	Corkscrew Climber w/Permalene® Handholds 32"-48" Deck		68	1365
148432B	Corkscrew Climber w/Permalene® Handholds 56"-72" Deck		80	1570
143198A	Corner Climber™ 64"-72" Deck		157	4900
123293A	Cozy Climber™ w/Permalene® Handholds 32"-40" Deck		117	2965
123293B	Cozy Climber™ w/Permalene® Handholds 48" Deck		126	3210
202625A	Crest Climber w/Permalene® Handholds		205	6785
145839B	Critter Canyon 32" Deck 2" Surface Mount		101	2155
145839A	Critter Canyon 32" Deck Direct Bury		109	1980
176077A	Croquet Climber 48"-56"Dk DB		65	1775
176077B	Croquet Climber 64"-72"Dk DB		68	1795
152908A	Deck Link w/Permalene® Panels 1 Step		95	1630
152908B	Deck Link w/Permalene® Panels 2 Steps		129	1880
152908C	Deck Link w/Permalene® Panels 3 Steps		165	2155
152908D	Deck Link w/Permalene® Panels 4 Steps		201	2270
152907A	Deck Link w/Steel Barriers 1 Step		130	1690
152907B	Deck Link w/Steel Barriers 2 Steps		182	2500

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
152907C	Deck Link w/Steel Barriers 3 Steps		236	3255
152907D	Deck Link w/Steel Barriers 4 Steps		296	4035
229832A	Dot-to-Dot Climber		204	2765
122916A	Double Wave Climber w/Permalene® Handholds 48" to 48" Deck or 56" to 56" Deck		205	4695
122916C	Double Wave Climber w/Permalene® Handholds 48" to 64" Deck or 56" to 72" Deck		219	4735
122916B	Double Wave Climber w/Permalene® Handholds 64" to 64" Deck or 72" to 72" Deck		233	4825
237937A	Facet® Stepper w/Permalene® Handholds 16" Deck (DB Only) ¹		311	1580
237937B	Facet® Stepper w/Permalene® Handholds 24" Deck (DB Only) ¹		842	2995
237937C	Facet® Stepper w/Permalene® Handholds 32" Deck (DB Only) ¹		1523	4270
204176A	Flex Climber w/Permalene® Handholds		393	10315
145251A	Funnel Climber™ Handhold Panel		24	315
145249A	Funnel Climber™ Long Brace		14	235
145109A	Funnel Climber™ Net		112	5050
145248A	Funnel Climber™ Short Brace		10	210
145250A	Funnel Climber™ Vertical Ladder		52	1000
201887A	JigJag Climber w/Permalene® Handhold 48" Deck		129	1950
201887B	JigJag Climber w/Permalene® Handhold 56"-72" Deck		133	2180
223170B	Labyrinth Climber 8" Deck Difference		480	14520
223170A	Labyrinth Climber Equal Decks 64" Deck		480	14520
223170C	Labyrinth Climber Equal Decks 72" Deck		480	14520
176080A	Logo Climber 56"-64"Dk DB		93	1795
176078A	Lollipop Climber 48"-56"Dk DB		63	1775
176078B	Lollipop Climber 64"-72"Dk DB		71	1795
122914A	Loop Arch w/Permalene® Handholds 40"-48" Deck		76	1690
122914B	Loop Arch w/Permalene® Handholds 56" Deck		80	1880
122914C	Loop Arch w/Permalene® Handholds 64"-72" Deck		88	2105
128252A	Loop Ladder w/Permalene® Handholds 40"-48" Deck		63	1135
148434A	Loop Pole w/Permalene® Handholds 32"-48" Deck		57	1365
148434B	Loop Pole w/Permalene® Handholds 56"-72" Deck		62	1490
185084A	Manta Ray Climber® w/Permalene™ Handholds 126" Module w/3" Offset 48" Deck (DB Only), Steel Posts Required		221	6940
145108A	Manta Ray Climber® w/Permalene® Handholds 48" Deck (DB Only), Steel Posts Required		221	6940
145108B	Manta Ray Climber® w/Permalene® Handholds 56" Deck (DB Only), Steel Posts Required		221	6940
145108C	Manta Ray Climber® w/Permalene® Handholds 64" Deck (DB Only), Steel Posts Required		221	6940
153076A	Mini Summit Climber 40"-48" Deck		88	1495
302754A	Mobius® Climber w/Permalene® Handholds (DB Only)		200	5840
171564A	Mushroom Stepper 16" Deck w/Permalene® w/Permalene® Handhold		138	1360
171565A	Mushroom Stepper 24" Deck w/Permalene® w/Permalene® Handhold		289	2890
171565B	Mushroom Stepper 24" Deck w/Permalene® w/Permalene® Handhold, 1 Handloop		302	3050
171566A	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds		478	4970
171566B	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds, 1 Handloop		482	5115
171566D	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds, 1 Handloop and 1 Handrail		498	5335
171566C	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds, 1 Handrail		494	5205
184605B	O-Zone® 3-Ring Climber 24" or 32" Deck w/Permalene Handholds		169	6595
184605C	O-Zone® 3-Ring Climber 40" or 48" Deck w/Permalene Handholds		169	6595
184605A	O-Zone® 3-Ring Climber Ground or 16" Deck w/Permalene Handholds		145	6215
116247A	Panel Vertical Ladder 24" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	44	1050
116247B	Panel Vertical Ladder 32" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	51	1150
116247C	Panel Vertical Ladder 40" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	57	1320

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
116247D	Panel Vertical Ladder 48" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	67	1570
116247E	Panel Vertical Ladder 56" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	73	1785
116247F	Panel Vertical Ladder 64" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	79	1995
116247G	Panel Vertical Ladder 72" Deck-to-Ground Only		86	2280
156915A	Pod Climber® 16" Deck w/1 Handhold Panel		24	620
156916A	Pod Climber® 24" Deck w/1 Handhold Panel		38	1000
156916B	Pod Climber® 24" Deck w/1 Handhold Panel and 1 Handloop		42	1115
157427A	Pod Climber® 32"-40" Deck w/2 Handhold Panels		65	1630
157427B	Pod Climber® 32"-40" Deck w/2 Handhold Panels, 1 Handloop		69	1760
157427D	Pod Climber® 32"-40" Deck w/2 Handhold Panels, 1 Handloop and 1 Handrail		85	1950
157427C	Pod Climber® 32"-40" Deck w/2 Handhold Panels, 1 Handrail		81	1850
202594A	Portal Climber w/Permalene® Handholds (DB Only)		184	6765
164078A	Ring Tangle® Climber w/Handhold Panels 24"-48" Deck		162	2795
165445A	Ring Tangle® Climber w/Handloop 16"-48" Deck		154	3170
203845A	Seeker Climber w/Permalene® Handholds 32" Deck Difference		238	8275
203845B	Seeker Climber w/Permalene® Handholds Equal Decks, High to High		258	9435
203845C	Seeker Climber w/Permalene® Handholds Equal Decks, Low to Low		218	7135
229831B	Shockwave Climber 72" Deck		218	3265
229831A	Shockwave Climber 96" Deck DB Only		314	3685
122915A	Single Wave Climber w/Permalene® Handholds 48" Deck Difference		98	2355
122915B	Single Wave Climber w/Permalene® Handholds 64" Deck Difference		112	2500
174449A	Sling Shot Climber™ 48" Deck		118	3815
174449B	Sling Shot Climber™ 56" Deck		118	3815
122913A	Snake Climber w/Permalene® Handholds 48"-56" Deck		116	2240
122913B	Snake Climber w/Permalene® Handholds 64"-72" Deck		130	2340
174448A	SpaceLink Climber™ to 72" Deck Deck-to-Aeronet (Steel Posts and DB Only)		98	7270
145107A	SpaceWalk Climber™ 32"-48" Deck, Deck-to-Deck		258	9390
122533A	Spiral Climber 32" Deck		44	1115
122533B	Spiral Climber 40"-48" Deck		59	1570
122533C	Spiral Climber 56"-64" Deck		75	2005
122533D	Spiral Climber 72" Deck		92	2500
271908A	Square Loop Incline Climber w/Permalene® Handholds 72" Deck		110	1500
148039A	Star Seeker Climber 72" Deck (Square Deck, Steel Posts and DB Only)		133	4470
158425A	Starburst™ Climber 64"-72" Deck (DB Only)		123	2795
111465A	Step Deck 8"-32" Deck	UPS	58	1115
116246E	Step Ladder w/Permalene® Handholds 32" Deck 2" Surface Mount		92	1880
116246A	Step Ladder w/Permalene® Handholds 32" Deck Direct Bury		101	1950
116246F	Step Ladder w/Permalene® Handholds 40" Deck 2" Surface Mount		107	2015
116246B	Step Ladder w/Permalene® Handholds 40" Deck Direct Bury		116	2105
116246C	Step Ladder w/Permalene® Handholds 48"-56" Deck Direct Bury		153	2415
116246G	Step Ladder w/Permalene® Handholds 56" Deck 2" Surface Mount		144	2340
116246D	Step Ladder w/Permalene® Handholds 64"-72" Deck Direct Bury		196	2745
116246H	Step Ladder w/Permalene® Handholds 72" Deck 2" Surface Mount		187	2670
130742A	Stepping Block Climber 32" Deck Difference		247	4545
128608A	Summit Climber™ 64" Deck (DB Only) and 72" Deck		101	1680
129453A	Summit Climber™ for PlayOdyssey® 72" Deck		112	1760
176079A	Sunbeam Climber		118	2165
139778A	Thunderhead™ Climber 48" Deck w/Aluminum Posts		543	7585
139778B	Thunderhead™ Climber 48" Deck w/Steel Posts		615	7585
223167A	Trailblazer Climber 72" Deck to Deck		470	10560
200609A	Traveler Climber		309	10030
145624A	Vertical Ascent® Climber 48" Deck	UPS	82	1470
145624B	Vertical Ascent® Climber 56" Deck		89	1470
145624C	Vertical Ascent® Climber 64" Deck		95	1650
145624D	Vertical Ascent® Climber 72" Deck		104	1650
116249A	Vertical Ladder w/Permalene® Handholds 24"-32" Deck		40	930
116249B	Vertical Ladder w/Permalene® Handholds 40"-48" Deck		48	1030
116249C	Vertical Ladder w/Permalene® Handholds 56" Deck		52	1070
116249D	Vertical Ladder w/Permalene® Handholds 64"-72" Deck		57	1135
123284A	Wiggle Ladder w/Permalene® Handholds 32" Deck	UPS	41	845

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
123284B	Wiggle Ladder w/Permalene® Handholds 40" Deck	UPS	48	865
123284C	Wiggle Ladder w/Permalene® Handholds 48" Deck	UPS	52	930
123284D	Wiggle Ladder w/Permalene® Handholds 56" Deck	UPS	53	1000
123284E	Wiggle Ladder w/Permalene® Handholds 64" Deck	UPS	58	1050
123284F	Wiggle Ladder w/Permalene® Handholds 72" Deck	UPS	65	1120
272084A	Wood Plank Ladder w/Permalene® Handholds 72" Deck		137	1890
272368C	Zenith® Climber w/Permalene® Handholds Attached to Hex Deck 72" Deck Direct Bury		419	7640
272368F	Zenith® Climber w/Permalene® Handholds Attached to Hex Deck 96" Deck Direct Bury		427	7905
272368A	Zenith® Climber w/Permalene® Handholds Attached to Square Deck 72" Deck Direct Bury		378	7175
272368D	Zenith® Climber w/Permalene® Handholds Attached to Square Deck 96" Deck Direct Bury		386	7445

¹ NOTE: 4-week lead time required.

PlayBooster® Climbers w/SteelX Handholds

139491A	Block Climber w/SteelX® Handholds 32" Deck	177	3150
139491B	Block Climber w/SteelX® Handholds 40" Deck	205	3680
153351A	Chain Ladder w/SteelX® Handholds 32"-40" Deck DB	76	1515
153351D	Chain Ladder w/SteelX® Handholds 40" Deck SM	68	1475
153351B	Chain Ladder w/SteelX® Handholds 48"-56" Deck DB	80	1615
153351E	Chain Ladder w/SteelX® Handholds 48"-56" Deck SM	72	1565
153351C	Chain Ladder w/SteelX® Handholds 64"-72" Deck, DB	85	1710
153351F	Chain Ladder w/SteelX® Handholds 64"-72" Deck, SM	77	1650
139501A	Cliff Climber w/SteelX® Handholds 48" Deck	157	2540
139501B	Cliff Climber w/SteelX® Handholds 56" Deck	157	2580
139501C	Cliff Climber w/SteelX® Handholds 64" Deck	177	3045
139501D	Cliff Climber w/SteelX® Handholds 72" Deck	178	3065
148437A	Corkscrew Climber w/SteelX® Handholds 32"-48" Deck	89	1775
148437B	Corkscrew Climber w/SteelX® Handholds 56"-72" Deck	101	2020
139500A	Cozy Climber™ w/SteelX® Handholds 32"-40" Deck	140	3385
139500B	Cozy Climber™ w/SteelX® Handholds 48" Deck	150	3645
152910A	Deck Link w/SteelX® Panels 1 Step	112	1985
152910B	Deck Link w/SteelX® Panels 2 Steps	143	2250
152910C	Deck Link w/SteelX® Panels 3 Steps	176	2525
152910D	Deck Link w/SteelX® Panels 4 Steps	209	2770
139488A	Double Wave Climber w/SteelX® Handholds 48" to 48" Deck or 56" to 56" Deck	245	5505
139488C	Double Wave Climber w/SteelX® Handholds 48" to 64" Deck or 56" to 72" Deck	259	5585
139488B	Double Wave Climber w/SteelX® Handholds 64" to 64" Deck or 72" to 72" Deck	272	5640
139493A	Loop Arch w/SteelX® Handholds 32"-48" Deck	96	2110
139493B	Loop Arch w/SteelX® Handholds 56" Deck	101	2285
139493C	Loop Arch w/SteelX® Handholds 64"-72" Deck	108	2515
139495A	Loop Ladder w/SteelX® Handholds 40"-48" Deck	86	1560
148438A	Loop Pole w/SteelX® Handholds 32"-48" Deck	78	1775
148438B	Loop Pole w/SteelX® Handholds 56"-72" Deck	98	1880
303837A	Mobius® Climber w/SteelX® Handholds (DB Only)	234	6240
139487A	Single Wave Climber w/SteelX® Handholds 48" Deck Difference	118	2795
139487B	Single Wave Climber w/SteelX® Handholds 64" Deck Difference	132	2875
139490A	Snake Climber w/SteelX® Handholds 48"-56" Deck	133	2640
139490B	Snake Climber w/SteelX® Handholds 64"-72" Deck	146	2755
139492A	Step Ladder w/SteelX® Handholds 32" Deck, DB	122	2345
139492E	Step Ladder w/SteelX® Handholds 32" Deck, SM	113	2285
139492B	Step Ladder w/SteelX® Handholds 40" Deck, DB	137	2515
139492F	Step Ladder w/SteelX® Handholds 40" Deck, SM	128	2430
139492C	Step Ladder w/SteelX® Handholds 48"-56" Deck, DB	174	2830
139492G	Step Ladder w/SteelX® Handholds 56" Deck, SM	165	2755
139492D	Step Ladder w/SteelX® Handholds 64"-72" Deck, DB	217	3150
139492H	Step Ladder w/SteelX® Handholds 72" Deck, SM	208	3085
139494A	Vertical Ladder w/SteelX® Handholds 24"-32" Deck	61	1335
139494B	Vertical Ladder w/SteelX® Handholds 40"-48" Deck	69	1385

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
139494C	Vertical Ladder w/SteelX® Handholds 56" Deck		73	1465
139494D	Vertical Ladder w/SteelX® Handholds 64"-72" Deck		78	1560
139502A	Wiggle Ladder w/SteelX® Handholds 32" Deck		62	1200
139502B	Wiggle Ladder w/SteelX® Handholds 40" Deck		68	1280
139502C	Wiggle Ladder w/SteelX® Handholds 48" Deck		74	1335
139502D	Wiggle Ladder w/SteelX® Handholds 56" Deck		74	1380
139502E	Wiggle Ladder w/SteelX® Handholds 64" Deck		80	1435
139502F	Wiggle Ladder w/SteelX® Handholds 72" Deck		86	1500
PlayBooster® Climbers w/Vibe Handholds				
179026A	ABC Climber w/Vibe® Handholds 32"-48" Deck		160	2345
229836B	Arcade Climber w/Vibe® Handholds 72" Deck		143	2540
229836A	Arcade Climber w/Vibe® Handholds 96" Deck DB Only		157	2635
179025A	Block Climber w/Vibe® Handholds 32" Deck		180	3110
179025B	Block Climber w/Vibe® Handholds 40" Deck		209	3635
179010A	Cascade Climber w/Vibe® Handhold 4-Panel, 48"-56" Deck (DB Only)		232	3080
179010B	Cascade Climber w/Vibe® Handhold 6-Panel, 64"-72" Deck (DB Only)		323	4010
179027A	Chain Ladder w/Vibe® Handholds 32"-40" Deck DB		82	1500
179027B	Chain Ladder w/Vibe® Handholds 48"-56" Deck DB		87	1580
179027C	Chain Ladder w/Vibe® Handholds 64"-72" Deck DB		91	1710
229834A	Chimney Climber w/Vibe® Handholds 56" Deck		158	4635
229834D	Chimney Climber w/Vibe® Handholds 64" Deck		163	4965
229834B	Chimney Climber w/Vibe® Handholds 72" Deck		165	5320
229834C	Chimney Climber w/Vibe® Handholds 96" Deck		188	5625
179024A	Cliff Climber w/Vibe® Handholds 48" Deck		161	2535
179024B	Cliff Climber w/Vibe® Handholds 56" Deck		161	2555
179024C	Cliff Climber w/Vibe® Handholds 64" Deck		178	2980
179024D	Cliff Climber w/Vibe® Handholds 72" Deck		178	3010
178961B	Conical Climber™ w/Vibe® Handholds 40" Deck		143	4500
178961A	Conical Climber™ w/Vibe® Handholds 72" Deck		186	5515
180101A	Corkscrew w/Vibe® Handholds 32"-48" Deck		93	1755
180101B	Corkscrew w/Vibe® Handholds 56"-72" Deck		106	1945
180092A	Cozy Climber™ w/Vibe® Handholds 32"-40" Deck		146	3350
180092B	Cozy Climber™ w/Vibe® Handholds 48" Deck		155	3590
200610A	Crest Climber w/Vibe® Handholds		232	7205
179020A	Croquet Climber w/Vibe® Handholds 48"-56"Dk DB		92	2140
179020B	Croquet Climber w/Vibe® Handholds 64"-72"Dk DB		95	2180
229838A	Dot-to-Dot Climber w/Vibe® Handholds		175	3035
178959A	Double Wave Climber w/Vibe® Handholds 48" to 48" Deck or 56" to 56" Deck		238	5450
178959C	Double Wave Climber w/Vibe® Handholds 48" to 64" Deck or 56" to 72" Deck		242	5495
178959B	Double Wave Climber w/Vibe® Handholds 64" to 64" Deck or 72" to 72" Deck		247	5580
200608A	Flex Climber w/Vibe® Handholds		438	10810
179021A	Funnel Climber™ Vibe® Handhold		51	760
201886A	JigJag Climber w/Vibe® Handhold 48" Deck		152	2210
201886B	JigJag Climber w/Vibe® Handhold 56"-72" Deck		156	2435
179018A	Logo Climber w/Vibe® Handholds 56"-64"Dk DB		122	2180
179019A	Lollipop Climber 48"-56"Dk DB		89	2140
179019B	Lollipop Climber 64"-72"Dk DB		98	2180
178958A	Loop Arch w/Vibe® Handholds 32"-48" Deck		103	2070
178958B	Loop Arch w/Vibe® Handholds 56" Deck		108	2265
178958C	Loop Arch w/Vibe® Handholds 64"-72" Deck		113	2485
178960A	Loop Ladder w/Vibe® Handholds 40"-48" Deck		92	1505
180102A	Loop Pole w/Vibe® Handholds 32"-48" Deck		83	1755
180102B	Loop Pole w/Vibe® Handholds 56"-72" Deck		88	1870
185095A	Manta Ray Climber® w/Vibe® Handholds 126" Module w/3" Offset 48" Deck (DB Only), Steel Posts Required		226	7690
178963A	Manta Ray Climber® w/Vibe® Handholds 48" Deck (DB Only), Steel Posts Required		226	7690
178963B	Manta Ray Climber® w/Vibe® Handholds 56" Deck (DB Only), Steel Posts Required		226	7690

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
178963C	Manta Ray Climber® w/Vibe® Handholds 64" Deck (DB Only), Steel Posts Required		226	7690
179011A	Mini Summit Climber w/Vibe® Handholds 40"-48" Deck		112	1875
303836A	Mobius® Climber w/Vibe® Handholds (DB Only)		218	6215
184606B	O-Zone® 3-Ring Climber 24" or 32" Deck w/Vibe® Handholds		223	7365
184606C	O-Zone® 3-Ring Climber 40" or 48" Deck w/Vibe® Handholds		223	7365
184606A	O-Zone® 3-Ring Climber Ground or 16" Deck w/Vibe® Handholds		121	5855
180087A	Panel Vertical Ladder w/Vibe® Handholds 24" Deck Difference. Deck-to-Deck or Deck-to-Ground		71	1425
180087B	Panel Vertical Ladder w/Vibe® Handholds 32" Deck Difference. Deck-to-Deck or Deck-to-Ground		79	1545
180087C	Panel Vertical Ladder w/Vibe® Handholds 40" Deck Difference. Deck-to-Deck or Deck-to-Ground		85	1690
180087D	Panel Vertical Ladder w/Vibe® Handholds 48" Deck Difference. Deck-to-Deck or Deck-to-Ground		95	1945
180087E	Panel Vertical Ladder w/Vibe® Handholds 56" Deck Difference. Deck-to-Deck or Deck-to-Ground		100	2165
180087F	Panel Vertical Ladder w/Vibe® Handholds 64" Deck Difference. Deck-to-Deck or Deck-to-Ground		107	2355
180087G	Panel Vertical Ladder w/Vibe® Handholds 72" Deck Difference. Deck-to-Deck or Deck-to-Ground		113	2650
180098A	Pod Climber® 32"-40" Deck w/Vibe® Handholds		91	2005
180098B	Pod Climber® 32"-40" Deck w/Vibe® Handholds 1 Handloop		96	2130
180098D	Pod Climber® 32"-40" Deck w/Vibe® Handholds 1 Handloop and 1 Handrail		112	2320
180098C	Pod Climber® 32"-40" Deck w/Vibe® Handholds 1 Handrail		108	2225
179013A	Pod Climber® w/Vibe® Handhold No Handloop 24" Deck		51	1365
179013B	Pod Climber® w/Vibe® Handhold 1 Handloop 24" Deck		55	1490
179012A	Pod Climber® w/Vibe® Handhold 16" Deck w/1 Handhold Panel		37	1025
200611A	Portal Climber w/Vibe® Handholds (DB Only)		229	7275
179016A	Ring Tangle® Climber w/Handholds 24"-48" Deck		215	3550
200607A	Seeker Climber w/Vibe® Handholds 32" Deck Difference		287	8925
200607B	Seeker Climber w/Vibe® Handholds Equal Decks, High to High		304	9940
200607C	Seeker Climber w/Vibe® Handholds Equal Decks, Low to Low		271	7940
229837B	Shockwave Climber w/Vibe® Handholds 72" Deck		237	3630
229837A	Shockwave Climber w/Vibe® Handholds 96" Deck DB Only		333	4060
179005A	Single Wave Climber w/Vibe® Handholds 48" Deck Difference		121	2750
179005B	Single Wave Climber w/Vibe® Handholds 64" Deck Difference		125	2850
179028A	Sling Shot Climber™ w/Vibe® Handholds 48" Deck		153	4545
179028B	Sling Shot Climber™ w/Vibe® Handholds 56" Deck		153	4545
178957A	Snake Climber w/Vibe® Handholds 48"-56" Deck		131	2605
178957B	Snake Climber w/Vibe® Handholds 64"-72" Deck		136	2735
179017A	SpaceLink Climber™ w/Vibe® Handholds to 72" Deck Deck-to-Aeronet (Steel Posts and DB Only)		124	7655
178962A	SpaceWalk Climber™ w/Vibe® Handholds 32"-48" Deck, Deck-to-Deck		245	10145
179004A	Spiral Climber w/Vibe® Handhold 32" Deck		69	1360
179004B	Spiral Climber w/Vibe® Handhold 40"-48" Deck		85	1820
179004C	Spiral Climber w/Vibe® Handhold 56"-64" Deck		101	2250
179004D	Spiral Climber w/Vibe® Handhold 72" Deck		118	2735
271909A	Square Loop Incline Climber w/Vibe® Handholds 72" Deck		129	1875
179009A	Star Seeker Climber w/Vibe® Handholds 72" Deck (Square Deck, Steel Posts and DB Only)		145	4725
179014A	Starburst Climber w/Vibe® Handholds		153	3050
180084A	Step Ladder w/Vibe® Handholds 32" Deck 2"SM		121	2265
180084A	Step Ladder w/Vibe® Handholds 32" Deck DB		130	2320
180084B	Step Ladder w/Vibe® Handholds 40" Deck 2"SM		136	2405
180084B	Step Ladder w/Vibe® Handholds 40" Deck DB		145	2485
180084C	Step Ladder w/Vibe® Handholds 48"-56" Deck DB		181	2795
180084C	Step Ladder w/Vibe® Handholds 56" Deck 2"SM		172	2735
180084D	Step Ladder w/Vibe® Handholds 64"-72" Deck DB		224	3110
180084D	Step Ladder w/Vibe® Handholds 72" Deck 2"SM		215	3065
179007A	Summit Climber™ w/Vibe® Handholds 64" Deck (DB Only) and 72" Deck		127	2055
179008A	Summit Climber™ for PlayOdyssey® w/Vibe® Handholds 72" Deck		139	2130
179022A	Sunbeam Climber w/Vibe® Handhold		126	2420

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
179023A	Vertical Ladder w/Vibe® Handholds 24"-32" Deck		68	1315
179023B	Vertical Ladder w/Vibe® Handholds 40"-48" Deck		75	1390
179023C	Vertical Ladder w/Vibe® Handholds 56" Deck		80	1450
179023D	Vertical Ladder w/Vibe® Handholds 64"-72" Deck		85	1505
180090A	Wiggle Ladder w/Vibe® Handholds 32" Deck		70	1225
180090B	Wiggle Ladder w/Vibe® Handholds 40" Deck		75	1270
180090C	Wiggle Ladder w/Vibe® Handholds 48" Deck		81	1315
180090D	Wiggle Ladder w/Vibe® Handholds 56" Deck		81	1365
180090E	Wiggle Ladder w/Vibe® Handholds 64" Deck		87	1425
180090F	Wiggle Ladder w/Vibe® Handholds 72" Deck		93	1495
272369C	Zenith® Climber w/Vibe® Handholds Attached to Hex Deck 72" Deck Direct Bury		438	8010
272369F	Zenith® Climber w/Vibe® Handholds Attached to Hex Deck 96" Deck Direct Bury		451	8270
272369A	Zenith® Climber w/Vibe® Handholds Attached to Square Deck 72" Deck Direct Bury		397	7545
272369D	Zenith® Climber w/Vibe® Handholds Attached to Square Deck 96" Deck Direct Bury		405	7815

PlayBooster® Climbers Nature-Inspired

174450A	AdventureScapes® Design 1 40"Deck (DB Only) ¹		2970	20710
174451A	AdventureScapes® Design 2 40"Deck (DB Only) ¹		5880	37355
174452A	AdventureScapes® Design 3 40"Deck (DB Only) ¹		4410	37630
174453A	AdventureScapes® Design 4 40"Deck (DB Only) ¹		7330	54565
174454A	AdventureScapes® Design 5 40"Deck (DB Only) ¹		10220	67770
174455A	AdventureScapes® Design 6 40"Deck (DB Only) ¹		8760	71195
174456A	AdventureScapes® Design 7 40"Deck (DB Only) ¹		11670	84955
174457A	AdventureScapes® Design 8 40"Deck (DB Only) ¹		11690	88115
174458A	AdventureScapes® Design 9 40"Deck (DB Only) ¹		16020	118540
207851A	Canyon Corkscrew Net w/The Ascent® Rock ^{2,1}		2949	8850
207851B	Canyon Corkscrew Net w/The Bend® Rock ^{2,1}		4738	11170
207851C	Canyon Corkscrew Net w/The Chimney® Rock ^{2,1}		4228	9300
207852A	Canyon High Wire Net w/The Ascent® Rock ^{2,1}		2930	8630
207852B	Canyon High Wire Net w/The Bend® Rock ^{2,1}		4721	10975
207852C	Canyon High Wire Net w/The Chimney® Rock ^{2,1}		4209	9085
172666A	Corkscrew Climber w/Recycled Wood-Grain Handholds 32"- 48" Deck		97	2225
172666B	Corkscrew Climber w/Recycled Wood-Grain Handholds 56"-72" Deck		109	2415
169322C	Discovery Tree Climb™ Aluminum Post w/o Roof (DB Only)		1776	23285
169322A	Discovery Tree Climb™ Aluminum Post w/Roof (DB Only)		1792	23435
169322D	Discovery Tree Climb™ Steel Post w/o Roof (DB Only)		1830	23190
169322B	Discovery Tree Climb™ Steel Post w/Roof (DB Only)		1873	23345
237938A	Facet® Stepper w/Recycled Wood-Grain Handholds 16" Deck (DB Only) ³		311	2380
237938B	Facet® Stepper w/Recycled Wood-Grain Handholds 24" Deck (DB Only) ³		842	3795
237938C	Facet® Stepper w/Recycled Wood-Grain Handholds 32" Deck (DB Only) ³		1523	5075
111812A	Headform Set	UPS	4	0
183193A	Log Stack Climber 48"Deck w/Wood-Grain Handholds ¹		3630	18035
183193B	Log Stack Climber 72"Deck w/Wood-Grain Handholds ¹		4070	20390
175572A	Log Stepper 16" Deck w/1 Recycled Wood-Grain Handhold		192	1475
175573A	Log Stepper 24" Deck w/1 Recycled Wood-Grain Handhold		436	2685
175573B	Log Stepper 24" Deck w/1 Recycled Wood-Grain Handhold, 1 Handloop		440	2820
175574A	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds		885	5110
175574B	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop		889	5245
175574D	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		901	5465
175574C	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handrail		897	5330
169320B	Log Stepper 40"-48" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop (DB Only)		1707	7725

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
169320D	Log Stepper 40"-48" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		1720	7940
169320C	Log Stepper 40"-48" Deck w/2 Recycled Wood-Grain Handholds, 1 Handrail (DB Only)		1716	7805
172665A	Loop Pole w/Recycled Wood-Grain Handholds 32"-48" Deck		86	2225
172665B	Loop Pole w/Recycled Wood-Grain Handholds 56"-72" Deck		91	2330
175179A	Mushroom Stepper 16" Deck w/Recycled Wood-Grain w/Recycled Wood-Grain Handhold		154	1755
175180A	Mushroom Stepper 24" Deck w/Recycled Wood-Grain w/Recycled Wood-Grain Handhold		304	3255
175180B	Mushroom Stepper 24" Deck w/Recycled Wood-Grain w/Recycled Wood-Grain Handhold, 1 Handloop		308	3385
175181A	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds		506	5700
175181B	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds, 1 Handloop		510	5845
175181D	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		522	6055
175181C	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds, 1 Handrail		518	5935
207581A	The Ascent® Rock ^{2,1}		2892	7430
207582A	The Bend® Rock ^{2,1}		4683	9745
207577A	The Canyon Collection® Formation 1 w/Steel Direct Bury Posts ^{2,1}		17500	39045
207578A	The Canyon Collection® Formation 2 w/Steel Direct Bury Posts ^{2,1}		16992	37770
207579A	The Canyon Collection® Formation 3 w/Steel Direct Bury Posts ^{2,1}		12493	31355
207580A	The Canyon Collection® Formation 4 w/Steel Direct Bury Posts ^{2,1}		12389	31230
207583A	The Chimney® Rock ^{2,1}		4170	7870
207585A	The Chimney®/The Den® Rocks ^{1,2}		8737	17625
207584A	The Den® Rock ^{2,1}		4558	9745
160420A	The Peak™ Rock Climber 40" Deck ¹		3081	8285
160421A	The Peak™ Rock Climber Connects Between 32" Deck and 40" Deck ¹		3117	8735
156070A	The Pinnacle™ Extension Deck w/Handholds and Kick Panel, 1 Set Required Per Associated Deck ⁴		128	1280
156066A	The Pinnacle™ Rock Climber ¹		4000	25905
156068A	The Pointe™ Rock Climber ¹		2750	14490
160422A	The Stepper™ Rock Climber 24" Deck		1296	4370
271906A	Wood Plank Ladder w/Recycled Wood-Grain Handholds 72" Deck		155	2740
169318A	Wood Plank Wiggle Ladder 32"Deck w/Recycled Wood-Grain Handholds		72	1750
169318B	Wood Plank Wiggle Ladder 40"Deck w/Recycled Wood-Grain Handholds		79	1775
169318C	Wood Plank Wiggle Ladder 48"Deck w/Recycled Wood-Grain Handholds		79	1820
169318D	Wood Plank Wiggle Ladder 56"Deck w/Recycled Wood-Grain Handholds		86	1880
169318E	Wood Plank Wiggle Ladder 64"Deck w/Recycled Wood-Grain Handholds		92	1915
169318F	Wood Plank Wiggle Ladder 72"Deck w/Recycled Wood-Grain Handholds		94	2010
170354A	Wood Plank Wiggle Ladder EN 32"Deck w/Recycled Wood-Grain Handholds		72	1750
170354B	Wood Plank Wiggle Ladder EN 40"Deck w/Recycled Wood-Grain Handholds		79	1775
170354C	Wood Plank Wiggle Ladder EN 48"Deck w/Recycled Wood-Grain Handholds		79	1820
170354D	Wood Plank Wiggle Ladder EN 56"Deck w/Recycled Wood-Grain Handholds		86	1880
170354E	Wood Plank Wiggle Ladder EN 64"Deck w/Recycled Wood-Grain Handholds		92	1915
170354F	Wood Plank Wiggle Ladder EN 72"Deck w/Recycled Wood-Grain Handholds		94	2010

¹ NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

² NOTE: A logistics van with E-track is required to ship this model.

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
	³ NOTE: 4-week lead time required.			
	⁴ NOTE: AdventureScapes® designs are able to connect to a 40" deck.			
PlayBooster® Climbers Other				
271905A	Arcade Climber 90° Tri-Deck 72" Deck		150	2690
178483A	Barn Cliff Climber w/Permalene® Handholds Custom 48" Deck		148	3040
178483B	Barn Cliff Climber w/Permalene® Handholds Custom 56" Deck		148	3050
178483C	Barn Cliff Climber w/Permalene® Handholds Custom 64" Deck		169	3445
178483D	Barn Cliff Climber w/Permalene® Handholds Custom 72" Deck		169	3455
176081A	Canyon Climber		112	1795
153352A	Chain Ladder 90° Tri-Deck 32"-40" 90° Tri-Deck w/TenderTuff™ Handholds		97	1950
153352B	Chain Ladder 90° Tri-Deck 48"-56" 90° Tri-Deck w/TenderTuff™ Handholds		102	2055
153352C	Chain Ladder 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		106	2155
230140A	Chimney Climb Across™ 72" to 72" Deck (DB Only)		157	4950
126374A	Cozy Climber™ 90° Tri-Deck 32"-40" 90° Tri-Deck w/TenderTuff™ Handholds		158	3385
126374B	Cozy Climber™ 90° Tri-Deck 48" 90° Tri-Deck w/TenderTuff™ Handholds		167	3715
235756A	Fish Net Climber 8"-40" Deck		65	3190
220543A	GeoPlex® 123" Deck-To-Deck Climber Aluminum Post		490	10145
220543B	GeoPlex® 123" Deck-To-Deck Climber Steel Post		634	9965
220542A	GeoPlex® 84" Deck-To-Deck Climber Aluminum Post		349	7285
220542B	GeoPlex® 84" Deck-To-Deck Climber Steel Post		448	7170
219509A	GeoPlex® Climber 40"-56" Deck		64	1165
219509B	GeoPlex® Climber 72" Deck		101	1980
220539A	GeoPlex® Double Panel Elevated		76	1605
220538A	GeoPlex® Double Panel Ground Level		76	1605
220541A	GeoPlex® Ground-To-Deck Double Climber Aluminum Posts		236	4840
220541B	GeoPlex® Ground-To-Deck Double Climber Steel Posts		322	4730
220544A	GeoPlex® Ground-To-Deck Triple Climber Aluminum Posts		336	6855
220544B	GeoPlex® Ground-To-Deck Triple Climber Steel Posts		470	6700
220540A	GeoPlex® Triple Panel		113	2410
202056A	JigJag Climber, Double Aluminum Posts (DB Only)		307	4340
202056C	JigJag Climber, Double Aluminum Posts (DB Only)		314	4365
202056E	JigJag Climber, Double Aluminum Posts (DB Only)		315	4375
202056B	JigJag Climber, Double Steel Posts (DB Only)		367	4295
202056D	JigJag Climber, Double Steel Posts (DB Only)		374	4300
202056F	JigJag Climber, Double Steel Posts (DB Only)		377	4320
201888A	JigJag Climber, Single Aluminum Posts (DB Only)		176	2455
201888C	JigJag Climber, Single Aluminum Posts (DB Only)		179	2475
201888E	JigJag Climber, Single Aluminum Posts (DB Only)		180	2500
201888B	JigJag Climber, Single Steel Posts (DB Only)		236	2410
201888D	JigJag Climber, Single Steel Posts (DB Only)		239	2415
201888F	JigJag Climber, Single Steel Posts (DB Only)		243	2430
125688A	Loop Arch 90° Tri-Deck 32"-48" 90° Tri-Deck w/TenderTuff™ Handholds		116	2215
125688B	Loop Arch 90° Tri-Deck 56" 90° Tri-Deck w/TenderTuff™ Handholds		121	2415
125688C	Loop Arch 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		128	2600
185583A	Ring Tangle® Climber Ground Level		114	2030
175953A	Ship Bow Chain Climber Custom (DB Only)		31	1230
176832A	Ship Vertical Ladder Custom 40" Deck Difference		57	1450
176832B	Ship Vertical Ladder Custom 48" Deck Difference		67	1695
146812A	Sky Rail Climber 64" Deck (DB Only) and 72" Deck		88	1995
126375A	Snake Climber 90° Tri-Deck 48"-56" 90° Tri-Deck w/TenderTuff™ Handholds		153	3105
126375B	Snake Climber 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		166	3255
234095A	Spider Web Climber 16"-32" Deck (DB Only)		136	3310
271910A	Square Loop Incline Climber 90° Tri-Deck 72" Deck		139	2030
302740B	Tidal Wave Climber 48"Dk DB		495	11020
302740A	Tidal Wave Climber 56"Dk DB		498	11020

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only.
January 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
305730B	Tidal Wave Climber EN 48"Dk DB		512	12120
305730A	Tidal Wave Climber EN 56"Dk DB		515	12120
126372A	Vertical Ladder 90° Tri-Deck 24"-32" 90° Tri-Deck w/TenderTuff™ Handholds		81	1560
126372B	Vertical Ladder 90° Tri-Deck 40"-48" 90° Tri-Deck w/TenderTuff™ Handholds		88	1630
126372C	Vertical Ladder 90° Tri-Deck 56" 90° Tri-Deck w/TenderTuff™ Handholds		93	1690
126372D	Vertical Ladder 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		97	1775
302748A	Vine Climber DB Only		296	8815
126371A	Wiggle Ladder 90° Tri-Deck 32" 90° Tri-Deck w/TenderTuff™ Handholds		82	1490
126371B	Wiggle Ladder 90° Tri-Deck 40" 90° Tri-Deck w/TenderTuff™ Handholds		88	1570
126371C	Wiggle Ladder 90° Tri-Deck 48" 90° Tri-Deck w/TenderTuff™ Handholds		93	1630
126371D	Wiggle Ladder 90° Tri-Deck 56" 90° Tri-Deck w/TenderTuff™ Handholds		94	1690
126371E	Wiggle Ladder 90° Tri-Deck 64" 90° Tri-Deck w/TenderTuff™ Handholds		99	1760
126371F	Wiggle Ladder 90° Tri-Deck 72" 90° Tri-Deck w/TenderTuff™ Handholds		104	1820
271907A	Wood Plank Ladder 90° Tri-Deck 72" Deck		165	2425

PlayBooster® Overhead Events

142890A	90° Horizontal Ladder 32" Deck Maximum		114	2310
141886A	Access/Landing Assembly Rails 24" Deck	UPS	34	835
141886B	Access/Landing Assembly Rails 32" Deck	UPS	46	1080
141887B	Access/Landing Assembly Seat 16" Deck	UPS	36	750
141887A	Access/Landing Assembly Seat 8" Deck	UPS	36	750
121952B	Air Dancer™ 32" Deck Maximum		110	2310
142883A	C-Horizontal Ladder 32" Deck Maximum		186	3365
142891A	Circular Horizontal Ladder 32" Deck Maximum		229	4225
142887A	Horizontal Ladder 32" Deck Maximum		98	1435
139782A	Horizontal Ladder, Ages 4-5 84" Module, 16" Deck Maximum		74	1135
193170A	LolliLadder™ w/2 E-Pods		81	3070
119430A	Overhead Parallel Bars 32" Deck Maximum		121	1500
184489B	Overhead Trekker™ Ladder Deck to Deck DB		91	2185
184489C	Overhead Trekker™ Ladder Ground Level DB		115	2975
184489A	Overhead Trekker™ Ladder Ground to Deck DB		103	2575
111467A	Ring Bridge S-Shape, 32" Deck Maximum, Brown Rings Only		87	2120
111467B	Ring Bridge Straight, 32" Deck Maximum, Brown Rings Only		80	1860
130873A	Ring Pull Brown Rings Only, Intended for Wheelchair Users	UPS	14	800
126203A	Ring-a-Ling™ Overhead Event 32" Deck Maximum		143	3105
142884A	S-Horizontal Ladder 32" Deck Maximum		186	3365
119806A	Single Beam Loop Horizontal Ladder (123") 32" Deck Maximum		113	1655
119805A	Single Beam Loop Horizontal Ladder (84") 32" Deck Maximum		75	1280
111353A	Track Ride 10' Straight 16" Deck Maximum		125	3190
112465A	Track Ride 18' Straight 16" Deck Maximum		174	3630
118093A	Track Ride Curved 18' Module, 16" Deck to Ground		178	4225
111468A	Trapeze Horizontal Ladder 18" Wide, 32" Deck Maximum		121	2215
123824A	Triple Ring Fling™ 24" or 32" Deck-to-Ground		177	3255
111273A	Vertical Ladder 116" Aluminum Posts		94	1605
111273B	Vertical Ladder 116" Steel Posts		174	1500
116208A	Vertical Ladder for Ring Bridge 132" Aluminum Posts		97	1690
116208B	Vertical Ladder for Ring Bridge 132" Steel Posts		192	1615
119613A	Wave Horizontal Ladder 32" Deck Maximum		108	1630

PlayBooster® Bridges & Ramps

168111A	12' Double-Wide Ramp w/Barriers		1004	12870
168110A	12' Double-Wide Ramp w/Guardrails and Curbs		916	11120
174817A	12' Ramp w/Barriers		768	9610
174815A	12' Ramp w/Guardrails and Curbs		638	8495

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
143677B	Arch Bridge (123") w/Barriers, 72" Deck Maximum		494	7050
143677A	Arch Bridge (123") w/Guardrails, 40" Deck Maximum		405	5415
114665A	Arch Bridge (42") w/Permalene® Barriers		150	2825
139383A	Arch Bridge (42") w/SteelX® Barriers		242	3010
120624A	Belt Bridge (123") 24"-48" Decks		279	4745
114373A	Belt Bridge (42") w/Permalene® Barriers		111	2825
120310A	Belt Bridge (84") 24"-48" Decks		227	4065
156231A	Bridge w/Barriers		526	5335
156230A	Bridge w/Guardrails w/Curbs		404	4635
156230B	Bridge w/Guardrails w/o Curbs		374	4115
111345A	Bridge/Ramp Transition Bracket		21	360
147425A	Clatterbridge (123") w/Barriers 24"-72" Deck		623	8215
143195A	Clatterbridge (123") w/Guardrails 24"-48" Deck		476	5775
147424A	Clatterbridge (84") w/Barriers 24"-72" Deck		434	6655
143194A	Clatterbridge (84") w/Guardrails 24"-48" Deck		339	4525
121416A	Disc Challenge (123") 24" Deck Maximum, w/2 Handhold Panels		208	4960
165575A	Disc Challenge (123") 24" Deck Maximum, w/2 Handloops		204	5130
121416B	Disc Challenge (123") 40" Deck Maximum, w/3 Handhold Panels		220	5165
165575B	Disc Challenge (123") 40" Deck Maximum, w/3 Handloops		214	5420
121416C	Disc Challenge (123") 40" Deck Maximum, w/4 Handhold Panels		232	5370
165575C	Disc Challenge (123") 40" Deck Maximum, w/4 Handloops		224	5710
180089A	Disc Challenge (123") w/Vibe® Handholds 24" Deck Maximum, w/2 Handhold Panels		236	5330
180089B	Disc Challenge (123") w/Vibe® Handholds 40" Deck Maximum, w/3 Handhold Panels		261	5715
180089C	Disc Challenge (123") w/Vibe® Handholds 40" Deck Maximum, w/4 Handhold Panels		286	6090
120873A	Disc Challenge (84") 24" Deck Maximum, w/2 Handhold Panels		140	3445
165573A	Disc Challenge (84") 24" Deck Maximum, w/2 Handloops		136	3615
120873B	Disc Challenge (84") 40" Deck Maximum, w/3 Handhold Panels		152	3650
165573B	Disc Challenge (84") 40" Deck Maximum, w/3 Handloops		146	3905
120873C	Disc Challenge (84") 40" Deck Maximum, w/4 Handhold Panels		164	3855
165573C	Disc Challenge (84") 40" Deck Maximum, w/4 Handloops		156	4195
180088A	Disc Challenge (84") w/Vibe® Handholds 24" Deck Maximum, 2 Handholds		166	3835
180088B	Disc Challenge (84") w/Vibe® Handholds 40" Deck Maximum, 3 Handholds		192	4190
180088C	Disc Challenge (84") w/Vibe® Handholds 40" Deck Maximum, 4 Handholds		217	4580
168547A	Double-Wide Ramp Berm Plate		103	990
168546A	Double-Wide Ramp Exit Plate		132	1335
171869A	Double-Wide Ramp w/Barriers		815	9035
171870C	Double-Wide Ramp w/Guardrails w/Curbs, 2 Handrails per Side (CSA)		685	7050
171870A	Double-Wide Ramp w/Guardrails w/Curbs, 3 Handrails per Side (ASTM),		725	7780
152443A	Grid Walk w/Barriers 16" Deck Difference		328	4230
152444A	Grid Walk w/Guardrails 16" Deck Difference		196	2745
120325A	Ramp Berm Exit Plate		30	500
171539A	Ramp Deck Extension 12"-16" Deck		54	885
111346B	Ramp Exit Plate DB		44	630
111346A	Ramp Exit Plate SM		30	510
156233A	Ramp w/Barriers		554	6385
156232C	Ramp w/Guardrails w/Curbs, 2 Handrails per Side (CSA)		397	4400
156232A	Ramp w/Guardrails w/Curbs, 3 Handrails per Side (ASTM)		435	5135
136157A	S-Disc Challenge w/Handhold Panels 24" Deck Maximum, w/2 Handhold Panels		213	4960
136157B	S-Disc Challenge w/Handhold Panels 40" Deck Maximum, w/3 Handhold Panels		225	5165
136157C	S-Disc Challenge w/Handhold Panels 40" Deck Maximum, w/4 Handhold Panels		237	5370
165576A	S-Disc Challenge w/Handloops 24" Deck Maximum, w/2 Handloops		209	5130
165576B	S-Disc Challenge w/Handloops 40" Deck Maximum, w/3 Handloops		219	5420
165576C	S-Disc Challenge w/Handloops 40" Deck Maximum, w/4 Handloops		229	5710
180095A	S-Disc Challenge w/Vibe® Handholds 24" Deck Maximum, w/2 Handholds		256	5330

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
180095B	S-Disc Challenge w/Vibe® Handholds 40" Deck Maximum, w/3 Handholds		281	5715
180095C	S-Disc Challenge w/Vibe® Handholds 40" Deck Maximum, w/4 Handholds		306	6090
184490B	Swiggle Stix® Bridge Deck to Deck DB		176	8025
184490C	Swiggle Stix® Bridge Ground Level DB		156	7470
184490A	Swiggle Stix® Bridge Ground to Deck DB		166	7750
193171B	SwiggleKnots™ Bridge Deck to Deck (DB Only)		151	7930
193171C	SwiggleKnots™ Bridge Ground Level (DB Only)		141	7470
193171A	SwiggleKnots™ Bridge Ground to Deck (DB Only)		146	7695
193173B	TightRope™ Bridge Deck to Deck		67	2510
193173C	TightRope™ Bridge Ground Level		57	2030
193173A	TightRope™ Bridge Ground to Deck		62	2270

PlayBooster® Tunnels

117088A	C-Crawl Tunnel Inclined Ground-48" Deck, 16" Deck Difference ¹		166	6640
117089A	C-Crawl Tunnel Level Ground-48" Deck ¹		166	6640
142892A	Crawl Tunnel 90° Curve Ground-72" Deck Above Deck ¹		102	4095
142892B	Crawl Tunnel 90° Curve Ground-72" Deck Ground Level ¹		114	4500
126204A	Crawl Tunnel Straight 32" Straight, Ground-72" Deck ^{1,2}		78	2555
126204B	Crawl Tunnel Straight 64" Straight, Ground-72" Deck ^{1,2}		110	3400
122589A	Offset Crawl Tunnel 16" Offset Deck To Deck ¹		96	3765
122589B	Offset Crawl Tunnel 16" Offset Deck To Ground ¹		104	3955
129042A	Offset Crawl Tunnel 24" Offset Deck To Deck ¹		105	4135
129042B	Offset Crawl Tunnel 24" Offset Deck To Ground ¹		113	4370
119930B	Offset Crawl Tunnel 8" Offset ¹		90	3615
117088B	S-Crawl Tunnel Inclined Ground-48" Deck, 16" Deck Difference ¹		166	6640
117089B	S-Crawl Tunnel Level Ground-48" Deck ¹		166	6640
119641A	Wire Crawl Tunnel Ground-72" Deck ¹		126	2875

¹ NOTE: Additional cost associated with Deck-to-Grade and Grade-to-Grade.

² NOTE: Additional weight and cost associated with each View Tube section.

PlayBooster® Enclosures

NOTE: Enclosures do not fit under decks that are 40" or below, unless noted. Some enclosures require an additional upcharge for ground level mounting.

179041A	Alphamaze/Labyrinth Vibe Panel™ Above Deck		63	1390
179041B	Alphamaze/Labyrinth Vibe Panel™ Ground Level		50	1390
111240A	Balcony Deck		116	1565
111240B	Balcony Deck w/Steering Wheel		122	1820
115236A	Ball Maze Panel	UPS	65	1500
178480A	Barn Driver Panel Custom Above Deck		56	1650
178480B	Barn Driver Panel Custom Ground Level		63	1860
178476A	Barn Panel Custom Above Deck		43	1200
178476B	Barn Panel Custom Ground Level		49	1400
178482A	Barn Panel Ground Level Custom		44	1190
178475A	Barn Panel w/Cow Head Custom Above Deck		79	1645
178475B	Barn Panel w/Cow Head Custom Ground Level		85	1850
178474A	Barn Panel w/Horse Head Custom Above Deck		98	2115
178474B	Barn Panel w/Horse Head Custom Ground Level		104	2310
178481A	Barn Periscope Panel Custom Above Deck		64	2245
178481B	Barn Periscope Panel Custom Ground Level		70	2455
160694A	Barrier w/Infill Panel	UPS	32	750
164092A	Bongo Panel® Above Deck	UPS	53	1210
164092B	Bongo Panel® Ground Level	UPS	59	1435
164094A	Bongo Reach Panel Above Deck	UPS	37	1090
164094B	Bongo Reach Panel Ground Level	UPS	37	1090
179042A	Bongo Vibe Panel™ Above Deck		78	1635
179042B	Bongo Vibe Panel™ Ground Level		65	1635
129806B	Bracket Retro Kit for Wheel w/Infill	UPS	4	245
129806A	Bracket Retro Kit for Wheel w/o Infill	UPS	2	85
123844A	Braille and Clock Panel	UPS	52	1980
115223A	Bubble Panel Above Deck	UPS	38	1035

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
115223B	Bubble Panel Ground Level	UPS	46	1230
179043A	Bubble Vibe™ Panel Above Deck		55	1450
179043B	Bubble Vibe™ Panel Ground Level		42	1450
115243A	Chimes Panel		60	1805
135731A	Chimes Reach Panel	UPS	31	1565
177712A	Color Splash Panel™ Above Deck		83	3600
177712B	Color Splash Panel™ Ground Level		89	3750
179044A	Color Splash Vibe Panel™ Above Deck		86	3930
179044B	Color Splash Vibe Panel™ Ground Level		73	3930
191031A	Curb	UPS	5	135
217909A	DigiFuse® Barrier Panel Above Deck		41	1580
217909B	DigiFuse® Barrier Panel Ground Level		44	1805
218172A	DigiFuse® Barrier Panel w/Medallions Above Deck		43	2330
218172B	DigiFuse® Barrier Panel w/Medallions Ground Level		46	2560
217908A	DigiFuse® Bubble Panel Above Deck		36	1790
217908B	DigiFuse® Bubble Panel Ground Level		39	2020
217912A	DigiFuse® Hole Panel		29	1380
217911A	DigiFuse® Periscope Panel Above Deck		60	2840
217911B	DigiFuse® Periscope Panel Ground Level		64	3065
115228A	Driver Panel (Permalene®) Above Deck	UPS	46	1055
115228B	Driver Panel (Permalene®) Ground Level	UPS	54	1270
139382A	Driver Panel (SteelX®) Above Deck		89	1135
139382B	Driver Panel (SteelX®) Ground Level		91	1360
178479A	Duck Accent Panel Custom		9	320
115229A	Finger Maze Panel	UPS	44	880
173563A	Fun Mirror Panel® Ground Level		62	2985
179045A	Fun Mirror Vibe Panel™ Ground Level		111	3325
117146A	Gear Panel		122	2355
219076A	GeoPlex® 3/4 Barrier	UPS	33	780
219075A	GeoPlex® Handhold Panels	UPS	26	345
178477A	Goat Accent Panel Custom		14	525
127953B	Handhold Panel 1 Panel	UPS	12	205
127953A	Handhold Panel 2 Panels	UPS	24	340
115253A	Hole Panel (Permalene®) ¹	UPS	30	740
139381A	Hole Panel (SteelX®) ¹	UPS	60	820
179046A	Hole Vibe™ Panel Ground Level		39	1115
123319A	Hourglass Panel		66	1805
115235A	House Panel (Permalene®) Above Deck	UPS	39	840
115235B	House Panel (Permalene®) Ground Level	UPS	47	1055
139380A	House Panel (SteelX®) Above Deck		82	1030
139380B	House Panel (SteelX®) Ground Level		86	1225
127681A	Image Panel 176 Play Blocks	UPS	73	1710
129043A	Image Reach Panel 75 Play Blocks	UPS	53	1120
173566A	Kaleidospin Panel® Ground Level		83	4090
179049A	Kaleidospin Vibe Panel™ Ground Level		111	4410
173567A	Marble Panel® Above Deck		64	2855
173567B	Marble Panel® Ground Level		70	3010
179050A	Marble Vibe Panel™ Above Deck		89	3190
179050B	Marble Vibe Panel™ Ground Level		76	3190
135730A	Match 3 Reach Panel	UPS	24	1000
127678A	Match 4 Panel Above Deck	UPS	46	1185
127678B	Match 4 Panel Ground Level	UPS	54	1390
115234A	Mirror Panel	UPS	61	1435
127439A	Navigator Reach Panel	UPS	28	845
173564A	Optigear Panel® Above Deck		59	4090
173564B	Optigear Panel® Ground Level		65	4215
179051A	Optigear Vibe Panel™ Above Deck		110	4445
179051B	Optigear Vibe Panel™ Ground Level		97	4445
117957A	Periscope Panel (Permalene®) Above Deck	UPS	63	1980
117957B	Periscope Panel (Permalene®) Ground Level	UPS	71	2185
139379A	Periscope Panel (SteelX®) Above Deck		100	2280
139379B	Periscope Panel (SteelX®) Ground Level		103	2510
135729A	Periscope Reach Panel	UPS	46	1905
178478A	Pig Accent Panel Custom		13	460
119514A	Pilot Panel Above Deck		54	1365
119514B	Pilot Panel Ground Level		62	1575

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
140244B	Pipe Barrier (ProShield®) Above Deck w/o Wheel	UPS	51	835
140244A	Pipe Barrier (ProShield®) Above Deck w/Wheel	UPS	57	1090
140244D	Pipe Barrier (ProShield®) Ground Level w/o Wheel	UPS	57	1035
140244C	Pipe Barrier (ProShield®) Ground Level w/Wheel	UPS	63	1300
117680A	Pipe Barrier 90° Tri-Deck w/o Wheel		74	800
117680B	Pipe Barrier 90° Tri-Deck w/Wheel		80	1065
116244A	Pipe Barrier Above Deck w/o Wheel	UPS	51	760
116244B	Pipe Barrier Above Deck w/Wheel	UPS	57	1000
116244C	Pipe Barrier Ground Level w/o Wheel	UPS	57	955
116244D	Pipe Barrier Ground Level w/Wheel	UPS	63	1200
117681A	Pipe Guardrail 90° Tri-Deck		38	810
116245A	Pipe Guardrail Above Deck	UPS	28	620
116245B	Pipe Guardrail Ground Level	UPS	36	845
115225A	Puppet Panel Above Deck	UPS	39	740
115225B	Puppet Panel Ground Level	UPS	47	940
115226A	Puppet Panel w/Window Above Deck	UPS	42	915
115226B	Puppet Panel w/Window Ground Level	UPS	50	1130
177718A	Rain Sound Wheel Panel™ Above Deck		78	2625
177718B	Rain Sound Wheel Panel™ Ground Level		84	2790
179052A	Rain Sound Wheel Vibe Panel™ Above Deck		104	2975
179052B	Rain Sound Wheel Vibe Panel™ Ground Level		91	2975
169319A	Recycled Wood-Grain Lumber Panel		85	1505
159459A	Ring-a-Bell™ Panel Above Deck	UPS	54	1760
159459B	Ring-a-Bell™ Panel Ground Level	UPS	61	1980
164148A	Ring-a-Bell™ Reach Panel Above Deck	UPS	31	1195
164148B	Ring-a-Bell™ Reach Panel Ground Level	UPS	31	1195
164145A	Rock-n-Ring® Panel ¹	UPS	71	2500
115257A	Sand and Water Panel Tan Dish Only ¹	UPS	83	1985
176650A	Ship Cannon Panel Custom Above Deck		103	2770
176650B	Ship Cannon Panel Custom Ground Level		111	2975
176638A	Ship Wheel Panel Custom Above Deck		80	2310
176638B	Ship Wheel Panel Custom Ground Level		88	2530
176805A	Ship Window Panel Custom Above Deck		28	925
176805B	Ship Window Panel Custom Ground Level		36	1130
188835A	Sign Language Panel Above Deck	UPS	44	1055
188835B	Sign Language Panel Ground Level	UPS	52	1280
115242B	Slant Entrance Panel 24" Diameter 2"SM ¹	UPS	51	1615
115242A	Slant Entrance Panel 24" Diameter DB ¹	UPS	55	1395
115222A	Slant Window Panel	UPS	66	1570
123483A	Space Travel Panel		59	1635
115254A	Storefront Panel (Permalene®) ¹	UPS	24	760
139378A	Storefront Panel (SteelX®) ¹	UPS	38	855
130565A	Table Panel ¹	UPS	55	1330
115231A	Tic-Tac-Toe Panel (Permalene®) Above Deck, Tan Discs Only		55	1775
115231B	Tic-Tac-Toe Panel (Permalene®) Ground Level, Tan Discs Only		63	1990
139377A	Tic-Tac-Toe Panel (SteelX®) Above Deck ²		111	2910
139377B	Tic-Tac-Toe Panel (SteelX®) Ground Level ²		113	3115
115230A	Tracing Panel Above Deck	UPS	44	880
115230B	Tracing Panel Ground Level	UPS	52	1115
127440A	Trail Tracker® Reach Panel	UPS	19	570
125921A	TurboTwister™ Barrier Pipe Barrier w/o Wheel	UPS	52	810
125921B	TurboTwister™ Barrier Pipe Barrier w/Wheel	UPS	58	1070
125921C	TurboTwister™ Barrier Wire Barrier w/o Wheel	UPS	38	915
125921D	TurboTwister™ Barrier Wire Barrier w/Wheel	UPS	44	1190
201512A	Vibe® 3/4 Handhold Barrier Left	UPS	53	1000
201512A	Vibe® 3/4 Handhold Barrier Right	UPS	53	1000
180094B	Vibe® Handhold Panel 1 Panel		25	355
180094A	Vibe® Handhold Panel 2 Panels		51	760
180465A	Window Vibe™ Panel Above Deck		56	1360
180465B	Window Vibe™ Panel Ground Level		43	1360
120315A	Wire Barrier 90° Tri-Deck w/o Wheel		47	1040
120315B	Wire Barrier 90° Tri-Deck w/Wheel		52	1315
120314A	Wire Barrier Above Deck w/o Wheel	UPS	38	835
120314B	Wire Barrier Above Deck w/Wheel	UPS	44	1090
120314C	Wire Barrier Ground Level w/o Wheel	UPS	46	1050
120314D	Wire Barrier Ground Level w/Wheel	UPS	52	1320

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
 January 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
173565A	Xylofun Panel® Above Deck		54	3060
173565B	Xylofun Panel® Ground Level		60	3175
179053A	Xylofun Vibe Panel™ Above Deck		79	3385
179053B	Xylofun Vibe Panel™ Ground Level		65	3385
114649A	Zoo Infill Panel	UPS	31	940
115227A	Zoo Panel Above Deck	UPS	36	750
115227B	Zoo Panel Ground Level	UPS	44	945

¹ NOTE: Ground-Level Panels can fit under 40" Decks.

² NOTE: 4-week lead time required.

PlayBooster® Motion & More Fun

152603A	Adventureship Puppet Panel Ground Level		39	750
115224A	Adventureship Window Panel Above Deck		40	765
115224B	Adventureship Window Panel Ground Level		48	965
201545A	Blender™ Spinner		103	3045
193176A	Boogie Board™ (DB Only)		110	2645
111357A	Chinning Bar, Aluminum Post		41	655
111357C	Chinning Bar, Steel Post		80	625
166809A	E-Pod® Step	UPS	11	375
120901A	Grab Bar	UPS	5	235
201546A	Gyro Twister® Spinner		106	2340
120902A	Handhold Leg Lift Brown Only	UPS	4	250
111275A	Handloop Assembly	UPS	10	290
111356A	Log Roll Aluminum Post, Tan Log Only	UPS	87	1725
111356B	Log Roll Steel Post, Tan Log Only	UPS	120	1680
118089A	Loop Seat		19	585
111361A	Parallel Bars, Order Posts Separately		31	850
120818A	Playstructure Seat	UPS	26	465
111276A	Rail Assembly	UPS	12	285
118457A	Ship Bow		223	3765
176760A	Ship Bow 126" Wide Custom (DB Only)		645	13550
176759A	Ship Bow 84" Wide Custom (DB Only)		605	11095
176268A	Ship Bow Spirit Custom		90	2510
176758A	Ship Flag Custom		23	520
118458A	Ship Front Panel		110	1690
118453A	Ship Mast		324	7555
176756A	Ship Mast 2-Sail Custom 32"-40" Deck (DB Only)		257	3585
176756B	Ship Mast 2-Sail Custom 48" Deck (DB Only)		261	3595
176756C	Ship Mast 2-Sail Custom 56" Deck (DB Only)		267	3600
176756D	Ship Mast 2-Sail Custom 64" Deck (DB Only)		271	3615
176756E	Ship Mast 2-Sail Custom 72" Deck (DB Only)		275	3640
176757A	Ship Mast 2-Sail w/Crowsnest Custom 32"-40" Deck (DB Only)		313	5280
176757B	Ship Mast 2-Sail w/Crowsnest Custom 48" Deck (DB Only)		317	5305
176757C	Ship Mast 2-Sail w/Crowsnest Custom 56" Deck (DB Only)		323	5320
176757D	Ship Mast 2-Sail w/Crowsnest Custom 64" Deck (DB Only)		327	5335
176757E	Ship Mast 2-Sail w/Crowsnest Custom 72" Deck (DB Only)		331	5360
176755A	Ship Mast Full Sail Custom 32"-40" Deck (DB Only)		331	6355
176755B	Ship Mast Full Sail Custom 48" Deck (DB Only)		335	6360
176755C	Ship Mast Full Sail Custom 56" Deck (DB Only)		340	6370
176755D	Ship Mast Full Sail Custom 64" Deck (DB Only)		345	6375
176755E	Ship Mast Full Sail Custom 72" Deck (DB Only)		349	6380
176972A	Ship Mast Full Sail w/Crowsnest Custom 32"-40" Deck (DB Only)		403	8525
176972B	Ship Mast Full Sail w/Crowsnest Custom 48" Deck (DB Only)		408	8530
176972C	Ship Mast Full Sail w/Crowsnest Custom 56" Deck (DB Only)		413	8545
176972D	Ship Mast Full Sail w/Crowsnest Custom 64" Deck (DB Only)		417	8550
176972E	Ship Mast Full Sail w/Crowsnest Custom 72" Deck (DB Only)		422	8560
176731A	Ship Wheel Post Mount Custom	UPS	15	1695
193174A	Sol Spinner™		128	2830
153165A	Stationary Cyler Accessible Order Posts Separately		22	595
160054D	Stationary Cyler Accessible, Handles Only, Order Posts Separately	UPS	17	1050
160054B	Stationary Cyler Handles Only, Order Posts Separately	UPS	17	1050
160054A	Stationary Cyler Pedals and Grab Bar, Order Posts Separately	UPS	26	1365
160054C	Stationary Cyler Pedals and Handles, Order Posts Separately	UPS	34	1950
170894A	Sway Fun® Glider (12")		1271	20335

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
138871A	Sway Fun® Glider (16")		1256	19875
111363B	Talk Tube 16" Deck, Order Posts Separately ¹	UPS	16	625
111363C	Talk Tube 24" Deck, Order Posts Separately ¹	UPS	17	630
111363D	Talk Tube 32" Deck, Order Posts Separately ¹	UPS	18	635
111363E	Talk Tube 40" Deck, Order Posts Separately ¹	UPS	19	670
111362A	Talk Tube 40" Tubing Kit	UPS	15	255
111363F	Talk Tube 48" Deck, Order Posts Separately ¹	UPS	20	685
111363G	Talk Tube 56" Deck, Order Posts Separately ¹	UPS	21	695
111363H	Talk Tube 64" Deck, Order Posts Separately ¹	UPS	23	725
111363I	Talk Tube 72" Deck, Order Posts Separately ¹	UPS	24	740
111363J	Talk Tube 8" Deck, Order Posts Separately ¹	UPS	15	620
129079A	Talk Tube for PlayOdyssey® 48" Deck, Order Posts Separately ¹		29	850
129079B	Talk Tube for PlayOdyssey® 72" Deck, Order Posts Separately ¹		37	885
111363A	Talk Tube Ground Level, Order Posts Separately ¹	UPS	14	620
111357B	Turning Bar, Aluminum Post		35	620
111357D	Turning Bar, Steel Post		68	595
111306B	Wheel w/Infill	UPS	8	345
111306A	Wheel w/o Infill	UPS	6	285

¹ NOTE: Order one Talk Tube Tubing Kit with two Talk Tubes; combine any height listed.

PlayBooster® Roofs

111256A	Arch Roof, Order Arches Separately		35	1035
178471A	Barn Roof Custom		844	23175
136488A	CoolToppers® Full Sail (DB Only)		691	14200
176761A	CoolToppers® Full Sail For Hex Deck Custom		919	17005
154884A	CoolToppers® Single Post Pyramid Roof (DB Only)		145	4025
166081A	CoolToppers® Wave (DB Only)		20	1450
217910A	DigiFuse® Vibe® Roof		61	2210
212256A	Flower Accent Topper		83	1980
139376A	Hex Roof (SteelX®) w/o Flag		413	5890
139376B	Hex Roof (SteelX®) w/Permalene® Flag		426	6260
130567A	Hex Shingle Roof		193	3430
178469A	Palm Tree Accent Topper Custom		134	1980
178470A	Pine Tree Accent Topper		108	1490
111408A	Recycled Peak Roof		200	4155
211190C	Recycled Tree House Roof w/o Stack and w/"Kids Only" sign		294	3925
211190D	Recycled Tree House Roof w/o Stack and w/o "Kids Only" sign		294	3790
211190A	Recycled Tree House Roof w/Stack and w/"Kids Only" sign		305	4230
211190B	Recycled Tree House Roof w/Stack and w/o "Kids Only" sign		304	4095
178472A	Silo Roof Custom		355	7470
178473A	Silo Roof w/Checkered Panels Custom		464	9980
129816A	Square Peak Tile Roof w/Logo Panels ¹		105	1765
129816B	Square Peak Tile Roof w/o Logo Panels ¹		93	1620
118110A	Square Poly Roof w/Logo Panels ¹		112	1570
118110B	Square Poly Roof w/o Logo Panels ¹		99	1435
139375A	Square Roof (SteelX®) w/o Flag		250	3680
139375B	Square Roof (SteelX®) w/Permalene® Flag		263	4065
130102A	Super Square Shingle Roof w/Permalene® Roof Cap		210	3900
130102B	Super Square Shingle Roof w/Poly Roof Cap		219	4550
179594A	Vibe® Roof		81	1635

¹ NOTE: Free customized text on roof; limit approximately 15 characters including spaces. Validate customized text in design tools.

PlayBooster® Mainstructures

185296A	10' PlayOdyssey® Tower		3375	33480
188689A	10' PlayOdyssey® Tower		3048	27635
185302A	10' PlayOdyssey® Tower EN		3442	35635
188692A	10' PlayOdyssey® Tower w/o Roof EN		3115	29815
185355A	10' Tower El Slide 120" Deck (DB Only)		516	10030
185355B	10' Tower El Slide 120" Deck w/1 View Tube (DB Only)		527	10665
185354A	10' Tower Gemini SlideWinder2® 120" Deck (DB Only)		638	13865
185346A	10' Tower SlideWinder2® 120" Deck (DB Only)		323	6765

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
185338A	10' Tower TurboTwister™ 120" Deck (DB Only)		410	7910
185338B	10' Tower TurboTwister™ 120" Deck w/1 View Tube (DB Only)		422	8570
222709A	10' Tower WhooshWinder™ Slide 120" Deck (DB Only)		344	7790
165596A	12' PlayOdyssey® Tower (DB Only) 72" Deck w/o Center Access, 144" Deck w/Roof, w/Center Access (Steel Posts and DB Only)		3600	35080
167191A	12' PlayOdyssey® Tower EN		3700	37310
165824A	12' Tower Bubble Panel		72	1900
165781B	12' Tower EI Slide 144" Deck w/Pipe Barrier (DB Only)		560	11770
165781D	12' Tower EI Slide 144" Deck w/Pipe Barrier and 1 View Tube (DB Only)		572	12415
165781A	12' Tower EI Slide 144" Deck w/Zoo Panel (DB Only)		550	11400
165781C	12' Tower EI Slide 144" Deck w/Zoo Panel and 1 View Tube (DB Only)		562	12060
166533B	12' Tower Gemini SlideWinder2® 144" Deck w/Pipe Barrier (DB Only)		680	15995
166533A	12' Tower Gemini SlideWinder2® 144" Deck w/Zoo Panel (DB Only)		670	15635
165960A	12' Tower Pipe Barrier		82	1380
165780B	12' Tower SlideWinder2® 144" Deck w/Pipe Barrier (DB Only)		370	8425
165780A	12' Tower SlideWinder2® 144" Deck w/Zoo Panel (DB Only)		360	8070
165827B	12' Tower TurboTwister™ 144" Deck w/Pipe Barrier (DB Only)		535	10000
165827D	12' Tower TurboTwister™ 144" Deck w/Pipe Barrier and 1 View Tube (DB Only)		547	10660
165827A	12' Tower TurboTwister™ 144" Deck w/Zoo Panel (DB Only)		525	9640
165827C	12' Tower TurboTwister™ 144" Deck w/Zoo Panel and 1 View Tube (DB Only)		537	10290
222710B	12' Tower WhooshWinder® Slide 144" Deck w/Pipe Barrier (DB Only)		466	9700
222710A	12' Tower WhooshWinder® Slide 144" Deck w/Zoo Panel (DB Only)		437	9280
194659B	Disc Net™ Climber for Netplex™ 14-Post		782	36295
194659A	Disc Net™ Climber for Netplex™ 7-Post		527	27340
271911B	Disc Net™ Climber w/Alpine® Slide for NetPlex™ 13-Post (DB Only)		1133	42350
271911A	Disc Net™ Climber w/Alpine® Slide for NetPlex™ 7-Post (DB Only)		916	33395
224086B	Disc Net™ Climber w/Double Swoosh Slide® for Netplex™ 13-Post		1107	40350
224086A	Disc Net™ Climber w/Double Swoosh Slide® for Netplex™ 7-Post		887	31385
220545A	GeoPlex® 3-Spoke Tower Aluminum Post		374	7325
220545B	GeoPlex® 3-Spoke Tower Steel Post		559	7115
222231A	GeoPlex® 3-Spoke Tower w/Cables		1020	13415
220546A	GeoPlex® 5-Post Tower Aluminum Post		600	11910
220546B	GeoPlex® 5-Post Tower Steel Post		842	11540
222232A	GeoPlex® 5-Post Tower w/Cables		1610	22600
223169A	GeoPlex® Labyrinth Climber 5-Post Tower to 5-Post Tower		2200	37750
223169B	GeoPlex® Labyrinth Climber 64" Deck to 5-Post Tower		1350	26250
223169C	GeoPlex® Labyrinth Climber 72" Deck to 5-Post Tower		1350	26250
223163C	GeoPlex® Navigator Climber 3-Spoke Tower to 3-Spoke Tower		1550	20950
223163B	GeoPlex® Navigator Climber 5-Post Tower to 3-Spoke Tower		1830	25360
223163A	GeoPlex® Navigator Climber 5-Post Tower to 5-Post Tower		2120	29775
223166A	GeoPlex® Trailblazer Climber 5-Post Tower to 5-Post Tower		2260	34025
223166B	GeoPlex® Trailblazer Climber 72" Deck to 5-Post Tower		1370	22345
224091A	Netplex® 13-Post No Roof (DB Only)		1667	14360
224091B	Netplex® 13-Post w/ 3 Roofs (DB Only)		2060	19705
224091C	Netplex® 13-Post w/ 5 Roofs (DB Only)		2358	23250
193169A	Netplex® 14-Post No Roof (DB Only)		1756	15175
193169B	Netplex® 14-Post w/ 3 Roofs (DB Only)		2221	20510
193169C	Netplex® 14-Post w/ 5 Roofs (DB Only)		2447	24050
193169D	Netplex® 14-Post w/ 7 Roofs (DB Only)		2757	27610
193168A	Netplex® 7-Post No Roof (DB Only)		930	8090
193168B	Netplex® 7-Post w/ 3 Roofs (DB Only)		1323	13425
128980B	PlayOdyssey® Octagonal Deck (DB Only) 48" Deck w/o Roof, w/Center Access		1715	18785
128980C	PlayOdyssey® Octagonal Deck (DB Only) 48" Deck w/o Roof, w/o Center Access		1565	17670
128980A	PlayOdyssey® Octagonal Deck (DB Only) 48" Deck w/Roof, w/Center Access		2043	24600
128980E	PlayOdyssey® Octagonal Deck (DB Only) 72" Deck w/o Roof, w/Center Access		1762	18940
128980F	PlayOdyssey® Octagonal Deck (DB Only) 72" Deck w/o Roof, w/o Center Access		1620	17815

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
128980D	PlayOdyssey® Octagonal Deck (DB Only) 72" Deck w/Roof, w/Center Access		2089	24760
193175B	Skyport™ Climber for Netplex™ 14-Post (DB Only)		764	36735
193175A	Skyport™ Climber for Netplex™ 7-Post (DB Only)		452	25420
271912B	Skyport™ Climber w/Alpine® Slide for NetPlex™ 13-Post (DB Only)		1195	42790
271912A	Skyport™ Climber w/Alpine® Slide for NetPlex™ 7-Post (DB Only)		923	31470
224088B	Skyport™ Climber w/Double Swoosh Slide® for Netplex™ 13-Post (DB Only)		1087	40775
224088A	Skyport™ Climber w/Double Swoosh Slide® for Netplex™ 7-Post (DB Only)		814	29460
193172A	Watermill™ Climber		193	5690
272371A	Zenith® Climber for 7 Post Netplex®		272	7010

PlayBooster® Decks

188857A	3-sided Extension		143	2420
122197A	90° Triangular Tenderdeck		66	1050
191032A	Curb	UPS	7	190
152912A	Curved Transfer Module (SteelX®) 32" Deck		198	3255
152912B	Curved Transfer Module (SteelX®) 40" Deck		235	3680
152912C	Curved Transfer Module (SteelX®) 48" Deck		269	3845
152911A	Curved Transfer Module 32" Deck		195	2895
184354A	Curved Transfer Module 32" Deck		210	3325
152911B	Curved Transfer Module 40" Deck		240	3365
184354B	Curved Transfer Module 40" Deck		284	3790
152911C	Curved Transfer Module 48" Deck		279	3550
184354C	Curved Transfer Module 48" Deck		344	3950
111607A	Deck Clamp Lowering Kit		1	66
154752A	Hex Deck w/Extension		472	5570
178710A	Hexagon Tenderdeck		285	3575
111525A	Kick Panel 24" Rise, 2-Color Permalene®	UPS	25	540
111525B	Kick Panel 32" Rise, 2-Color Permalene®	UPS	32	685
121948B	Kick Plate 16" Rise	UPS	23	235
121948A	Kick Plate 8" Rise	UPS	13	140
121949B	Kick Plate 90° Tri-Deck 16" Rise	UPS	33	290
121949A	Kick Plate 90° Tri-Deck 8" Rise	UPS	13	205
111230A	Square Corner		97	1150
111228A	Square Deck		118	1250
111229A	Square Extension		105	1195
112471A	Transfer Step		57	635
185852A	Transfer Step w/2 Handloops		77	1230
184418A	Tree Stump Transfer Module ¹		3026	8945
169321A	Tree Stump Transfer Module 48" Deck (DB Only) ¹		3700	8945
111231A	Triangular Tenderdeck		62	965
119646A	Triangular Tenderdeck Extension		51	940

¹ NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

PlayBooster® Posts

111404G	100" Aluminum Post for 24" Deck		26	355
111404S	100" Steel Post for 24" Deck		60	330
111405A	106" Aluminum Flush Post for 72" Deck		27	610
111405J	106" Steel Flush Post for 72" Deck		63	535
111404F	108" Aluminum Post for 32" Deck		28	360
111404R	108" Steel Post for 32" Deck		65	340
111403J	110" Aluminum Roof Post for Ground Level		26	375
111403T	110" Steel Roof Post for Ground Level		63	375
111406E	113" Arch for Ground Level		77	1570
111404E	116" Aluminum Post for 40" Deck		29	375
111404Q	116" Steel Post for 40" Deck		70	345
111403I	118" Aluminum Roof Post for 8" Deck		27	380
111403S	118" Steel Roof Post for 8" Deck		69	380
111404D	124" Aluminum Post for 48" Deck		30	435
111404P	124" Steel Post for 48" Deck		74	355
111403H	126" Aluminum Roof Post for 16" Deck		29	440

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
111403R	126" Steel Roof Post for 16" Deck		73	440
111404C	132" Aluminum Post for 56" Deck		31	450
111404O	132" Steel Post for 56" Deck		78	360
179595X	132" Steel Vibe® Roof Post for Ground Level		78	360
111403G	134" Aluminum Roof Post for 24" Deck		30	455
111403Q	134" Steel Roof Post for 24" Deck		77	455
111404B	140" Aluminum Post for 64" Deck		34	455
111406D	140" Arch for 32" Deck		86	1690
111404N	140" Steel Post for 64" Deck		83	375
179595W	140" Steel Vibe® Roof Post for 8" Deck		83	375
111403F	142" Aluminum Roof Post for 32" Deck		33	480
111403P	142" Steel Roof Post for 32" Deck		82	460
111404A	148" Aluminum Post for 72" Deck		36	480
111404M	148" Steel Post for 72" Deck		88	435
179595V	148" Steel Vibe® Roof Post for 16" Deck		88	435
111403E	150" Aluminum Roof Post for 40" Deck		34	485
111403O	150" Steel Roof Post for 40" Deck		87	480
111406C	154" Arch for 40"-48" Deck		91	1710
111404K	156" Aluminum Post for 80" Deck		37	540
111404W	156" Steel Post for 80" Deck		92	505
179595U	156" Steel Vibe® Roof Post for 24" Deck		93	505
111403D	158" Aluminum Roof Post for 48" Deck		36	505
111403N	158" Steel Roof Post for 48" Deck		91	485
111404L	164" Aluminum Post for 88" Deck		38	560
111404X	164" Steel Post for 88" Deck		96	525
179595T	164" Steel Vibe® Roof Post for 32" Deck		98	520
111403C	166" Aluminum Roof Post for 56" Deck		37	510
173880C	166" Steel CoolToppers® Wave Post		106	1080
111403M	166" Steel Roof Post for 56" Deck		96	500
111406B	170" Arch for 56"-64" Deck		97	1780
179595S	172" Steel Vibe® Roof Post for 40" Deck		103	535
111403B	174" Aluminum Roof Post for 64" Deck		39	535
111403L	174" Steel Roof Post for 64" Deck		100	505
111406A	178" Arch for 72" Deck		100	1850
179595R	180" Steel Vibe® Roof Post for 48" Deck		108	545
111403A	182" Aluminum Roof Post for 72" Deck		40	540
111404Z	182" Steel Post for 96" Deck (44" Bury)		105	565
111403K	182" Steel Roof Post for 72" Deck		104	510
179595Q	188" Steel Vibe® Roof Post for 56" Deck		113	555
111403U	190" Aluminum Roof Post for 80" Deck		42	555
173880B	190" Steel CoolToppers® Wave Post		119	1120
111403V	190" Steel Roof Post for 80" Deck		108	535
179595P	196" Steel Vibe® Roof Post for 64" Deck		118	565
154883E	201" Steel Post (60" Bury) For CoolToppers® Single Post Pyramid Roof (Ground-8" Deck) ¹		172	930
136689A	204" Steel CoolToppers® Full Sail Post for 48" Deck (60" Bury)		117	540
179595O	204" Steel Vibe® Roof Post for 72" Deck		123	585
136689B	212" Steel CoolToppers® Full Sail Post for 56" Deck (60" Bury)		120	545
179595N	212" Steel Vibe® Roof Post for 80" Deck		128	600
173880A	214" Steel CoolToppers® Wave Post		132	1150
136689C	220" Steel CoolToppers® Full Sail Post for 64"-72" Deck (60" Bury)		125	560
179595M	220" Steel Vibe® Roof Post for 88" Deck		133	615
154883D	221" Steel Post (60" Bury) For CoolToppers® Single Post Pyramid Roof (16"-24" Deck) ¹		188	955
154883C	233" Steel Post (60" Bury) For CoolToppers® Single Post Pyramid Roof (32"-40" Deck) ¹		200	1120
154883B	249" Steel Post (60" Bury) For CoolToppers® Single Post Pyramid Roof (48"-56" Deck) ¹		211	1145
154883A	265" Steel Post (60" Bury) For CoolToppers® Single Post Pyramid Roof (64"-72" Deck) ¹		222	1200
154883F	301" Steel Post (72" Bury) For CoolTopper® Single Post Pyramid Roof (96" Deck) ¹		253	1560
111405I	42" Aluminum Flush Post for 8" Deck		12	485
111405R	42" Steel Flush Post for 8" Deck		27	455
111405H	50" Aluminum Flush Post for 16" Deck		14	500
111405Q	50" Steel Flush Post for 16" Deck		31	460

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
111405G	58" Aluminum Flush Post for 24"Deck		16	505
111405P	58" Steel Flush Post for 24" Deck		36	480
111405F	66" Aluminum Flush Post for 32"Deck		18	525
111405O	66" Steel Flush Post for 32" Deck		40	485
111405E	74" Aluminum Flush Post for 40"Deck		19	540
111405N	74" Steel Flush Post for 40" Deck		46	500
111404J	76" Aluminum Post for Ground Level		19	315
111404V	76" Steel Post for Ground Level		47	295
111405D	82" Aluminum Flush Post for 48"Deck		21	545
111405M	82" Steel Flush Post for 48" Deck		50	505
111404I	84" Aluminum Post for 8" Deck		21	330
111404U	84" Steel Post for 8" Deck		51	305
111405C	90" Aluminum Flush Post for 56"Deck		23	560
111405L	90" Steel Flush Post for 56" Deck		54	510
111404H	92" Aluminum Post for 16" Deck		23	340
111404T	92" Steel Post for 16" Deck		56	315
111405B	98" Aluminum Flush Post for 64"Deck		26	585
111405K	98" Steel Flush Post for 64" Deck		59	525
176762I	Custom 118" Steel CoolToppers® Post for 8" Hex Deck (60" Bury)		69	375
176762H	Custom 126" Steel CoolToppers® Post for 16" Hex Deck (60" Bury)		73	435
176762G	Custom 134" Steel CoolToppers® Post for 24" Hex Deck (60" Bury)		77	450
176762F	Custom 142" Steel CoolToppers® Post for 32" Hex Deck (60" Bury)		82	455
176762E	Custom 150" Steel CoolToppers® Post for 40" Hex Deck (60" Bury)		87	465
176762D	Custom 158" Steel CoolToppers® Post for 48" Hex Deck (60" Bury)		91	485
176762C	Custom 166" Steel CoolToppers® Post for 56" Hex Deck (60" Bury)		96	500
176762B	Custom 174" Steel CoolToppers® Post for 64" Hex Deck (60" Bury)		100	505
176762A	Custom 182" Steel CoolToppers® Post for 72" Hex Deck (60" Bury)		104	510

¹ NOTE: The Post for CoolToppers® Single Post Pyramid Roof is constructed of steel and can be various heights to supply shade to your structure.

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
PlayShaper® Slides				
123339A	Curved Slide 40" Deck		82	1990
132155A	Double Slide 30"-32" Deck		114	2230
132155B	Double Slide 36"-48" Deck		132	2515
178768A	Double Swirl Slide 48" Deck		176	2755
178720A	Double Wave Slide 48" Deck		175	3300
111323A	El Slide 32" Deck		133	2840
205015A	Gemini Slide Hood Extension Kit	UPS	16	0
133426A	Gemini SlideWinder2® 30"-32" Deck		247	5255
133426B	Gemini SlideWinder2® 36"-40" Deck		273	6170
133426C	Gemini SlideWinder2® 48" Deck		327	6695
166076A	Infant Single Slide		62	1360
137967A	Lava Run Slide 30"-32" Deck		99	1865
133668A	Single Slide 36"-48" Deck		91	1905
205013A	Slidewinder Hood Extension Kit	UPS	8	0
132117A	SlideWinder2® 30"-32" Deck		153	2515
132117B	SlideWinder2® 36"-40" Deck		166	2830
132117C	SlideWinder2® 48" Deck		193	3175
143480A	SpyroSlide™ (56") 48" Deck		404	6905
190856A	Stainless Steel Double Slide 32"-40" Deck		135	6155
190856B	Stainless Steel Double Slide 48" Deck		154	6695
190854A	Stainless Steel Slide 32"-40" Deck		89	3050
190854B	Stainless Steel Slide 48" Deck		100	3315
128952A	Tunnel Slide 40" Deck ¹		159	2955

¹ NOTE: Additional weight and cost associated with each View Tube section.

PlayShaper® Climbers				
152432A	ABC Climber 32"-48" Deck		128	1990
135547A	Block Climber 32" Deck		152	2540
135547B	Block Climber 40" Deck		181	3050
143200A	Conical Climber™ 40" Deck		120	3925
132023A	Cozy Climber™ 32"-40" Deck		111	2965
132023B	Cozy Climber™ 48" Deck		120	3210
137966A	Critter Canyon 30"-32" Deck		102	1805
153021A	Deck Link w/Permalene® Barriers, 1 Step		84	1345
153021B	Deck Link w/Permalene® Barriers, 2 Steps		122	1615
237939A	Facet® Stepper w/Perm Handholds 16" Deck (DB Only) ¹		311	1580
237939B	Facet® Stepper w/Perm Handholds 24" Deck (DB Only) ¹		842	2995
237939C	Facet® Stepper w/Perm Handholds 32" Deck (DB Only) ¹		1523	4270
183195A	Log Stack Climber 48"Deck w/Wood-Grain Handholds		3630	18035
185861A	Log Stepper 16" Deck w/1 Recycled Wood-Grain Handhold		192	1475
185861B	Log Stepper 24" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop		468	3425
185861C	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		912	5465
185861D	Log Stepper 40 "Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		1730	7940
139262A	Loop Arch 32"-48" Deck		81	1615
111364A	Loop Ladder 40"-48" Deck		59	1135
153077A	Mini Summit Climber 40" (DB Only) and 48" Deck		88	1495
171567A	Mushroom Stepper w/Permalene® 16"Deck w/Permalene® Handhold		148	1505
171567B	Mushroom Stepper w/Permalene® 24"Deck w/Permalene® Handhold, 1 Handloop		279	2765
171567C	Mushroom Stepper w/Permalene® 32"Deck w/Permalene® Handhold, 1 Handloop and 1 Handrail		445	4500
171567D	Mushroom Stepper w/Permalene® 40"Deck w/Permalene® Handhold, 1 Handloop and 1 Handrail		622	6355
185863A	Mushroom Stepper w/Recycled Wood-Grain 16" Deck w/Recycled Wood-Grain Handhold		174	1755
185863B	Mushroom Stepper w/Recycled Wood-Grain 24" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop		317	3635
185863C	Mushroom Stepper w/Recycled Wood-Grain 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		482	5355

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
185863D	Mushroom Stepper w/Recycled Wood-Grain 40" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		660	7215
135346A	Pod Climber® 16" Deck		36	750
135346B	Pod Climber® 24" Deck		54	1345
135346C	Pod Climber® 32" Deck		83	1875
135346D	Pod Climber® 40" Deck		99	2285
119981A	Step Deck 16" Deck		69	955
111327A	Step Ladder 32" Deck		110	2205
111327B	Step Ladder 40" Deck		128	2310
111327C	Step Ladder 48" Deck		154	3365
160423A	The Peak™ Rock Climber 32"-40" Deck (DB Only) ²		3068	8485
160424A	The Stepper™ Rock Climber 24" Deck (DB Only)		1296	4370
139911A	Thunderhead™ Climber 48" Deck to Ground		540	7585
181114A	Wiggle Ladder 32" Deck	UPS	41	845
181114B	Wiggle Ladder 40" Deck	UPS	48	865
181114C	Wiggle Ladder 48" Deck	UPS	52	930
185862A	Wood Plank Wiggle Ladder 32"Deck		80	1750
185862B	Wood Plank Wiggle Ladder 40"Deck		86	1775
185862C	Wood Plank Wiggle Ladder 48"Deck		87	1820
185864A	Wood Plank Wiggle Ladder EN 32"Deck		80	1750
185864B	Wood Plank Wiggle Ladder EN 40"Deck		86	1775
185864C	Wood Plank Wiggle Ladder EN 48"Deck		87	1820

¹ NOTE: 4-week lead time required.

² NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

PlayShaper® Overhead Events

129967A	Horizontal Ladder 16" Deck		45	1150
129968A	Horizontal Ladder End Panel Order Posts Separately		21	360

PlayShaper® Bridges & Ramps

111348A	Arch Bridge		153	2605
131956A	Belt Bridge w/Permalene® Barriers		114	2005
116098A	Phase Kit	UPS	6	310
132828A	Ramp Deck to Deck w/Permalene® Barriers		426	5425
132844A	Ramp Deck to Ground w/Permalene® Barriers		426	5425
138405A	Ramp Exit Plate 16"-48" Deck-to-Ground	UPS	75	675
111413A	Ramp Exit Plate 8" Deck-to-Ground	UPS	75	675

PlayShaper® Tunnels

115409C	90° Crawl Tunnel		104	2720
136443A	Crawl Tunnel 6" Deck DB Only		83	1695
118098A	Crawl Tunnel w/Incline C-Shape, 16" Deck Difference		151	4395
118098B	Crawl Tunnel w/Incline S-Shape, 16" Deck Difference		151	4395
118097A	Crawl Tunnel w/o Incline C-Shape, 16" Deck Difference		153	4395
118097B	Crawl Tunnel w/o Incline S-Shape, 16" Deck Difference		153	4395
139268A	Offset Crawl Tunnel 8" Deck Height Difference		89	1780
128953A	Straight Crawl Tunnel 28" Long ¹		74	1945
128953B	Straight Crawl Tunnel 56" Long ¹		103	2540
118099A	Wire Crawl Tunnel		91	2460

¹ NOTE: Additional weight and cost associated with each View Tube section.

PlayShaper® Enclosures

NOTE: No panels below 32" decks.

139260A	Balcony Deck w/o Wheel		104	1495
139260B	Balcony Deck w/Wheel		111	1775
111300A	Ball Maze Panel	UPS	55	1390
111370B	Bead and Block Panel w/Handles	UPS	64	1445
111370A	Bead and Block Panel w/o Handles	UPS	56	1185
138299A	Bench w/1 End Panel Ground Level	UPS	25	545

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
138185A	Bench w/2 End Panels Ground Level	UPS	30	595
116120A	Benches (2) w/1 End Panel Each Ground Level	UPS	49	1105
111368A	Block Panel	UPS	34	1055
164093A	Bongo Panel®	UPS	43	1080
164147A	Bongo Reach Panel	UPS	27	1030
123845A	Braille and Clock Panel	UPS	41	1765
111282A	Bubble Panel	UPS	29	860
113211A	Chimes Panel		47	1620
177713A	Color Splash Panel™		52	3465
191016A	Curb		5	135
217913A	DigiFuse® Barrier Panel		31	1335
111288A	Driver Panel	UPS	47	915
111289A	Finger Maze Panel	UPS	40	755
173568A	Fun Mirror Panel Ground Level	UPS	53	2855
117147A	Gear Panel		112	2225
112997A	Geometric Panel w/Handles	UPS	38	955
112997B	Geometric Panel w/o Handles	UPS	34	750
111284A	Hole Panel	UPS	23	570
124333A	Hourglass Panel	UPS	51	1880
111299A	House Panel	UPS	30	670
127685A	Image Panel 176 Play Blocks	UPS	63	1560
173571A	Kaleidospin Panel™		74	3945
173572A	Marble Panel®		54	2745
127684A	Match 4 Panel	UPS	35	1135
111298A	Mirror Panel	UPS	41	1210
139266A	Navigator Reach Panel	UPS	26	760
173569A	Optigear Panel®		49	3945
118429A	Periscope Panel	UPS	55	1795
119515A	Pilot Panel	UPS	45	1210
111285A	Puppet Panel	UPS	27	570
111286A	Puppet Panel w/Window	UPS	32	800
177719A	Rain Sound Wheel Panel™		68	2520
173586A	Recycled Wood-Grain Lumber Panel		65	1505
159460A	Ring-a-Bell™ Panel	UPS	41	1570
164149A	Ring-a-Bell™ Reach Panel	UPS	24	1115
164146A	Rock-n-Ring® Panel	UPS	52	1910
111297A	Sand and Water Panel	UPS	76	1560
188836A	Sign Language Panel		33	930
111387A	Slant Entrance Panel	UPS	52	1185
111281A	Slant Window Panel	UPS	49	1500
123484A	Space Travel Panel		50	1570
144984A	Storefront Panel	UPS	20	510
111292A	Table Panel	UPS	62	1335
111293A	Tic-Tac-Toe Panel	UPS	45	1570
111290A	Tracing Panel	UPS	33	765
139264A	Trail Tracker® Reach Panel	UPS	14	535
111301A	Tunnel Panel	UPS	75	1695
117945A	Wire Barrier 90° Tri-Deck w/o Wheel		44	845
117945B	Wire Barrier 90° Tri-Deck w/Wheel		50	1115
117946A	Wire Barrier w/o Wheel Above Deck	UPS	34	595
117946C	Wire Barrier w/o Wheel Ground Level	UPS	34	595
117946B	Wire Barrier w/Wheel Above Deck	UPS	40	860
117946D	Wire Barrier w/Wheel Ground Level	UPS	40	860
173570A	Xylofun Panel®		48	2910
111287A	Zoo Panel	UPS	25	570

PlayShaper® Motion & More Fun

139272A	Chinning Bar	UPS	7	125
119977A	Handloop	UPS	7	225
115198G	Talk Tube 12" Deck, Order Posts Separately ¹		13	585
115198B	Talk Tube 16" Deck, Order Posts Separately ¹		13	585
115198H	Talk Tube 18" Deck, Order Posts Separately ¹		14	585
115198C	Talk Tube 24" Deck, Order Posts Separately ¹		14	595
115198I	Talk Tube 30" Deck, Order Posts Separately ¹		15	610
115198D	Talk Tube 32" Deck, Order Posts Separately ¹		15	610

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
115198J	Talk Tube 36" Deck, Order Posts Separately ¹		16	610
115198E	Talk Tube 40" Deck, Order Posts Separately ¹		16	620
111362A	Talk Tube 40" Tubing Kit	UPS	15	255
115198F	Talk Tube 48" Deck, Order Posts Separately ¹		17	630
115198K	Talk Tube 8" Deck, Order Posts Separately ¹		12	570
115198A	Talk Tube, Ground Level ¹		12	565
111306B	Wheel w/Infill	UPS	8	345
111306A	Wheel w/o Infill	UPS	6	285

¹ NOTE: Order one Talk Tube Tubing Kit with two Talk Tubes; combine any height listed.

PlayShaper® Roofs

111407A	Arch Roof		52	845
211191C	Recycled Tree House Roof w/o Stack and w/"Kids Only" sign		291	3925
211191D	Recycled Tree House Roof w/o Stack and w/o "Kids Only" sign		291	3790
211191A	Recycled Tree House Roof w/Stack and w/"Kids Only" sign		302	4230
211191B	Recycled Tree House Roof w/Stack and w/o "Kids Only" sign		302	4095
179229A	Square Peak Tile Roof w/Logo Panels ¹		105	1765
179229B	Square Peak Tile Roof w/o Logo Panels ¹		93	1620
179225A	Square Poly Roof w/Logo Panels ¹		112	1570
179225B	Square Poly Roof w/o Logo Panels ¹		99	1435
179239A	Super Square Shingle Roof w/Permalene® Roof Cap		204	3900
179239B	Super Square Shingle Roof w/Poly Roof Cap		210	4550

¹ NOTE: Free customized text on roof; limit approximately 15 characters including spaces. Validate customized text in design tools.

PlayShaper® Decks

117495A	90° Triangular Deck		59	765
191017A	Curb	UPS	7	190
153020A	Curved Transfer Module 32" Deck		189	2625
153020B	Curved Transfer Module 40" Deck		234	3075
153020C	Curved Transfer Module 48" Deck		272	3255
179349B	Kick Plate 16" Rise	UPS	23	235
179349A	Kick Plate 8" Rise	UPS	13	140
179362B	Kick Plate 90° Tri-Deck 16" Rise	UPS	33	290
179362A	Kick Plate 90° Tri-Deck 8" Rise	UPS	13	205
111238A	Square Corner		92	885
111237A	Square Deck		102	950
111239A	Square Extension		97	930
173585A	Tree Stump Transfer Module 32"Deck (DB Only) ¹		2875	7325
173585B	Tree Stump Transfer Module 40"Deck (DB Only) ¹		2932	7750
173585C	Tree Stump Transfer Module 48"Deck (DB Only) ¹		2981	7930

¹ NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

PlayShaper® Posts

113888F	10" Flush Post for 8" Deck 2" SM		5	345
111396L	101" Roof Post for 12" Deck		22	355
111397N	102" Post for 36" Deck		21	355
113886B	105" Post For Roof for 48" Deck 2" SM		24	505
111396F	105" Roof Post for 16" Deck		20	340
111397C	106" Post for 40" Deck and SlideWinder2® off 32" Deck		21	355
111396K	107" Roof Post for 18" Deck		20	345
111397P	108" Post for 42" Deck		23	355
113886A	113" Post For Roof for 56" Deck 2" SM		25	520
111396E	113" Roof Post for 24" Deck		23	355
111397B	114" Post for 48" Deck and SlideWinder2® off 40" Deck		23	360
111396M	119" Roof Post for 30" Deck		24	360
111396D	121" Roof Post for 32" Deck		24	360
111396N	125" Roof Post for 36" Deck		25	375
111397A	128" Post for SpyroSlide and SlideWinder2® off 48" Deck		25	435
111396C	129" Roof Post for 40" Deck		25	375

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
111396P	131" Roof Post for 42" Deck		26	380
111396B	137" Roof Post for 48" Deck		27	435
111396A	145" Roof Post for SpyroSlide off 48" Deck		28	450
113888E	18" Flush Post for 16" Deck 2" SM		6	355
113888D	26" Flush Post for 24" Deck 2" SM		8	360
113888C	34" Flush Post for 32" Deck 2" SM		9	375
113885H	37" Post for Ground Level 2" SM		11	360
111398G	40" Flush Post for 6" Deck		9	295
113885J	40" Post for 6" Deck 2" SM		13	375
113888B	42" Flush Post for 40" Deck 2" SM		10	435
111398F	42" Flush Post for 8" Deck		10	295
113885G	42" Post for 8" Deck 2" SM		11	375
111398H	46" Flush Post for 12" Deck		10	305
113885K	46" Post for 12" Deck 2" SM		14	435
111398E	50" Flush Post for 16" Deck		11	305
113888A	50" Flush Post for 48" Deck 2" SM		12	450
113885F	50" Post for 16" Deck 2" SM		14	435
111398I	52" Flush Post for 18" Deck		11	310
113885L	52" Post for 18" Deck 2" SM		15	450
113886H	57" Post For Roof for Ground Level Deck 2" SM		15	375
111398D	58" Flush Post for 24" Deck		13	310
113885E	58" Post for 24" Deck 2" SM		15	450
113886J	63" Post For Roof for 6" Deck 2" SM		16	435
111398J	64" Flush Post for 30" Deck		13	315
113885M	64" Post for 30" Deck 2" SM		17	455
113886G	65" Post For Roof for 8" Deck 2" SM		16	435
111398C	66" Flush Post for 32" Deck		14	315
113885D	66" Post for 32" Deck 2" SM		16	455
111397H	69" Post for Ground Level		14	310
113886L	69" Post For Roof for 12" Deck 2" SM		17	440
111398K	70" Flush Post for 36" Deck		14	330
113885N	70" Post for 36" Deck 2" SM		18	465
111397J	72" Post for 6" Deck		16	315
113886F	73" Post For Roof for 16" Deck 2" SM		18	450
111398B	74" Flush Post for 40" Deck		15	330
113885C	74" Post for 40" Deck 2" SM		18	465
111397G	74" Post for 8" Deck		15	315
113886K	75" Post For Roof for 18" Deck 2" SM		18	450
113885P	76" Post for 42" Deck 2" SM		20	465
111397K	78" Post for 12" Deck		17	330
113886E	81" Post For Roof for 24" Deck 2" SM		19	465
111398A	82" Flush Post for 48" Deck		17	340
111397F	82" Post for 16" Deck		15	330
113885B	82" Post for 48" Deck 2" SM		20	480
111397L	84" Post for 18" Deck		18	340
113886M	87" Post For Roof for 30" Deck 2" SM		21	480
113886D	89" Post For Roof for 32" Deck 2" SM		21	480
111396H	89" Roof Post for Ground Level		18	315
111397E	90" Post for 24" Deck		18	340
113886N	93" Post For Roof for 36" Deck 2" SM		22	490
111396J	95" Roof Post for 6" Deck		20	330
111397M	96" Post for 30" Deck		20	345
113885A	96" Post for 56" Deck 2" SM		22	505
113886C	97" Post For Roof for 40" Deck 2" SM		23	490
111396G	97" Roof Post for 8" Deck		19	330
111397D	98" Post for 32" Deck		19	345
113886P	99" Post For Roof for 42" Deck 2" SM		23	490
111399F	Arch for 16" Deck		77	1620
111399E	Arch for 24" Deck		80	1635
111399D	Arch for 32" Deck		82	1655
111399C	Arch for 40" Deck		86	1690
111399B	Arch for 48" Deck		89	1710
111399A	Arch for 56" Deck		91	1755
111399G	Arch for 8" Deck		74	1605
111399H	Arch for Ground Level		72	1575

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
Evos® Slides & Gliders				
201035A	Eclipse® Rush™ Slide (DB Only)		262	5595
201041A	Eclipse® Rushwinder (DB Only)		327	6130
201038A	Eclipse® Surf Slide (DB Only)		380	5845
201040A	Eclipse® Surf Stainless Steel Slide (DB Only)		369	7040
156465A	Hang Glider® (DB Only)		159	3190
182865A	Rush™ Slide		264	5595
189312A	Rushwinder		313	6130
182181A	Stainless Steel Surf Slide		349	7040
182180A	Surf Slide		371	5845
Evos® Climbers				
179222A	Belt-Zone™ Climber		191	11710
156449A	Helix Net® Climber (DB Only)		165	8005
156448A	O-Zone® Climber		186	11710
156462A	Ring Tangle® Climber (DB Only)		198	4010
Evos® Overhead Events				
156457A	ArcOver® Ladder (DB Only)		150	3380
156463A	Bow Ladder®		143	3765
165533A	Bow Ladder® Connector w/2 E-Pod® Steps		181	4095
160254A	Overhead Trekker™ Ladder (DB Only)		122	2575
Evos® Bridges				
156450A	Swiggle Stix® Bridge (DB Only)		151	7470
Evos® Motion & More Fun				
160209A	Accessible Power Lifter™ Chinning Bar (DB Only)		109	2285
202822A	Blender™ Spinner w/Steel Posts (DB Only)		252	3765
156453A	Chatter Noodle® Talk Tubes (DB Only)		52	2660
156467A	Cycler w/1 E-Pod™ Step (DB Only)	UPS	48	1800
156454A	E-Pod® Step		11	375
202823A	Gyro Twister® Spinner w/Steel Posts (DB Only)		253	3060
156959A	Noodle Pod® Step 36" Noodle Post w/1 E-Pod® Step (DB Only)		28	1320
156959B	Noodle Pod® Step 54" Noodle Post w/1 E-Pod® Step (DB Only)		32	1330
156959C	Noodle Pod® Step 72" Noodle Post w/1 E-Pod® Step (DB Only)		36	1335
164156A	Noodle Pod® Steps (2) 54" Noodle Post w/2 E-Pod® Steps (DB Only)		43	1735
164156B	Noodle Pod® Steps (2) 72" Noodle Post w/2 E-Pod® Steps (DB Only)		47	1755
161774A	Noodle Post		25	915
160208A	Power Lifter™ Chinning Bar (DB Only)		97	1775
202821A	Power Lifter™ Chinning Bar w/o Post	UPS	16	945
202824A	Sol Spinner™ w/Steel Posts (DB Only)		276	3550
111362A	Talk Tube 40' Tubing Kit	UPS	15	255
160210A	TwirlWind™ Turning Bar (DB Only)		109	2285
156452A	Wobble Pod® Bouncer (DB Only)		122	1865
Evos® Accessible Reach Panels				
164095A	Bongo Reach Panel		37	1090
161777A	Chimes Reach Panel		31	1565
161780A	Image Reach Panel 75 Play Blocks		53	1120
161776A	Match 3 Reach Panel		24	1000
161779A	Navigator Reach Panel		28	845
161775A	Periscope Reach Panel		46	1905
164150A	Ring-a-Bell™ Reach Panel		31	1195
161778A	Trail Tracker® Reach Panel		19	570
Evos® Mainstructures				
171626A	1-Arch w/2 Attach Points (DB Only)		590	16930
171627A	1-Arch w/3 Attach Points (DB Only)		670	17910

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
171628A	1-Arch w/4 Attach Points (DB Only)		750	18930
179182A	2-Arch (DB Only)		715	20655
179186A	2-Arch w/3 Attach Points (DB Only)		735	13100
179188A	2-Arch w/3-5 Attach Points (DB Only)		815	14105
179187A	2-Arch w/4 Attach Points (DB Only)		895	15100
179184A	3-Arch (DB Only)		1048	24815
179183A	3-Arch Small (DB Only)		986	24285
179185A	4-Arch (DB Only)		1318	28435
160359A	Additional Arches #3 and #4 Only (DB Only)		560	7785
160358A	Additional Large Arch #4 Only (DB Only)		312	4155
156545A	Additional Small Arch #3 Only (DB Only)		248	3635
258228A	Eclipse® Net Plus w/2-4 Attach Points (DB Only)		1082	32960
258230A	Eclipse® Net Plus w/3-5 Attach Points (DB Only)		1084	34400
258231A	Eclipse® Net Plus w/4-6 Attach Points (DB Only)		1215	35835

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
Weevos® Motion & More Fun				
173576B	Alphamaze and Labyrinth Panel™ 2" Surface Mount		64	2010
173576A	Alphamaze and Labyrinth Panel™ Direct Bury		64	1910
173715B	Bongo and Alphamaze Panel™ 2" Surface Mount		90	2650
173715A	Bongo and Alphamaze Panel™ Direct Bury		90	2560
173583B	Bongo and Xylofun Panel™ 2" Surface Mount		108	4845
173583A	Bongo and Xylofun Panel™ Direct Bury		108	4735
173584B	Bongo Panel® 2" Surface Mount		79	2560
173584A	Bongo Panel® Direct Bury		79	2500
164177A	Chitter Chatter Noodle® Talk Tube Kit		83	2390
177714B	Color Splash Panel™ 2" Surface Mount		84	4225
177714A	Color Splash Panel™ Direct Bury		84	4135
173577B	Fun Mirror Panel® 2" Surface Mount		92	4150
173577A	Fun Mirror Panel® Direct Bury		92	4065
173582B	Imagination Table™ 2" Surface Mount		65	2240
173582A	Imagination Table™ Direct Bury		64	2135
173580B	Kaleidospin Panel® 2" Surface Mount		89	5040
173580A	Kaleidospin Panel® Direct Bury		89	4945
173581B	Marble Panel® 2" Surface Mount		82	3555
173581A	Marble Panel® Direct Bury		82	3450
173578B	Optigear Panel® 2" Surface Mount		90	5040
173578A	Optigear Panel® Direct Bury		90	4945
177720B	Rain Sound Wheel Panel™ 2" Surface Mount		102	4025
177720A	Rain Sound Wheel Panel™ Direct Bury		102	3925
164173B	Twirly Bar 2" Surface Mount		19	800
164173A	Twirly Bar Direct Bury		23	720
173716B	Xylofun and Alphamaze Panel™ 2" Surface Mount		93	4150
173716A	Xylofun and Alphamaze Panel™ Direct Bury		93	4065
173579B	Xylofun Panel® 2" Surface Mount		80	4035
173579A	Xylofun Panel® Direct Bury		79	3945
Weevos® Climbers				
164171B	Giggle Jiggler® Climber 2" Surface Mount		124	4860
164171A	Giggle Jiggler® Climber Direct Bury		140	4530
173573B	Wee Planet™ Climber 2" Surface Mount		127	3585
173573A	Wee Planet™ Climber Direct Bury		130	3315
164172B	Wee Pod® Climber 2" Surface Mount		53	1650
164172A	Wee Pod® Climber Direct Bury		57	1570
Weevos® Slides				
164174B	Cozy Coaster® Slide w/Handrail, 2" Surface Mount		349	8575
164174A	Cozy Coaster® Slide w/Handrail, Direct Bury		373	8075
Weevos® Bridges				
164178B	Boppity Bridge® 2" Surface Mount		225	8105
164178A	Boppity Bridge® Direct Bury		249	7600
173575B	Swiggly Stix™ Bridge 2" Surface Mount		99	6355
173575A	Swiggly Stix™ Bridge Direct Bury		126	5790
Weevos® Tunnels				
173574B	Wee Crawl® Tunnel 2" Surface Mount		120	4340
173574A	Wee Crawl® Tunnel Direct Bury		134	4065
Weevos® Mainstructures				
164343A	2-Arch (DB Only)		285	2625
164170A	3-Arch (DB Only)		448	4035

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
Smart Play® Ages 6-23 Mths				
223856B	Nook 2" Surface Mount		746	9220
223856A	Nook Direct Bury		817	9230
Smart Play® Ages 2-5 Yrs				
021021A	Breeze™ DB Only (Colorable)		3080	37620
021022A	Breeze™ DB Only (Pre-Colored) ¹		3080	37620
233083B	Centre 2" Surface Mount		4334	60210
233083A	Centre Direct Bury		4511	58280
237305B	Centre EN 2" Surface Mount		4306	60210
237305A	Centre EN Direct Bury		4463	58280
205160B	Cube 2" Surface Mount		1131	18900
205160A	Cube Direct Bury		1185	18250
233081B	Fire Station + Market Cafe 2" Surface Mount		2967	41050
233081A	Fire Station + Market Cafe Direct Bury		3193	39775
237304B	Fire Station + Market Cafe EN 2" Surface Mount		3012	41050
237304A	Fire Station + Market Cafe EN Direct Bury		3150	39775
233073B	Fire Station 2" Surface Mount		1876	21910
233073A	Fire Station Direct Bury		1987	21270
238233B	Fire Station EN 2" Surface Mount		1844	21910
238233A	Fire Station EN Direct Bury		1943	21270
233077B	Loft + Fire Station 2" Surface Mount		3132	41050
233077A	Loft + Fire Station Direct Bury		3287	39775
237302B	Loft + Fire Station EN 2" Surface Mount		3100	41050
237302A	Loft + Fire Station EN Direct Bury		3244	39775
233079B	Loft + Market Cafe 2" Surface Mount		2929	41050
233079A	Loft + Market Cafe Direct Bury		3071	39775
237303B	Loft + Market Cafe EN 2" Surface Mount		2926	41050
237303A	Loft + Market Cafe EN Direct Bury		3067	39775
223857B	Loft 2" Surface Mount		1888	21910
223857A	Loft Direct Bury		1925	21270
233075B	Market Cafe 2" Surface Mount		1708	21910
233075A	Market Cafe Direct Bury		1821	21270
238356B	Market Cafe EN 2" Surface Mount		1680	21910
238356A	Market Cafe EN Direct Bury		1778	21270
197057D	Motion w/Play Table 2" Surface Mount		950	22005
197057C	Motion w/Play Table Direct Bury		1100	20805
197057B	Motion w/Sand Table 2" Surface Mount		950	22005
197057A	Motion w/Sand Table Direct Bury		1100	20805
021770A	Sprig™ DB Only ¹		2257	31335

¹ NOTE: 4-week lead time required.

Smart Play® Ages 5-12 Yrs				
298814A	Summit™ DB Only (Colorable)		7015	71655
290658A	Summit™ DB Only (Pre-Colored)		7015	71655
298816A	Summit™ EN DB Only (Colorable)		7055	72995
298815A	Summit™ EN DB Only (Pre-Colored)		7055	72995
228068A	Venti® HDG w/Steel Posts ¹		4774	56090
210739A	Venti® w/Aluminum Posts		3770	49545
210739B	Venti® w/Steel Posts		4435	48760

¹ NOTE: 4-week lead time required.

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
Hedra® Ages 2-5 Yrs				
265929C	Hedra® Scout with Perf and Bamboo Panels		3530	71875
265929D	Hedra® Scout with Perf and Perf Panels		3520	65340
265929A	Hedra® Scout with Polycarbonate and Bamboo Panels		3580	78410
265929B	Hedra® Scout with Polycarbonate and Perf Panels		3570	71875
Hedra® Ages 5-12 Yrs				
270239K	Hedra® EN w/SlideWinder2® Right, Perf, Bamboo Panels		6045	98010
270239L	Hedra® EN w/SlideWinder2® Right, Perf, Perf Panels		6050	91475
270239I	Hedra® EN w/SlideWinder2® Right, Polycarbonate Bamboo Panels		6115	104550
270239J	Hedra® EN w/SlideWinder2® Right, Polycarbonate, Perf Panels		6125	98010
265928C	Hedra® w/Alpine® Slide, Perf, Bamboo Panels		6105	98010
265928D	Hedra® w/Alpine® Slide, Perf, Perf Panels		6115	91475
265928A	Hedra® w/Alpine® Slide, Polycarbonate Bamboo Panels		6175	104550
265928B	Hedra® w/Alpine® Slide, Polycarbonate Perf Panels		6185	98010
265928G	Hedra® w/SlideWinder2® Left, Perf, Bamboo Panels		6045	98010
265928H	Hedra® w/SlideWinder2® Left, Perf, Perf Panels		6050	91475
265928E	Hedra® w/SlideWinder2® Left, Polycarbonate Bamboo Panels		6115	104550
265928F	Hedra® w/SlideWinder2® Left, Polycarbonate Perf Panels		6125	98010
265928K	Hedra® w/SlideWinder2® Right, Perf, Bamboo Panels		6045	98010
265928L	Hedra® w/SlideWinder2® Right, Perf, Perf Panels		6050	91475
265928I	Hedra® w/SlideWinder2® Right, Polycarbonate Bamboo Panels		6115	104550
265928J	Hedra® w/SlideWinder2® Right, Polycarbonate, Perf Panels		6125	98010

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
Freestanding Play Climbers				
168364A	AdventureScapes® Design 1 (DB Only) ^{1,2}		2970	20710
168365A	AdventureScapes® Design 2 (DB Only) ^{1,2}		5880	37355
168366A	AdventureScapes® Design 3 (DB Only) ^{1,2}		4410	37630
168367A	AdventureScapes® Design 4 (DB Only) ^{2,1}		7330	54565
168368A	AdventureScapes® Design 5 (DB Only) ^{1,2}		10220	67770
168369A	AdventureScapes® Design 6 (DB Only) ^{1,2}		8760	71195
168370A	AdventureScapes® Design 7 (DB Only) ^{1,2}		11670	84955
168371A	AdventureScapes® Design 8 (DB Only) ^{1,2}		11690	88115
169105A	AdventureScapes® Design 9 (DB Only) ^{1,2}		16020	118540
117966B	Block Climber 12 Blocks		193	3870
117966C	Block Climber 16 Blocks		251	4765
117966A	Block Climber 9 Blocks		159	3380
150977A	Cascade Climber 4-Panel (DB Only)		382	4215
150976A	Cascade Climber 6-Panel (DB Only)		554	6355
153354A	Climbing Wall Aluminum Posts		172	2620
153354B	Climbing Wall Steel Posts		266	2460
254562A	Eclipse Seat	UPS	7	185
249010A	Eclipse® Net Climber DB Only		950	28155
237103A	Facet® Stepper 14" (DB Only) ³		311	1210
237104A	Facet® Stepper 22" (DB Only) ³		842	2615
237105A	Facet® Stepper 28" (DB Only) ³		1523	3890
144477C	Funnel Climber™ w/1 Vertical Ladder, Aluminum Posts		373	8890
144477H	Funnel Climber™ w/1 Vertical Ladder, Steel Posts		570	8440
144477A	Funnel Climber™ w/2 Vertical Ladders, Aluminum Posts		415	10315
144477F	Funnel Climber™ w/2 Vertical Ladders, Steel Posts		694	9775
144477D	Funnel Climber™ w/3 Vertical Ladders, Aluminum Posts		489	11740
144477I	Funnel Climber™ w/3 Vertical Ladders, Steel Posts		818	11110
144477E	Funnel Climber™ w/4 Vertical Ladders, Aluminum Posts		566	13165
144477J	Funnel Climber™ w/4 Vertical Ladders, Steel Posts		942	12445
144477B	Funnel Climber™ w/o Vertical Ladders, Aluminum Posts		258	7465
144477G	Funnel Climber™ w/o Vertical Ladders, Steel Posts		446	7105
219510A	GeoPlex® Climbing Wall Aluminum Posts		325	6420
219510B	GeoPlex® Climbing Wall Steel Posts		495	6255
156435A	Hemisphere Climber® (DB Only)		432	14905
100037A	Humpty Climber Double (DB Only)		308	3540
100037B	Humpty Climber Single (DB Only)		154	1850
201993A	JigJag Climber, Double Aluminum Posts (DB Only)		334	4400
201993B	JigJag Climber, Double Steel Posts (DB Only)		451	4275
201889A	JigJag Climber, Single Aluminum Posts (DB Only)		187	2560
201889B	JigJag Climber, Single Steel Posts (DB Only)		274	2485
173908A	Log Stepper 18" (DB Only)		244	1190
173909A	Log Stepper 28" (DB Only)		426	1805
173907A	Log Stepper 8" (DB Only)		156	865
249012A	Lunar Blast® Net Climber (DB Only)		1400	32000
254560A	Lunar Blast® Seat	UPS	11	230
248945A	Lunar Burst® Net Climber (DB Only)		1320	25465
254559A	Lunar Burst® Seat	UPS	7	210
150638A	Mobius® Climber 12-Panel (DB Only)		1404	40030
150635A	Mobius® Climber 3-Panel (DB Only)		290	9515
150636A	Mobius® Climber 6-Panel (DB Only)		609	19140
150637A	Mobius® Climber 7-Panel (DB Only)		667	21375
171569A	Mushroom Stepper 10" (DB Only)		127	1145
171570A	Mushroom Stepper 16" (DB Only)		127	1145
171571A	Mushroom Stepper 20" (DB Only)		151	1505
171572A	Mushroom Stepper 24" (DB Only)		151	1505
171573A	Mushroom Stepper 30" (DB Only)		178	1865
171568A	Mushroom Stepper 8" (DB Only)		127	1145
158108A	Noodle Pod® Step 36" Noodle Post w/1 E-Pod® Step (DB Only)		28	1320
158108B	Noodle Pod® Step 54" Noodle Post w/1 E-Pod® Step (DB Only)		32	1330
158108C	Noodle Pod® Step 72" Noodle Post w/1 E-Pod® Step (DB Only)		36	1335
164157A	Noodle Pod® Steps (2) 54" Noodle Post w/2 E-Pod® Steps (DB Only)		43	1735
164157B	Noodle Pod® Steps (2) 72" Noodle Post w/2 E-Pod® Steps (DB Only)		47	1755

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
158997A	Pod Climber™ 10"	UPS	13	340
158998A	Pod Climber™ 20"	UPS	15	355
120711A	Pod Climber® 16"	UPS	14	345
120712A	Pod Climber® 24"	UPS	15	355
120713A	Pod Climber® 30"	UPS	16	360
120710A	Pod Climber® 8"	UPS	12	340
100038A	Rainbow Climber 4' High (DB Only)		72	1340
100038B	Rainbow Climber 6' High (DB Only)		109	1500
146813A	Sky Rail Climber (DB Only)		221	4690
235755A	Spider Web Climber (DB Only)		136	3310
148041A	Star Seeker Climber (DB Only)		398	11175
158426B	Starburst™ Climber Double (DB Only)		265	4115
158426D	Starburst™ Climber Quadruple (DB Only)		442	7825
158426A	Starburst™ Climber Single (DB Only)		179	2345
158426C	Starburst™ Climber Triple (DB Only)		361	6285
160418A	The Peak™ Rock Climber ²		3045	7815
156065A	The Pinnacle™ Rock Climber ²		4000	25905
156067A	The Pointe™ Rock Climber ²		2750	14490
160419A	The Stepper™ Rock Climber (DB Only)		1150	3905
100040A	Vertical Pipe Climber 4' High (DB Only)		50	955
100040B	Vertical Pipe Climber 6' High (DB Only)		66	1065
200677B	Wee Planet™ Climber 2" Surface Mount		124	3280
200677A	Wee Planet™ Climber Direct Bury		127	2995

¹ NOTE: AdventureScapes® designs are able to connect to a 40" deck.

² NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

³ NOTE: 4-week lead time required.

Freestanding Play Sensory Play

184874A	90° Crawl Tunnel (LW-1) ¹	104	2720
168102A	Alphamaze and Labyrinth Panel™ ²	18	670
168989A	Bongo and Alphamaze Panel™ ²	44	1320
168666A	Bongo and Xylofun Panel™ ²	55	3480
168107A	Bongo Panel® ²	33	1210
158106A	Chatter Noodle® Talk Tube (DB Only)	52	2660
112621A	Clear Paint Panel 2" Surface Mount	68	940
112621B	Clear Paint Panel Direct Bury	76	760
177715A	Color Splash Panel™ ²	38	2805
168099B	Cozy Dome® 2" Surface Mount	197	5260
168099A	Cozy Dome® Direct Bury	247	5395
184884A	Crawl Tunnel 28" Long (LW-1) ^{3,1}	74	1945
184884B	Crawl Tunnel 56" Long (LW-1) ^{3,1}	103	2540
100005C	Crawl Tunnel 90 Curved, 2" SM	67	2415
100005D	Crawl Tunnel 90 Curved, DB	92	2685
100005B	Crawl Tunnel Straight, 2" SM	48	1780
100005A	Crawl Tunnel Straight, DB	72	2040
136233A	Elevated Sand Table Aluminum Posts and DB Only	175	3625
136233B	Elevated Sand Table Steel Posts and DB Only	259	3560
237935A	Facet® Crawl Tunnel (DB Only) ⁴	3458	6575
237936A	Facet® Crawl Tunnel w/1 or 2 Steppers (DB Only) ⁴	3769	7780
170793A	Fossil Digs Dino Eggs	235	735
170792A	Fossil Digs Sea Shells	235	805
170791A	Fossil Digs T-Rex Bones	230	735
168103A	Fun Mirror Panel® ²	46	2820
168105A	Imagination Table™ ²	20	870
175950B	Infant Balance Bar 2"SM	28	1335
175950A	Infant Balance Bar DB	42	1080
168108A	Kaleidospin Panel® ²	53	3680
173594A	Log Crawl Tunnel (DB Only)	2010	7740
168662A	Marble Panel® ²	36	2215
168104A	Optigear Panel® ²	41	3680
188079A	Pulse® Ground-Mounted Enclosure	57	1225
186568B	Pulse® Table Tennis Direct Bury	382	25770
186568A	Pulse® Table Tennis Surface Mount	368	25780
186569B	Pulse® Tempo Direct Bury	263	21125

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
186569A	Pulse® Tempo Surface Mount		231	21135
186567B	Pulse® Tennis Direct Bury		340	25770
186567A	Pulse® Tennis Surface Mount		297	25780
177721A	Rain Sound Wheel Panel™ 2		56	2580
214438A	Rhapsody® Animato® Metallophone Direct Bury		251	5685
214438B	Rhapsody® Animato® Metallophone Surface Mount		238	5845
250340A	Rhapsody® Cascata® Bells Direct Bury		73	4860
250340B	Rhapsody® Cascata® Bells Surface Mount		57	4580
228212A	Rhapsody® Ditty® Metallophone Direct Bury		127	3875
228212B	Rhapsody® Ditty® Metallophone Surface Mount		120	3705
214443A	Rhapsody® Goblet Drum Direct Bury		59	1785
228215A	Rhapsody® Goblet Drum Junior Direct Bury		55	1715
228215B	Rhapsody® Goblet Drum Junior Surface Mount		49	1795
214443B	Rhapsody® Goblet Drum Surface Mount		53	1870
214442A	Rhapsody® Grandioso® Chimes Direct Bury		424	8390
214442B	Rhapsody® Grandioso® Chimes Surface Mount		361	7805
228213A	Rhapsody® Jingle® Metallophone Direct Bury		131	3975
228213B	Rhapsody® Jingle® Metallophone Surface Mount		123	3815
214445A	Rhapsody® Kettle Drum Direct Bury		65	1785
228217A	Rhapsody® Kettle Drum Junior Direct Bury	UPS	62	1715
228217B	Rhapsody® Kettle Drum Junior Surface Mount	UPS	56	1795
214445B	Rhapsody® Kettle Drum Surface Mount		59	1870
214444A	Rhapsody® Kundu Drum Direct Bury		54	1785
228218A	Rhapsody® Kundu Drum Junior Direct Bury	UPS	52	1715
228218B	Rhapsody® Kundu Drum Junior Surface Mount	UPS	46	1795
214444B	Rhapsody® Kundu Drum Surface Mount		49	1870
253114A	Rhapsody® Tongue Drum Direct Bury		41	3355
250341A	Rhapsody® Tongue Drum Junior Direct Bury		36	3290
250341B	Rhapsody® Tongue Drum Junior Surface Mount		46	3370
250341C	Rhapsody® Tongue Drum Junior w/o Mallet		35	2750
250341D	Rhapsody® Tongue Drum Junior w/o Mallet		43	2830
253114B	Rhapsody® Tongue Drum Surface Mount		48	3430
253114C	Rhapsody® Tongue Drum w/o Mallet Direct Bury		38	2820
253114D	Rhapsody® Tongue Drum w/o Mallet Surface Mount		46	2895
252557A	Rhapsody® Vibra® Chime 1 Direct Bury		47	1270
252557B	Rhapsody® Vibra® Chime 1 Surface Mount		59	1305
252556A	Rhapsody® Vibra® Chime 2 Direct Bury		48	1270
252556B	Rhapsody® Vibra® Chime 2 Surface Mount		60	1305
252555A	Rhapsody® Vibra® Chime 3 Direct Bury		50	1270
252555B	Rhapsody® Vibra® Chime 3 Surface Mount		62	1305
252554A	Rhapsody® Vibra® Chime 4 Direct Bury		51	1270
252554B	Rhapsody® Vibra® Chime 4 Surface Mount		63	1305
252553A	Rhapsody® Vibra® Chime 5 Direct Bury		53	1270
252553B	Rhapsody® Vibra® Chime 5 Surface Mount		65	1305
252552A	Rhapsody® Vibra® Chime 6 Direct Bury		54	1270
252552B	Rhapsody® Vibra® Chime 6 Surface Mount		66	1305
252551A	Rhapsody® Vibra® Chime 7 Direct Bury		56	1270
252551B	Rhapsody® Vibra® Chime 7 Surface Mount		68	1305
252550A	Rhapsody® Vibra® Chime 8 Direct Bury		58	1270
252550B	Rhapsody® Vibra® Chime 8 Surface Mount		70	1305
251573A	Rhapsody® Vibra® Chimes - Full Set Direct Bury		415	10135
251573B	Rhapsody® Vibra® Chimes - Full Set Surface Mount		511	10465
251575A	Rhapsody® Vibra® Chimes - Major Chord Direct Bury		220	5075
251575B	Rhapsody® Vibra® Chimes - Major Chord Surface Mount		257	5225
251574A	Rhapsody® Vibra® Chimes - Pentatonic Scale Direct Bury		322	6345
251574B	Rhapsody® Vibra® Chimes - Pentatonic Scale Surface Mount		340	6530
214441A	Rhapsody® Vivo® Metallophone Direct Bury		235	5835
214441B	Rhapsody® Vivo® Metallophone Surface Mount		222	6000
228214A	Rhapsody® Warble® Chimes Direct Bury		229	5710
228214B	Rhapsody® Warble® Chimes Surface Mount		171	5160
176457A	Roller Table™		542	14345
120530A	Sandbox Mesh Cover 4' Square	UPS	3	71
120530B	Sandbox Mesh Cover 8' Square	UPS	9	305
120530C	Sandbox Mesh Cover L-Shaped	UPS	7	245
120894A	Sandbox Play Table	UPS	41	565
120458A	Sandbox w/4' Timbers, 4' Square		50	315

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
120458B	Sandbox w/4' Timbers, 8' Square, w/o Play Table		99	625
120458C	Sandbox w/4' Timbers, 8' Square, w/Play Table		140	1200
120458D	Sandbox w/4' Timbers, L-Shaped, w/o Play Table		99	625
120458E	Sandbox w/4' Timbers, L-Shaped, w/Table		140	1200
168101B	Sensory Play Center® End 2" Surface Mount		21	930
168101A	Sensory Play Center® End Direct Bury		38	1080
168100B	Sensory Play Center® Wall 2" Surface Mount		54	1315
168100A	Sensory Play Center® Wall Direct Bury		88	1630
126202B	Splash Circuit™ Sand and Water Station, 2" SM		145	4990
126202A	Splash Circuit™ Sand and Water Station, DB		154	4950
113931A	Talk Tubes w/2 PlayShaper® Posts (DB Only)		70	2165
116568A	Turtle Sand Table (DB Only)	UPS	26	595
120418A	Wiggle Worm Crawl Tunnel w/Head		197	4525
120418B	Wiggle Worm Crawl Tunnel w/o Head		129	3115
168990A	Xylofun and Alphamaze Panel™ 2		40	2820
168106A	Xylofun Panel® 2		29	2685

¹ NOTE: Learning Wall Panels are mounted 1" above (LW-1) or 10" (LW-10) above the playing surface to accommodate the reach ranges of all children.

² NOTE: Pricing does not include Sensory Play Center® Wall or Ends; must order walls and ends separately.

³ NOTE: Additional weight and cost associated with each View Tube section.

⁴ NOTE: 4-week lead time required.

Freestanding Play Motion & More Fun

201548A	Blender™ Spinner (DB Only)		252	3765
201551A	Blender™ Spinner Add-On (DB Only)		103	3045
164075A	Bobble Rider™, Double 2" Surface Mount		107	2310
164075B	Bobble Rider™, Double Direct Bury		131	2520
164074A	Bobble Rider™, Single 2" Surface Mount	UPS	61	1200
164074B	Bobble Rider™, Single Direct Bury	UPS	77	1460
194704A	Boogie Board™ (DB Only)		173	2985
249557B	Chill® Spinner - Stainless Steel 2" Surface Mount		88	4745
249557A	Chill® Spinner - Stainless Steel Direct Bury		94	4690
247189B	Chill® Spinner 2" Surface Mount		87	2545
247189A	Chill® Spinner Direct Bury		92	2495
247179A	Curva® Spinner (DB Only)		117	2280
249553A	Curva® Spinner - Stainless Steel (DB Only)		117	5360
158107A	Cycler (DB Only)		48	1800
233059A	DigiRider® Bear 2" Surface Mount		69	1405
233059B	DigiRider® Bear Direct Bury		85	1665
233057A	DigiRider® Butterfly 2" Surface Mount		94	1405
233057B	DigiRider® Butterfly Direct Bury		110	1665
233061A	DigiRider® Chicken 2" Surface Mount		73	1405
233061B	DigiRider® Chicken Direct Bury		89	1665
233058A	DigiRider® Dinosaur 2" Surface Mount		73	1405
233058B	DigiRider® Dinosaur Direct Bury		89	1665
233054A	DigiRider® Fire Engine 2" Surface Mount		121	2140
233054B	DigiRider® Fire Engine Direct Bury		142	2390
233060A	DigiRider® Horse 2" Surface Mount		76	1405
233060B	DigiRider® Horse Direct Bury		92	1665
233053A	DigiRider® Police Car 2" Surface Mount		67	1405
233053B	DigiRider® Police Car Direct Bury		83	1665
233055A	DigiRider® Rocket Ship 2" Surface Mount		84	1405
233055B	DigiRider® Rocket Ship Direct Bury		100	1665
233056A	DigiRider® Tractor 2" Surface Mount		78	1405
233056B	DigiRider® Tractor Direct Bury		95	1665
185927A	Flywheel® Spinner (DB Only)		125	4065
218915A	Global Motion® (DB Only)		1555	34365
228071A	Global Motion® HDG (DB Only) ¹		1590	39515
201549A	Gyro Twister® Spinner (DB Only)		253	3060
201552A	Gyro Twister® Spinner Add-On (DB Only)		105	2340
111307A	Leg Spring Rider w/Permalene® Base (DB Only)	UPS	34	310
100027A	Log Roll w/Aluminum Posts		110	2055
100027B	Log Roll w/Steel Posts		192	2005
173591A	OmniSpin Spinner® Surface Mount		499	9965

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only.
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
295696A	ReviRock™ Bouncer		333	5285
295695A	ReviWheel™ Spinner		177	6060
295694A	ReviWhirl™ Spinner		162	5505
115381A	Rider Direct Bury Leg	UPS	19	250
152179C	Saddle Spinner 12"-16", 12" SM	UPS	38	1315
152179B	Saddle Spinner 12"-16", 2" SM	UPS	36	1315
152179A	Saddle Spinner 12"-16", DB	UPS	40	1245
148706A	Seesaw Back Support w/Belt ²	UPS	11	360
148706B	Seesaw Back Support w/o Belt ²	UPS	11	315
148636B	Seesaw, 2-Seats 2" Surface Mount		104	2935
148636A	Seesaw, 2-Seats Direct Bury		146	3425
148637B	Seesaw, 4-Seats 2" Surface Mount		115	3705
148637A	Seesaw, 4-Seats Direct Bury		157	4185
178484B	Sheep Seesaw Custom 2"SM		168	4850
178484A	Sheep Seesaw Custom DB		210	5335
201550A	Sol Spinner™ (DB Only)		276	3550
201553A	Sol Spinner™ Add-On (DB Only)		128	2830
125059A	Spring Platform w/Handhold 2"SM ³		200	2215
125059B	Spring Platform w/o Handhold 2"SM ³		194	2015
125059C	Spring Platform w/Post 2"SM ³		225	2720
120876A	Spring Pod™ Bouncer	UPS	20	525
148638B	Stand-Up Seesaw 2" Surface Mount		118	2620
148638A	Stand-Up Seesaw Direct Bury		160	3080
155077A	Stand-Up Spinner (DB Only)		60	2130
160055D	Stationary Cyler Accessible, Handles Only, Aluminum Post		70	1800
160055H	Stationary Cyler Accessible, Handles Only, Steel Post		146	1760
160055B	Stationary Cyler Handles Only, Aluminum Post		70	1800
160055F	Stationary Cyler Handles Only, Steel Post		146	1760
160055A	Stationary Cyler Pedals and Grab Bar, Aluminum Post		80	2120
160055E	Stationary Cyler Pedals and Grab Bar, Steel Post		155	2080
160055C	Stationary Cyler Pedals and Handles, Aluminum Post		88	2690
160055G	Stationary Cyler Pedals and Handles, Steel Post		163	2650
153167B	Stationary Cyler, Accessible Aluminum Posts		45	955
153167A	Stationary Cyler, Accessible Steel Posts		78	925
123831A	SuperScoop (DB Only)	UPS	52	1285
123832A	SuperScoop, Accessible 2" Surface Mount	UPS	36	1230
123832B	SuperScoop, Accessible Direct Bury	UPS	39	1185
170894A	Sway Fun® Glider (12")		1271	20335
138871A	Sway Fun® Glider (16")		1256	19875
177140B	Sway Fun® w/12' Ramp Assembly Aluminum Post DB		2071	31655
177140A	Sway Fun® w/12' Ramp Assembly Steel Post DB		2193	31565
258372B	Sway Fun® w/12' Ramp Assembly w/Berm Plate Alum Post DB		2077	31545
258372A	Sway Fun® w/12' Ramp Assembly w/Berm Plate Steel Post DB		2199	31425
205800A	TopsyTurny® Spinner (42" DB Only)		397	6020
121648A	Track Ride 10' Straight w/Aluminum Posts (DB Only)		243	4930
121648B	Track Ride 10' Straight w/Steel Posts (DB Only)		416	4610
121875A	Track Ride 18' Straight w/Aluminum Posts (DB Only)		293	5370
121875B	Track Ride 18' Straight w/Steel Posts (DB Only)		467	5050
121874A	Track Ride Curved w/Aluminum Posts (DB Only)		323	5995
121874B	Track Ride Curved w/Steel Posts (DB Only)		509	5655
251037A	We-Go-Round® HDG with DigiFuse® Panels 2 Seats ¹		2112	42210
251037B	We-Go-Round® HDG with DigiFuse® Panels 3 Seats ¹		2168	42775
251036A	We-Go-Round® HDG with Perforated Panels 2 Seats ¹		2103	40860
251036B	We-Go-Round® HDG with Perforated Panels 3 Seats ¹		2161	41440
249558A	We-Go-Round® with DigiFuse® Panels 2 Seats		2107	36880
249558B	We-Go-Round® with DigiFuse® Panels 3 Seats		2165	37375
248819A	We-Go-Round® with Perforated Panels 2 Seats		2100	35535
248819B	We-Go-Round® with Perforated Panels 3 Seats		2158	36040
186490A	We-saw™ (DB Only)		783	12930
135536A	Whimsy Rider™ Dolphin w/Coil Spring, 2" SM ⁴	UPS	66	1425
135536B	Whimsy Rider™ Dolphin w/Coil Spring, DB ⁴	UPS	82	1650
135535A	Whimsy Rider™ Sea Horse w/Coil Spring, 2" SM ⁴	UPS	73	1495
135535B	Whimsy Rider™ Sea Horse w/Coil Spring, DB ⁴	UPS	90	1755
135534A	Whimsy Rider™ Zebra w/Coil Spring, 2" SM ⁴	UPS	66	1385
135534B	Whimsy Rider™ Zebra w/Coil Spring, DB ⁴	UPS	84	1620
277369A	WhirlyQ® Spinner (SM Only)		995	16085

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
158105A	Wobble Pod® Bouncer (DB Only)		122	1865
194663A	ZipKrooz® 34' Aluminum Posts		815	14500
194663A	ZipKrooz® 34' Steel Posts		1173	14080
194663B	ZipKrooz® 50' Aluminum Posts		1012	17245
194663B	ZipKrooz® 50' Steel Posts		1452	16750
194663C	ZipKrooz® 66' Aluminum Posts		1210	19970
194663C	ZipKrooz® 66' Steel Posts		1732	19460
195507A	ZipKrooz® Additional Bay 34' Aluminum Posts		786	14110
195507A	ZipKrooz® Additional Bay 34' Steel Posts		1103	13710
195507B	ZipKrooz® Additional Bay 50' Aluminum Posts		954	16465
195507B	ZipKrooz® Additional Bay 50' Steel Posts		1312	16030
195507C	ZipKrooz® Additional Bay 66' Aluminum Posts		1123	18810
195507C	ZipKrooz® Additional Bay 66' Steel Posts		1522	18360
195508A	ZipKrooz® Additional Bay EN 34' Aluminum Posts		872	16160
195508A	ZipKrooz® Additional Bay EN 34' Steel Posts		1176	15680
195508B	ZipKrooz® Additional Bay EN 50' Aluminum Posts		1068	18520
195508B	ZipKrooz® Additional Bay EN 50' Steel Posts		1424	17990
195508C	ZipKrooz® Additional Bay EN 66' Aluminum Posts		1264	20875
195508C	ZipKrooz® Additional Bay EN 66' Steel Posts		1672	20305
196212A	ZipKrooz® Assisted 34' Aluminum Posts		548	12905
196212A	ZipKrooz® Assisted 34' Steel Posts		838	12640
196212B	ZipKrooz® Assisted 50' Aluminum Posts		746	15645
196212B	ZipKrooz® Assisted 50' Steel Posts		1118	15325
196212C	ZipKrooz® Assisted 66' Aluminum Posts		944	18375
196212C	ZipKrooz® Assisted 66' Steel Posts		1398	18010
196213A	ZipKrooz® Assisted Additional Bay 34' Aluminum Posts		519	12535
196213A	ZipKrooz® Assisted Additional Bay 34' Steel Posts		768	12280
196213B	ZipKrooz® Assisted Additional Bay 50' Aluminum Posts		688	14885
196213B	ZipKrooz® Assisted Additional Bay 50' Steel Posts		978	14610
196213C	ZipKrooz® Assisted Additional Bay 66' Aluminum Posts		857	17215
196213C	ZipKrooz® Assisted Additional Bay 66' Steel Posts		1188	16935
194664A	ZipKrooz® EN 34' Aluminum Posts		984	16815
194664A	ZipKrooz® EN 34' Steel Posts		1456	16195
194664B	ZipKrooz® EN 50' Aluminum Posts		1216	19755
194664B	ZipKrooz® EN 50' Steel Posts		1792	19025
194664C	ZipKrooz® EN 66' Aluminum Posts		1448	22690
194664C	ZipKrooz® EN 66' Steel Posts		2128	21845

¹ NOTE: 4-week lead time required.

² NOTE: The Seat Strap is intended for use in supervised play areas only. In public playground environments, we recommend a checkout system to reduce vandalism/theft and for safety reasons.

³ NOTE: Additional cost associated with Direct Bury.

⁴ NOTE: No color options are available. The Direct Bury version includes the Direct Bury leg for concrete.

Freestanding Play Structures

234516A	Alpha Link® Towers	9893	127780
242983A	Alpha Link® Towers AUS	9875	120210
241203A	Alpha Link® Towers EN	9995	131900
241397A	Alpha Link® Towers TT	9962	128140
226231A	Alpha® Tower	5790	70920
242982A	Alpha® Tower AUS	5869	71695
239103A	Alpha® Tower EN	5892	75050
241405A	Alpha® Tower TT	5859	71290
100121B	Clubhouse w/Arch Roof, 2" SM ¹	341	8900
100121A	Clubhouse w/Arch Roof, DB ¹	365	8525
100121D	Clubhouse w/Square Poly Roof, 2" SM ¹	327	7150
100121C	Clubhouse w/Square Poly Roof, DB ¹	351	6670
248479A	Crab Trap®	3324	85140
251054A	Crab Trap® HDG ²	3324	97920
100122B	Dino Climber 2" Surface Mount	718	14970
100122A	Dino Climber Direct Bury	783	14240
148640A	Fire Engine (DB Only)	1270	20895
100120B	Infant Maze 2" Surface Mount	339	8495
100120A	Infant Maze Direct Bury	385	8145
254629A	Super Netplex® 12' & 12' Towers	8890	184905

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
254626A	Super Netplex® 12' Tower		4640	93725
254627A	Super Netplex® 8' & 12' Towers		7470	163460
254625A	Super Netplex® 8' Tower Direct Bury Only		2760	66910
152848B	Toddertown® 2" Surface Mount		1304	22655
152848A	Toddertown® Direct Bury		1380	21500

¹ NOTE: Free customized text on roof; limit approximately 15 characters including spaces. Validate customized text in design tools.

² NOTE: 4-week lead time required.

Freestanding Play Slides & Gliders

100046A	Poly Slide 40" Deck		401	5745
100046C	Poly Slide 72" Deck, Wave		559	7055
189314A	Rushwinder		439	6860
203791B	SpyroSlide™ 56" Deck		711	9235
203791A	SpyroSlide™ 72" Deck		806	10460

Freestanding Play Swings

177340A	2" Arch Swing Frame		196	2220
177341A	2" Arch Swing Frame Additional Bay		123	1280
177343A	2" Arch Swing Frame Additional Bay Anti-Wrap Hangers		119	1480
177342A	2" Arch Swing Frame Anti-Wrap Hangers		192	2375
221292A	5" Arch Swing Frame 8' Beam Height Only		204	3490
221293A	5" Arch Swing Frame Additional Bay 8' Beam Height Only		124	2125
174011A	5000 Series Swing 8' Beam Height Galvanized Legs		250	1495
174011B	5000 Series Swing 8' Beam Height Painted Legs		253	1720
177328A	5000 Series Swing Frame 10' Beam Height Anti-Wrap Hangers Galvanized Legs		278	1720
177328B	5000 Series Swing Frame 10' Beam Height Anti-Wrap Hangers Painted Legs		281	1950
177325A	5000 Series Swing Frame 10' Height Additional Bay Galvanized Legs		126	775
177325B	5000 Series Swing Frame 10' Height Additional Bay Painted Legs		127	845
177324A	5000 Series Swing Frame 10' Height Galvanized Legs		281	1550
177324B	5000 Series Swing Frame 10' Height Painted Legs		284	1775
177326A	5000 Series Swing Frame 8' Beam Height Anti-Wrap Hangers Galvanized Legs		247	1655
177326B	5000 Series Swing Frame 8' Beam Height Anti-Wrap Hangers Painted Legs		249	1870
177329A	5000 Series Swing Frame Additional Bay 10' Beam Height Anti-Wrap Hangers Galvanized Legs		123	960
177329B	5000 Series Swing Frame Additional Bay 10' Beam Height Anti-Wrap Hangers Painted Legs		123	1030
177327A	5000 Series Swing Frame Additional Bay 8' Beam Height Anti-Wrap Hangers Galvanized Legs		114	915
177327B	5000 Series Swing Frame Additional Bay 8' Beam Height Anti-Wrap Hangers Painted Legs		115	990
177323A	5000 Series Swing Frame Additional Bay 8' Beam Height Galvanized Legs		117	755
177323B	5000 Series Swing Frame Additional Bay 8' Beam Height Painted Legs		118	820
139188A	Arch Tire Swing Additional Bay TenderTuff™ Chain		230	3505
221294A	Arch Tire Swing Additional To/Fro Bay		120	1985
120891A	Arch Tire Swing TenderTuff™ Chain		299	4745
174018C	Belt Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	10	180
174018E	Belt Seat w/Chains ProGuard Chains for 7' Beam Height	UPS	8	150
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	8	150
174018D	Belt Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	11	255
174018F	Belt Seat w/Chains TenderTuff Chains for 7' Beam Height	UPS	9	215
174018B	Belt Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	9	215
177348C	Flat Molded Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	17	335
177348A	Flat Molded Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	15	325
177348D	Flat Molded Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	18	455
177348B	Flat Molded Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	16	400

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
237294A	Friendship® Swing w/5" Arch Swing Frame Additional Bay ProGuard Chains		214	4385
237294B	Friendship® Swing w/5" Arch Swing Frame Additional Bay TenderTuff Chains		218	4550
237293A	Friendship® Swing w/5" Arch Swing Frame ProGuard Chains		276	5820
237293B	Friendship® Swing w/5" Arch Swing Frame TenderTuff Chains		279	5990
237295A	Friendship® Swing w/5" Arch Tire Swing Frame Additional Bay ProGuard Chains		208	4160
237295B	Friendship® Swing w/5" Arch Tire Swing Frame Additional Bay TenderTuff Chains		211	4330
278857A	Friendship® Swing w/Hedra® Frame ProGuard Chains DB Only		455	6215
278857B	Friendship® Swing w/Hedra® Frame TenderTuff Chains DB Only		459	6390
237296A	Friendship® Swing w/Single Post Swing Frame 52" Bury ProGuard Chains		351	3940
237296B	Friendship® Swing w/Single Post Swing Frame 52" Bury TenderTuff Chains		354	4110
237297A	Friendship® Swing w/Single Post Swing Frame Additional Bay 52" Bury ProGuard Chains		252	3420
237297B	Friendship® Swing w/Single Post Swing Frame Additional Bay 52" Bury TenderTuff Chains		255	3590
177352A	Full Bucket Infant Seat w/Chains ProGuard Chains for 2"Arch Swing	UPS	14	310
177352C	Full Bucket Infant Seat w/Chains ProGuard Chains for Toddler Swing	UPS	13	310
177352B	Full Bucket Infant Seat w/Chains TenderTuff Chains for 2"Arch Swing	UPS	15	360
177352D	Full Bucket Infant Seat w/Chains TenderTuff Chains for Toddler Swing	UPS	14	355
176038C	Full Bucket Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	16	450
176038E	Full Bucket Seat w/Chains ProGuard Chains for 2"Arch Swing	UPS	12	420
176038I	Full Bucket Seat w/Chains ProGuard Chains for 7' Beam Height	UPS	13	420
176038A	Full Bucket Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	14	425
176038G	Full Bucket Seat w/Chains ProGuard Chains for Toddler Swing	UPS	11	420
176038D	Full Bucket Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	17	530
176038F	Full Bucket Seat w/Chains TenderTuff Chains for 2"Arch Swing	UPS	12	480
176038J	Full Bucket Seat w/Chains TenderTuff Chains for 7' Beam Height	UPS	14	480
176038B	Full Bucket Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	14	500
176038H	Full Bucket Seat w/Chains TenderTuff Chains for Toddler Swing	UPS	11	465
177349C	Half Bucket Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	13	380
177349E	Half Bucket Seat w/Chains ProGuard Chains for 2"Arch Swing	UPS	11	340
177349A	Half Bucket Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	12	345
177349G	Half Bucket Seat w/Chains ProGuard Chains for Toddler Swing	UPS	10	340
177349D	Half Bucket Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	15	480
177349F	Half Bucket Seat w/Chains TenderTuff Chains for 2"Arch Swing	UPS	12	425
177349B	Half Bucket Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	13	435
177349H	Half Bucket Seat w/Chains TenderTuff Chains for Toddler Swing	UPS	11	420
278557A	Hedra® Swing Frame DB Only		346	3855
218671A	Molded Bucket Seat (2-5 yrs) w/Harness & Chains ProGuard Chains for 7' Beam Height	UPS	50	1030
218671C	Molded Bucket Seat (2-5 yrs) w/Harness & Chains ProGuard Chains for 8' Beam Height	UPS	50	1040
218671B	Molded Bucket Seat (2-5 yrs) w/Harness & Chains TenderTuff Chains for 7' Beam Height	UPS	53	1195
218671D	Molded Bucket Seat (2-5 yrs) w/Harness & Chains TenderTuff Chains for 8' Beam Height	UPS	53	1225
177351C	Molded Bucket Seat (5-12 yrs) w/Harness & Chains ProGuard Chains for 10' Beam Height	UPS	51	1080
177351E	Molded Bucket Seat (5-12 yrs) w/Harness & Chains ProGuard Chains for 7' Beam Height	UPS	48	1030
177351A	Molded Bucket Seat (5-12 yrs) w/Harness & Chains ProGuard Chains for 8' Beam Height	UPS	48	1040
177351D	Molded Bucket Seat (5-12 yrs) w/Harness & Chains TenderTuff Chains for 10' Beam Height	UPS	55	1305
177351F	Molded Bucket Seat (5-12 yrs) w/Harness & Chains TenderTuff Chains for 7' Beam Height	UPS	51	1195
177351B	Molded Bucket Seat (5-12 yrs) w/Harness & Chains TenderTuff Chains for 8' Beam Height	UPS	51	1225
177350C	Molded Bucket Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	33	760
177350A	Molded Bucket Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	29	735

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
177350B	Molded Bucket Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	32	970
173592A	Oodle® Swing		395	6680
228069A	Oodle® Swing HDG (DB Only) ¹		400	7690
210117A	Oodle® Swing, Double		845	13790
111416A	Seat Strap for Molded Bucket Seats ²	UPS	2	93
177344A	Single Post Swing Frame 52" Bury 8' Beam Height Only		251	1725
177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only		148	1230
177332A	Single Post Swing Frame 8' Beam Height Only		213	1550
177333A	Single Post Swing Frame Additional Bay 8' Beam Height Only		129	1150
141458B	Tire Swing w/4 Posts Additional Bay Steel Beam and Posts, TenderTuff™ Chain		331	2870
141458A	Tire Swing w/4 Posts Additional Bay Steel Beam, Aluminum Posts, TenderTuff™ Chain		237	3050
120892B	Tire Swing w/4 Posts Steel Beam and Posts, TenderTuff™ Chain		514	4235
120892A	Tire Swing w/4 Posts Steel Beam, Aluminum Posts, TenderTuff™ Chain		325	4595
177337A	Toddler Swing Add-On Beam	UPS	31	610
177336A	Toddler Swing Frame		136	1340
277778A	We-Go-Swing® w/1 Accessible Bay DB Only		2357	37340
277778B	We-Go-Swing® w/2 Accessible Bays DB Only		2312	37075

¹ NOTE: 4-week lead time required.

² NOTE: The Seat Strap is intended for use in supervised play areas only. In public playground environments, we recommend a checkout system to reduce vandalism/theft and for safety reasons.

Freestanding Play Sports & Fitness

137958A	Chin-Up w/Aluminum Posts	111	1470
137958B	Chin-Up w/Steel Posts	235	1340
100041A	Curved Balance Beam	71	1000
100042A	Drop Shot (DB Only)	91	1735
237934B	Facet® Balance Beam Double (DB Only) ¹	1232	2650
237934A	Facet® Balance Beam Single (DB Only) ¹	616	1330
237934C	Facet® Balance Beam Triple (DB Only) ¹	1848	3980
243016B	FitCore™ Extreme A-Frame Cargo Net (13+) 2" Surface Mount	425	12640
243016A	FitCore™ Extreme A-Frame Cargo Net (13+) Direct Bury	459	12085
244191B	FitCore™ Extreme A-Frame Cargo Net (5-12) 2" Surface Mount	426	12570
244191A	FitCore™ Extreme A-Frame Cargo Net (5-12) Direct Bury	459	12015
244196B	FitCore™ Extreme Angled Balance Beam Double (5-12) 2" Surface Mount	110	2185
244196A	FitCore™ Extreme Angled Balance Beam Double (5-12) Direct Bury	114	1950
243908B	FitCore™ Extreme Angled Balance Beam Single (13+) 2" Surface Mount	72	1345
243908A	FitCore™ Extreme Angled Balance Beam Single (13+) Direct Bury	73	1195
244196B	FitCore™ Extreme Angled Balance Beam Single (5-12) 2" Surface Mount	68	1335
244196A	FitCore™ Extreme Angled Balance Beam Single (5-12) Direct Bury	69	1185
244196B	FitCore™ Extreme Angled Balance Beam Triple (5-12) 2" Surface Mount	152	3010
244196A	FitCore™ Extreme Angled Balance Beam Triple (5-12) Direct Bury	160	2680
243907B	FitCore™ Extreme Angled Overhead Ladder (13+) 2" Surface Mount	779	7840
243907A	FitCore™ Extreme Angled Overhead Ladder (13+) Direct Bury	759	7355
244194B	FitCore™ Extreme Angled Overhead Ladder (5-12) 2" Surface Mount	707	7815
244194A	FitCore™ Extreme Angled Overhead Ladder (5-12) Direct Bury	682	7315
243870B	FitCore™ Extreme Globe Grasp (13+) 2" Surface Mount	501	6100
243870A	FitCore™ Extreme Globe Grasp (13+) Direct Bury	487	5735
244064B	FitCore™ Extreme High Step (13+) 2" Surface Mount	377	5690
244064A	FitCore™ Extreme High Step (13+) Direct Bury	359	5190
244201B	FitCore™ Extreme High Step (5-12) 2" Surface Mount	377	5660
244201A	FitCore™ Extreme High Step (5-12) Direct Bury	359	5165
243190B	FitCore™ Extreme Jump Hang (13+) 2" Surface Mount	642	8940
243190A	FitCore™ Extreme Jump Hang (13+) Direct Bury	636	8410
244193B	FitCore™ Extreme Jump Hang (5-12) 2" Surface Mount	507	7370
244193A	FitCore™ Extreme Jump Hang (5-12) Direct Bury	491	6845
243778B	FitCore™ Extreme Ledge Hanger (13+) 2" Surface Mount	1372	17440

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
243778A	FitCore™ Extreme Ledge Hanger (13+) Direct Bury		1550	16925
243909B	FitCore™ Extreme Over Under Bars (13+) 2" Surface Mount		84	1210
243909A	FitCore™ Extreme Over Under Bars (13+) Direct Bury		73	850
244198B	FitCore™ Extreme Over Under Bars (5-12) 2" Surface Mount		77	1195
244198A	FitCore™ Extreme Over Under Bars (5-12) Direct Bury		66	840
243862B	FitCore™ Extreme Peg Bridge (13+) 2" Surface Mount		328	4455
243862A	FitCore™ Extreme Peg Bridge (13+) Direct Bury		336	4255
244195B	FitCore™ Extreme Peg Bridge (5-12) 2" Surface Mount		306	4445
244195A	FitCore™ Extreme Peg Bridge (5-12) Direct Bury		311	4230
244062B	FitCore™ Extreme Quintuple Steps (13+) 2" Surface Mount		698	11040
244062A	FitCore™ Extreme Quintuple Steps (13+) Direct Bury		738	10115
243910B	FitCore™ Extreme Rope Climb (13+) 2" Surface Mount		195	3825
243910A	FitCore™ Extreme Rope Climb (13+) Direct Bury		215	3555
244199B	FitCore™ Extreme Rope Climb (5-12) 2" Surface Mount		195	3675
244199A	FitCore™ Extreme Rope Climb (5-12) Direct Bury		215	3405
244061B	FitCore™ Extreme Spiderwalk (13+) 2" Surface Mount		1562	17385
244061A	FitCore™ Extreme Spiderwalk (13+) Direct Bury		1670	16625
244200B	FitCore™ Extreme Spiderwalk (5-12) 2" Surface Mount		1562	17275
244200A	FitCore™ Extreme Spiderwalk (5-12) Direct Bury		1669	16510
244063B	FitCore™ Extreme Unstable Bridge (13+) 2" Surface Mount		644	7215
244063A	FitCore™ Extreme Unstable Bridge (13+) Direct Bury		628	6860
243019B	FitCore™ Extreme Vertical Cargo Net (13+) 2" Surface Mount		358	7475
243019A	FitCore™ Extreme Vertical Cargo Net (13+) Direct Bury		363	7095
244192B	FitCore™ Extreme Vertical Cargo Net (5-12) 2" Surface Mount		358	7410
244192A	FitCore™ Extreme Vertical Cargo Net (5-12) Direct Bury		363	7015
246315B	FitCore™ Extreme Welcome Sign 2" Surface Mount		79	1115
246587A	FitCore™ Extreme Welcome Sign 5-12 Direct Bury		80	1040
246587B	FitCore™ Extreme Welcome Sign 5-12 Surface Mount		79	1115
246315A	FitCore™ Extreme Welcome Sign Direct Bury		80	1040
243899B	FitCore™ Extreme Wheel Bridge (13+) 2" Surface Mount		412	5030
243899A	FitCore™ Extreme Wheel Bridge (13+) Direct Bury		402	4820
137961A	Handhold/Leg Lift w/Aluminum Posts		35	765
137961B	Handhold/Leg Lift w/Steel Posts		72	725
207607A	HealthBeat Blank Sign Set	UPS	4	0
281790A	HealthBeat Circuit™ SkyWays® Shade ^{2,1}		2300	26080
281789A	HealthBeat Circuit™ Surface Mount Only ¹		1680	60405
192451B	HealthBeat® Ab Crunch/Leg Lift 2" Surface Mount, Order Post Separately ³		45	2070
192451A	HealthBeat® Ab Crunch/Leg Lift Direct Bury, Order Post Separately ³		53	2020
192452B	HealthBeat® Assisted Row/Push-Up 2" Surface Mount, Order Post Separately ³		62	1980
192452A	HealthBeat® Assisted Row/Push-Up Direct Bury, Order Post Separately ³		55	1825
192454B	HealthBeat® Balance Steps 2" Surface Mount, Order Post Separately ³		116	2815
192454A	HealthBeat® Balance Steps Direct Bury, Order Post Separately ³		98	2665
192455B	HealthBeat® Cardio Stepper 2" Surface Mount, Order Post Separately ³		218	8270
192455A	HealthBeat® Cardio Stepper Direct Bury, Order Post Separately ³		280	8230
192456B	HealthBeat® Chest/Back Press 2" Surface Mount, Order Post Separately ³		196	6425
192456A	HealthBeat® Chest/Back Press Direct Bury, Order Post Separately ³		258	6380
192457B	HealthBeat® Elliptical 2" Surface Mount, Order Post Separately ³		305	9455
192457A	HealthBeat® Elliptical Direct Bury, Order Post Separately ³		366	9410
206894A	HealthBeat® Epoxy		2	0
205938A	HealthBeat® Hand Cycler, Order Post Separately ³		38	3010
192464B	HealthBeat® Intro Sign 2" Surface Mount ⁴		76	1195
192464A	HealthBeat® Intro Sign Direct Bury ⁴		77	1040
192458B	HealthBeat® Mobility 2" Surface Mount, Order Post Separately ³		289	3640
192458A	HealthBeat® Mobility Direct Bury, Order Post Separately ³		310	3455
192453B	HealthBeat® Parallel Bars 2" Surface Mount, Order Post Separately ³		139	2115
192453A	HealthBeat® Parallel Bars Direct Bury, Order Post Separately ³		159	1840
192459B	HealthBeat® Plyometrics 2" Surface Mount, Order Post Separately ³		126	2850
192459A	HealthBeat® Plyometrics Direct Bury, Order Post Separately ³		154	2665
192460B	HealthBeat® Pull-Up/Dip 2" Surface Mount, Order Post Separately ³		66	2140
192460A	HealthBeat® Pull-Up/Dip Direct Bury, Order Post Separately ³		64	2110

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only.
 January 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
192461B	HealthBeat® Squat Press 2" Surface Mount, Order Post Separately ³		160	6425
192461A	HealthBeat® Squat Press Direct Bury, Order Post Separately ³		162	6380
192462B	HealthBeat® Stretch 2" Surface Mount, Order Post Separately ³		107	3455
192462A	HealthBeat® Stretch Direct Bury, Order Post Separately ³		115	3370
192463A	HealthBeat® Tai Chi Wheels, Order Post Separately ³		42	2505
137962A	Horizontal Ladder Station w/Aluminum Posts		223	3045
137962B	Horizontal Ladder Station w/Steel Posts		397	2860
100057A	Jump Touch (DB Only)		55	880
173596A	Log Balance Beam		455	4315
137960A	Parallel Bar w/Aluminum Posts		114	2120
137960B	Parallel Bar w/Steel Posts		232	1985
205943A	Post w/1 Top and 1 Top Attachments Direct Bury		69	1040
205943B	Post w/1 Top and 1 Top Attachments Surface Mount		62	1195
205942A	Post w/1 Top Attachment Direct Bury		72	1040
205942B	Post w/1 Top Attachment Surface Mount		64	1195
205944A	Post w/2 and 0 Attachments Direct Bury		73	1040
205944B	Post w/2 and 0 Attachments Surface Mount		65	1195
205945A	Post w/2 and 1 Top Attachments Direct Bury		70	1040
205945B	Post w/2 and 1 Top Attachments Surface Mount		63	1195
205946A	Post w/2 and 2 Attachments Direct Bury		71	1040
205946B	Post w/2 and 2 Attachments Surface Mount		64	1195
205947A	Post w/3 Attachments Direct Bury		70	1040
205947B	Post w/3 Attachments Surface Mount		63	1195
205941A	Post w/No Attachment Direct Bury		70	1040
205941B	Post w/No Attachment Surface Mount		63	1195
160213A	Power Lifter™ Double Bay (DB Only)		292	5060
160219A	Power Lifter™ Quadruple Bay (DB Only)		510	9630
160212A	Power Lifter™ Single Bay (DB Only)		183	2770
160216A	Power Lifter™ Triple Bay (DB Only)		401	7345
100058A	Sit-Up/Push-Up Bench (DB Only)		101	1330
137959A	Spring-Up w/Aluminum Posts		89	1330
137959B	Spring-Up w/Steel Posts		182	1200
137965A	Step-Up		64	1605

¹ NOTE: 4-week lead time required.

² NOTE: Product ships from Dallas Skyways facility, a custom freight quote is required. Please request a freight quote from transportation_quotes@playlsi.com

³ NOTE: Pricing does not include HealthBeat Post. A quote through Presale/PlayCAD is needed to determine posts per station.

⁴ NOTE: Free Welcome Sign with purchase of nine or more HealthBeat stations must be requested by the Rep.

Freestanding Play Site Furnishings

186579A	Acorn Seat Direct Bury		126	615
186579B	Acorn Seat Surface Mount		125	700
185654A	Arches Bike Rack - Single Direct Bury		23	205
185654B	Arches Bike Rack - Single Surface Mount		22	290
185653A	Arches Bike Rack - Triple Direct Bury		71	560
185653B	Arches Bike Rack - Triple Surface Mount		66	855
114767A	Arm Rest (Bench w/Back Required)	UPS	7	145
235526B	Facet® Bench, Double C ¹		1263	4325
235526C	Facet® Bench, Double S ¹		1263	4325
235526A	Facet® Bench, Single ¹		816	2545
186588A	Kaleidoscope Bench w/Back w/Handles		175	1620
186588B	Kaleidoscope Bench w/Back w/o Handles		174	1550
186588C	Kaleidoscope Bench w/o Back w/Handles		134	1105
186588D	Kaleidoscope Bench w/o Back w/o Handles		132	1040
186589A	Kaleidoscope Litter Receptacle Direct Bury		126	1575
186589B	Kaleidoscope Litter Receptacle Surface Mount		122	1645
186590A	Kaleidoscope Recycling Receptacle Direct Bury		126	1575
186590B	Kaleidoscope Recycling Receptacle Surface Mount		122	1645
185671A	Leaf Bike Rack Direct Bury		66	810
185671B	Leaf Bike Rack Surface Mount		56	625
141686A	Litter Receptacle (TenderTuff™) Cover	UPS	16	145
141685A	Litter Receptacle (TenderTuff™) Direct Bury		87	740
141682A	Litter Receptacle (TenderTuff™) Liner		7	68

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only.
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
141685B	Litter Receptacle (TenderTuff™) Surface Mount		87	780
173595A	Log Bench		810	2725
100102C	Loop Rack ProShield™, 2" SM		65	595
100102A	Loop Rack ProShield™, DB		73	380
100102D	Loop Rack TenderTuff™, 2" SM		76	850
100102B	Loop Rack TenderTuff™, DB		83	635
277223A	Play Healthy® Hand Sanitizer Station Metallic Silver	UPS	47	510
276577A	Play Healthy® Hand Sanitizer Station w/Standard Sign	UPS	47	510
113139H	Poly Picnic Table 60" Table, (1) 60" Seat, (2) 14" Seats, Direct Bury		305	1985
113139B	Poly Picnic Table 60" Table, (1) 60" Seat, (2) 14" Seats, Moveable		260	1880
113139G	Poly Picnic Table 60" Table, (2) 60" Seats, Direct Bury		331	2110
113139A	Poly Picnic Table 60" Table, (2) 60" Seats, Moveable		286	1985
113139I	Poly Picnic Table 60" Table, (4) 14" Seats, Direct Bury		280	1850
113139C	Poly Picnic Table 60" Table, (4) 14" Seats, Moveable		235	1760
113139K	Poly Picnic Table 84" Table, (1) 60" Seat, (2) 14" Seats, Direct Bury		377	2585
113139E	Poly Picnic Table 84" Table, (1) 60" Seat, (2) 14" Seats, Moveable		332	2515
113139J	Poly Picnic Table 84" Table, (2) 60" Seats, Direct Bury		404	2725
113139D	Poly Picnic Table 84" Table, (2) 60" Seats, Moveable		359	2585
113139L	Poly Picnic Table 84" Table, (4) 14" Seats, Direct Bury		352	2460
113139F	Poly Picnic Table 84" Table, (4) 14" Seats, Moveable		307	2340
111640J	Recycled Contour Series Bench 60" w/Back, w/1 Armrest, 2" SM		173	1555
111640I	Recycled Contour Series Bench 60" w/Back, w/1 Armrest, DB		170	1345
111640L	Recycled Contour Series Bench 60" w/Back, w/2 Armrests, 2" SM		180	1710
111640K	Recycled Contour Series Bench 60" w/Back, w/2 Armrests, DB		177	1500
111640N	Recycled Contour Series Bench 60" w/Back, w/3 Armrests, 2" SM		187	1850
111640M	Recycled Contour Series Bench 60" w/Back, w/3 Armrests, DB		184	1645
111640A	Recycled Contour Series Bench 60" w/Back, w/o Armrests, 2" SM		166	1395
111640C	Recycled Contour Series Bench 60" w/Back, w/o Armrests, DB		163	1200
111640B	Recycled Contour Series Bench 60" w/o Back, w/o Armrests, 2" SM		71	635
111640D	Recycled Contour Series Bench 60" w/o Back, w/o Armrests, DB		79	625
111640P	Recycled Contour Series Bench 96" w/Back, w/1 Armrest, 2" SM		266	2265
111640O	Recycled Contour Series Bench 96" w/Back, w/1 Armrest, DB		262	1950
111640R	Recycled Contour Series Bench 96" w/Back, w/2 Armrests, 2" SM		273	2405
111640Q	Recycled Contour Series Bench 96" w/Back, w/2 Armrests, DB		269	2100
111640T	Recycled Contour Series Bench 96" w/Back, w/3 Armrests, 2" SM		280	2560
111640S	Recycled Contour Series Bench 96" w/Back, w/3 Armrests, DB		276	2245
111640E	Recycled Contour Series Bench 96" w/Back, w/o Armrests, 2" SM		259	2110
111640G	Recycled Contour Series Bench 96" w/Back, w/o Armrests, DB		255	1795
111640F	Recycled Contour Series Bench 96" w/o Back, w/o Armrests, 2" SM		110	885
111640H	Recycled Contour Series Bench 96" w/o Back, w/o Armrests, DB		122	865
154345C	Square Picnic Table w/2 Seats, TenderTuff™, Moveable		211	1475
154345B	Square Picnic Table w/3 Seats, TenderTuff™, Moveable		242	1635
154345A	Square Picnic Table w/4 Seats, TenderTuff™, Moveable		273	1805
141683J	TenderTuff™ Bench 72" w/Back, w/1 Armrest, 2" SM		126	915
141683I	TenderTuff™ Bench 72" w/Back, w/1 Armrest, DB		128	880
141683L	TenderTuff™ Bench 72" w/Back, w/2 Armrests, 2" SM		133	1050
141683K	TenderTuff™ Bench 72" w/Back, w/2 Armrests, DB		135	1035
141683N	TenderTuff™ Bench 72" w/Back, w/3 Armrests, 2" SM		140	1210
141683M	TenderTuff™ Bench 72" w/Back, w/3 Armrests, DB		142	1195
141683B	TenderTuff™ Bench 72" w/Back, w/o Armrests, 2" SM		119	760
141683A	TenderTuff™ Bench 72" w/Back, w/o Armrests, DB		121	750
141683D	TenderTuff™ Bench 72" w/o Back, w/o Armrests, 2" SM		69	485
141683C	TenderTuff™ Bench 72" w/o Back, w/o Armrests, DB		75	450
141683P	TenderTuff™ Bench 92" w/Back, w/1 Armrest, 2" SM		143	950
141683O	TenderTuff™ Bench 92" w/Back, w/1 Armrest, DB		145	915
141683R	TenderTuff™ Bench 92" w/Back, w/2 Armrests, 2" SM		150	1090
141683Q	TenderTuff™ Bench 92" w/Back, w/2 Armrests, DB		152	1050
141683T	TenderTuff™ Bench 92" w/Back, w/3 Armrests, 2" SM		157	1250
141683S	TenderTuff™ Bench 92" w/Back, w/3 Armrests, DB		159	1210
141683F	TenderTuff™ Bench 92" w/Back, w/o Armrests, 2" SM		136	800
141683E	TenderTuff™ Bench 92" w/Back, w/o Armrests, DB		138	760
141683H	TenderTuff™ Bench 92" w/o Back, w/o Armrests, 2" SM		78	510
141683G	TenderTuff™ Bench 92" w/o Back, w/o Armrests, DB		84	485
141684B	TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, Direct Bury		280	1630
141684A	TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, Movable		246	1515
141684F	TenderTuff™ Picnic Table 92" Table, (2) 72" Seats, Direct Bury		302	1695

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
141684E	TenderTuff™ Picnic Table 92" Table, (2) 72" Seats, Movable		268	1585
141684D	TenderTuff™ Picnic Table 92" Table, (2) 92" Seats, Direct Bury		321	1775
141684C	TenderTuff™ Picnic Table 92" Table, (2) 92" Seats, Movable		288	1635
175949A	Toddler Picnic Table	UPS	75	555
186583A	Wood-Grain Bench 70" w/Back 2x4 Cedar Slats		159	1015
186583C	Wood-Grain Bench 70" w/Back 2x4 Cedar/Mink Slats		159	1015
186583B	Wood-Grain Bench 70" w/o Back 2x4 Cedar Slats		108	695
186583D	Wood-Grain Bench 70" w/o Back 2x4 Cedar/Mink Slats		108	695
186583E	Wood-Grain Bench 94" w/Back 2x4 Cedar Slats		185	1120
186583G	Wood-Grain Bench 94" w/Back 2x4 Cedar/Mink Slats		185	1120
186583F	Wood-Grain Bench 94" w/o Back 2x4 Cedar Slats		124	780
186583H	Wood-Grain Bench 94" w/o Back 2x4 Cedar/Mink Slats		124	780
186584A	Wood-Grain Litter Receptacle Direct Bury		216	2420
186584B	Wood-Grain Litter Receptacle Surface Mount		208	2485
186585A	Wood-Grain Recycling Receptacle Direct Bury		216	2420
186585B	Wood-Grain Recycling Receptacle Surface Mount		208	2485

¹ NOTE: 4-week lead time required.

Freestanding Play Shade

155071A	Cool Mister Single Post (DB Only)	102	6760
136759A	CoolToppers® Full Sail (DB Only)	1049	15620
159881B	CoolToppers® Pyramid (18'x18') 10' Entrance Height (60" Bury)	722	8390
159881C	CoolToppers® Pyramid (18'x18') 12' Entrance Height (60" Bury)	777	8525
159881A	CoolToppers® Pyramid (18'x18') 8' Entrance Height (60" Bury)	670	8195
159882B	CoolToppers® Pyramid (24'x24') 10' Entrance Height (60" Bury)	830	10460
159882C	CoolToppers® Pyramid (24'x24') 12' Entrance Height (60" Bury)	886	10955
159882A	CoolToppers® Pyramid (24'x24') 8' Entrance Height (60" Bury)	779	10290
159883B	CoolToppers® Pyramid (28'x28') 10' Entrance Height (60" Bury)	901	13365
159883C	CoolToppers® Pyramid (28'x28') 12' Entrance Height (60" Bury)	1172	13640
159883A	CoolToppers® Pyramid (28'x28') 8' Entrance Height (60" Bury)	846	12855
154397A	CoolToppers® Single Post Pyramid (12'x12' DB Only)	266	4810
155072A	CoolToppers® Single Post w/Cool Mister (DB Only)	284	10575
216042B	SkyWays® Cantilever 20'x36' Shade 10' Entrance Height ¹	3836	22960
216042F	SkyWays® Cantilever 20'x36' Shade 10' Entrance Height w/Rapid Release® ¹	3876	24730
216042C	SkyWays® Cantilever 20'x36' Shade 12' Entrance Height ¹	3986	24055
216042G	SkyWays® Cantilever 20'x36' Shade 12' Entrance Height w/Rapid Release® ¹	4026	24775
216042D	SkyWays® Cantilever 20'x36' Shade 14' Entrance Height ¹	4136	25150
216042H	SkyWays® Cantilever 20'x36' Shade 14' Entrance Height w/Rapid Release® ¹	4176	27275
216042A	SkyWays® Cantilever 20'x36' Shade 8' Entrance Height ¹	3686	21965
216042E	SkyWays® Cantilever 20'x36' Shade 8' Entrance Height w/Rapid Release® ¹	3726	23145
216044B	SkyWays® Cantilever 20'x72' Shade 10' Entrance Height ¹	6243	36320
216044F	SkyWays® Cantilever 20'x72' Shade 10' Entrance Height w/Rapid Release® ¹	6283	40040
216044C	SkyWays® Cantilever 20'x72' Shade 12' Entrance Height ¹	6468	38870
216044G	SkyWays® Cantilever 20'x72' Shade 12' Entrance Height w/Rapid Release® ¹	6508	40795
216044D	SkyWays® Cantilever 20'x72' Shade 14' Entrance Height ¹	6693	40220
216044H	SkyWays® Cantilever 20'x72' Shade 14' Entrance Height w/Rapid Release® ¹	6733	42250
216044A	SkyWays® Cantilever 20'x72' Shade 8' Entrance Height ¹	6018	36075
216044E	SkyWays® Cantilever 20'x72' Shade 8' Entrance Height w/Rapid Release® ¹	6058	36520
216043B	SkyWays® Cantilever Back-to-Back 40'x36' Shade 10' Entrance Height ¹	6272	37180
216043F	SkyWays® Cantilever Back-to-Back 40'x36' Shade 10' Entrance Height w/Rapid Release® ¹	6312	40190
216043C	SkyWays® Cantilever Back-to-Back 40'x36' Shade 12' Entrance Height ¹	6422	38350
216043G	SkyWays® Cantilever Back-to-Back 40'x36' Shade 12' Entrance Height w/Rapid Release® ¹	6462	41055

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
216043D	SkyWays® Cantilever Back-to-Back 40'x36' Shade 14' Entrance Height ¹		6572	40205
216043H	SkyWays® Cantilever Back-to-Back 40'x36' Shade 14' Entrance Height w/Rapid Release® ¹		6612	43140
216043A	SkyWays® Cantilever Back-to-Back 40'x36' Shade 8' Entrance Height ¹		6122	36585
216043E	SkyWays® Cantilever Back-to-Back 40'x36' Shade 8' Entrance Height w/Rapid Release® ¹		6162	37170
216045B	SkyWays® Cantilever Back-to-Back 40'x72' Shade 10' Entrance Height ¹		10386	60770
216045F	SkyWays® Cantilever Back-to-Back 40'x72' Shade 10' Entrance Height w/Rapid Release® ¹		10426	68440
216045C	SkyWays® Cantilever Back-to-Back 40'x72' Shade 12' Entrance Height ¹		10611	62570
216045G	SkyWays® Cantilever Back-to-Back 40'x72' Shade 12' Entrance Height w/Rapid Release® ¹		10651	68530
216045D	SkyWays® Cantilever Back-to-Back 40'x72' Shade 14' Entrance Height ¹		10837	64705
216045H	SkyWays® Cantilever Back-to-Back 40'x72' Shade 14' Entrance Height w/Rapid Release® ¹		10877	68305
216045A	SkyWays® Cantilever Back-to-Back 40'x72' Shade 8' Entrance Height ¹		10161	60045
216045E	SkyWays® Cantilever Back-to-Back 40'x72' Shade 8' Entrance Height w/Rapid Release® ¹		10201	64280
237672B	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 10' Entrance Height ¹		305	4950
237672F	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 10' Entrance Height w/Rapid Release® ¹		380	6230
237672C	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 12' Entrance Height ¹		315	4970
237672G	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 12' Entrance Height w/Rapid Release® ¹		390	6255
237672D	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 14' Entrance Height ¹		325	5385
237672H	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 14' Entrance Height w/Rapid Release® ¹		400	6310
237672A	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 8' Entrance Height ¹		295	4750
237672E	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 8' Entrance Height w/Rapid Release® ¹		370	5940
237673B	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 10' Entrance Height ¹		345	5340
237673F	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 10' Entrance Height w/Rapid Release® ¹		420	7235
237673C	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 12' Entrance Height ¹		355	5360
237673G	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 12' Entrance Height w/Rapid Release® ¹		430	7435
237673D	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 14' Entrance Height ¹		365	5765
237673H	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 14' Entrance Height w/Rapid Release® ¹		440	7580
237673A	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 8' Entrance Height ¹		335	5165
237673E	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 8' Entrance Height w/Rapid Release® ¹		410	6825
237674B	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 10' Entrance Height ¹		781	8400
237674F	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 10' Entrance Height w/Rapid Release® ¹		856	9780
237674C	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 12' Entrance Height ¹		803	8590
237674G	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 12' Entrance Height w/Rapid Release® ¹		878	10080
237674D	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 14' Entrance Height ¹		825	8885

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
237674H	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 14' Entrance Height w/Rapid Release® ¹		900	10395
237674A	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 8' Entrance Height ¹		759	8070
237674E	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 8' Entrance Height w/Rapid Release® ¹		834	9190
237675B	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 10' Entrance Height ¹		871	10105
237675F	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 10' Entrance Height w/Rapid Release® ¹		946	11225
237675C	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 12' Entrance Height ¹		893	10135
237675G	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 12' Entrance Height w/Rapid Release® ¹		968	11280
237675D	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 14' Entrance Height ¹		915	10990
237675H	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 14' Entrance Height w/Rapid Release® ¹		990	11980
237675A	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 8' Entrance Height ¹		849	9540
237675E	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 8' Entrance Height w/Rapid Release® ¹		924	10945
216038B	SkyWays® Hexagon, Double Layer (35') Shade 10' Entrance Height ¹		3093	24445
216038C	SkyWays® Hexagon, Double Layer (35') Shade 12' Entrance Height ¹		3309	25650
216038D	SkyWays® Hexagon, Double Layer (35') Shade 14' Entrance Height ¹		3524	27710
216038A	SkyWays® Hexagon, Double Layer (35') Shade 8' Entrance Height ¹		2878	21620
216039B	SkyWays® Hexagon, Double Layer (40') Shade 10' Entrance Height ¹		3248	24695
216039C	SkyWays® Hexagon, Double Layer (40') Shade 12' Entrance Height ¹		3464	26805
216039D	SkyWays® Hexagon, Double Layer (40') Shade 14' Entrance Height ¹		3679	28435
216039A	SkyWays® Hexagon, Double Layer (40') Shade 8' Entrance Height ¹		3033	24555
216040B	SkyWays® Hexagon, Double Layer (45') Shade 10' Entrance Height ¹		10439	60480
216040C	SkyWays® Hexagon, Double Layer (45') Shade 12' Entrance Height ¹		10889	64480
216040D	SkyWays® Hexagon, Double Layer (45') Shade 14' Entrance Height ¹		11340	68475
216040A	SkyWays® Hexagon, Double Layer (45') Shade 8' Entrance Height ¹		9989	55870
216041B	SkyWays® Hexagon, Double Layer (50') Shade 10' Entrance Height ¹		10900	65975
216041C	SkyWays® Hexagon, Double Layer (50') Shade 12' Entrance Height ¹		11351	67365
216041D	SkyWays® Hexagon, Double Layer (50') Shade 14' Entrance Height ¹		11801	72305
216041A	SkyWays® Hexagon, Double Layer (50') Shade 8' Entrance Height ¹		10450	58795
216034B	SkyWays® Hexagon, Single Layer (35') Shade 10' Entrance Height ¹		2730	20235
216034F	SkyWays® Hexagon, Single Layer (35') Shade 10' Entrance Height w/Rapid Release® ¹		2770	24160
216034C	SkyWays® Hexagon, Single Layer (35') Shade 12' Entrance Height ¹		2945	22015
216034G	SkyWays® Hexagon, Single Layer (35') Shade 12' Entrance Height w/Rapid Release® ¹		2985	26230
216034D	SkyWays® Hexagon, Single Layer (35') Shade 14' Entrance Height ¹		3161	23230
216034H	SkyWays® Hexagon, Single Layer (35') Shade 14' Entrance Height w/Rapid Release® ¹		3201	26690
216034A	SkyWays® Hexagon, Single Layer (35') Shade 8' Entrance Height ¹		2514	18725
216034E	SkyWays® Hexagon, Single Layer (35') Shade 8' Entrance Height w/Rapid Release® ¹		2554	21885
216035B	SkyWays® Hexagon, Single Layer (40') Shade 10' Entrance Height ¹		2884	22170
216035F	SkyWays® Hexagon, Single Layer (40') Shade 10' Entrance Height w/Rapid Release® ¹		2924	25915
216035C	SkyWays® Hexagon, Single Layer (40') Shade 12' Entrance Height ¹		3100	22285
216035G	SkyWays® Hexagon, Single Layer (40') Shade 12' Entrance Height w/Rapid Release® ¹		3140	26785
216035D	SkyWays® Hexagon, Single Layer (40') Shade 14' Entrance Height ¹		3315	24400
216035H	SkyWays® Hexagon, Single Layer (40') Shade 14' Entrance Height w/Rapid Release® ¹		3355	28825
216035A	SkyWays® Hexagon, Single Layer (40') Shade 8' Entrance Height ¹		2669	19885
216035E	SkyWays® Hexagon, Single Layer (40') Shade 8' Entrance Height w/Rapid Release® ¹		2709	22460
216036B	SkyWays® Hexagon, Single Layer (45') Shade 10' Entrance Height ¹		9619	54910
216036C	SkyWays® Hexagon, Single Layer (45') Shade 12' Entrance Height ¹		10069	59455
216036D	SkyWays® Hexagon, Single Layer (45') Shade 14' Entrance Height ¹		10520	62620
216036A	SkyWays® Hexagon, Single Layer (45') Shade 8' Entrance Height ¹		9169	50050

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
216037B	SkyWays® Hexagon, Single Layer (50') Shade 10' Entrance Height ¹		10080	58905
216037C	SkyWays® Hexagon, Single Layer (50') Shade 12' Entrance Height ¹		10530	59435
216037D	SkyWays® Hexagon, Single Layer (50') Shade 14' Entrance Height ¹		10981	63265
216037A	SkyWays® Hexagon, Single Layer (50') Shade 8' Entrance Height ¹		9630	55895
227368B	SkyWays® Hip (18'x18') Shade 10' Entrance Height ¹		480	7055
227368F	SkyWays® Hip (18'x18') Shade 10' Entrance Height w/Rapid Release® ¹		520	8690
227368C	SkyWays® Hip (18'x18') Shade 12' Entrance Height ¹		500	7575
227368G	SkyWays® Hip (18'x18') Shade 12' Entrance Height w/Rapid Release® ¹		540	9060
227368D	SkyWays® Hip (18'x18') Shade 14' Entrance Height ¹		600	8055
227368H	SkyWays® Hip (18'x18') Shade 14' Entrance Height w/Rapid Release® ¹		640	9130
227368A	SkyWays® Hip (18'x18') Shade 8' Entrance Height ¹		360	6615
227368E	SkyWays® Hip (18'x18') Shade 8' Entrance Height w/Rapid Release® ¹		400	8085
237666B	SkyWays® Hip (20'x20') Shade 10' Entrance Height ¹		500	7845
237666F	SkyWays® Hip (20'x20') Shade 10' Entrance Height w/Rapid Release® ¹		540	9355
237666C	SkyWays® Hip (20'x20') Shade 12' Entrance Height ¹		600	8485
237666G	SkyWays® Hip (20'x20') Shade 12' Entrance Height w/Rapid Release® ¹		640	9550
237666D	SkyWays® Hip (20'x20') Shade 14' Entrance Height ¹		700	8720
237666H	SkyWays® Hip (20'x20') Shade 14' Entrance Height w/Rapid Release® ¹		740	10405
237666A	SkyWays® Hip (20'x20') Shade 8' Entrance Height ¹		480	7530
237666E	SkyWays® Hip (20'x20') Shade 8' Entrance Height w/Rapid Release® ¹		520	8690
227369B	SkyWays® Hip (24'x24') Shade 10' Entrance Height ¹		650	8775
227369F	SkyWays® Hip (24'x24') Shade 10' Entrance Height w/Rapid Release® ¹		690	10255
227369C	SkyWays® Hip (24'x24') Shade 12' Entrance Height ¹		720	9690
227369G	SkyWays® Hip (24'x24') Shade 12' Entrance Height w/Rapid Release® ¹		760	10365
227369D	SkyWays® Hip (24'x24') Shade 14' Entrance Height ¹		840	10330
227369H	SkyWays® Hip (24'x24') Shade 14' Entrance Height w/Rapid Release® ¹		880	11565
227369A	SkyWays® Hip (24'x24') Shade 8' Entrance Height ¹		600	8695
227369E	SkyWays® Hip (24'x24') Shade 8' Entrance Height w/Rapid Release® ¹		640	9725
227370B	SkyWays® Hip (28'x28') Shade 10' Entrance Height ¹		960	10240
227370F	SkyWays® Hip (28'x28') Shade 10' Entrance Height w/Rapid Release® ¹		1000	11385
227370C	SkyWays® Hip (28'x28') Shade 12' Entrance Height ¹		1080	11565
227370G	SkyWays® Hip (28'x28') Shade 12' Entrance Height w/Rapid Release® ¹		1120	12700
227370D	SkyWays® Hip (28'x28') Shade 14' Entrance Height ¹		1200	11655
227370H	SkyWays® Hip (28'x28') Shade 14' Entrance Height w/Rapid Release® ¹		1240	12775
227370A	SkyWays® Hip (28'x28') Shade 8' Entrance Height ¹		840	9665
227370E	SkyWays® Hip (28'x28') Shade 8' Entrance Height w/Rapid Release® ¹		880	11310
227371B	SkyWays® Hip (30'x30') Shade 10' Entrance Height ¹		1200	13295
227371F	SkyWays® Hip (30'x30') Shade 10' Entrance Height w/Rapid Release® ¹		1240	15220
227371C	SkyWays® Hip (30'x30') Shade 12' Entrance Height ¹		1275	14405
227371G	SkyWays® Hip (30'x30') Shade 12' Entrance Height w/Rapid Release® ¹		1315	15700
227371D	SkyWays® Hip (30'x30') Shade 14' Entrance Height ¹		1320	14525
227371H	SkyWays® Hip (30'x30') Shade 14' Entrance Height w/Rapid Release® ¹		1360	16570
227371A	SkyWays® Hip (30'x30') Shade 8' Entrance Height ¹		1080	12595
227371E	SkyWays® Hip (30'x30') Shade 8' Entrance Height w/Rapid Release® ¹		1120	14150
215186B	SkyWays® Hip (35'x35') Shade 10' Entrance Height ^{2,3}		2106	17305

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
215186F	SkyWays® Hip (35'x35') Shade 10' Entrance Height w/Rapid Release® 2,3		2146	18440
215186C	SkyWays® Hip (35'x35') Shade 12' Entrance Height 2,3		2250	18415
215186G	SkyWays® Hip (35'x35') Shade 12' Entrance Height w/Rapid Release® 2,3		2290	19990
215186D	SkyWays® Hip (35'x35') Shade 14' Entrance Height 2,3		2393	20085
215186H	SkyWays® Hip (35'x35') Shade 14' Entrance Height w/Rapid Release® 2,3		2433	20475
215186A	SkyWays® Hip (35'x35') Shade 8' Entrance Height 2,3		1962	15875
215186E	SkyWays® Hip (35'x35') Shade 8' Entrance Height w/Rapid Release® 2,3		2002	16995
215187B	SkyWays® Hip (40'x40') Shade 10' Entrance Height 1		2263	18700
215187F	SkyWays® Hip (40'x40') Shade 10' Entrance Height w/Rapid Release® 1		2303	20350
215187C	SkyWays® Hip (40'x40') Shade 12' Entrance Height 1		2407	20790
215187G	SkyWays® Hip (40'x40') Shade 12' Entrance Height w/Rapid Release® 1		2447	21215
215187D	SkyWays® Hip (40'x40') Shade 14' Entrance Height 1		2550	20935
215187H	SkyWays® Hip (40'x40') Shade 14' Entrance Height w/Rapid Release® 1		2590	21705
215187A	SkyWays® Hip (40'x40') Shade 8' Entrance Height 1		2119	18555
215187E	SkyWays® Hip (40'x40') Shade 8' Entrance Height w/Rapid Release® 1		2159	19460
267723B	SkyWays® Single Post Hypar 10'x10' Shade 10' Entrance Height 1		250	4380
267723F	SkyWays® Single Post Hypar 10'x10' Shade 10' Entrance Height w/Rapid Release 1		325	5545
267723C	SkyWays® Single Post Hypar 10'x10' Shade 12' Entrance Height 1		270	4540
267723G	SkyWays® Single Post Hypar 10'x10' Shade 12' Entrance Height w/Rapid Release 1		345	5780
267723D	SkyWays® Single Post Hypar 10'x10' Shade 14' Entrance Height 1		290	4755
267723H	SkyWays® Single Post Hypar 10'x10' Shade 14' Entrance Height w/Rapid Release 1		365	6025
267723A	SkyWays® Single Post Hypar 10'x10' Shade 8' Entrance Height 1		230	4220
267723E	SkyWays® Single Post Hypar 10'x10' Shade 8' Entrance Height w/Rapid Release 1		305	5415
267724B	SkyWays® Single Post Hypar 12'x12' Shade 10' Entrance Height 1		295	4940
267724F	SkyWays® Single Post Hypar 12'x12' Shade 10' Entrance Height w/Rapid Release 1		370	6545
267724C	SkyWays® Single Post Hypar 12'x12' Shade 12' Entrance Height 1		305	4950
267724G	SkyWays® Single Post Hypar 12'x12' Shade 12' Entrance Height w/Rapid Release 1		380	6800
267724D	SkyWays® Single Post Hypar 12'x12' Shade 14' Entrance Height 1		315	5230
267724H	SkyWays® Single Post Hypar 12'x12' Shade 14' Entrance Height w/Rapid Release 1		390	6920
267724A	SkyWays® Single Post Hypar 12'x12' Shade 8' Entrance Height 1		285	4780
267724E	SkyWays® Single Post Hypar 12'x12' Shade 8' Entrance Height w/Rapid Release 1		360	6510
267725B	SkyWays® Single Post Hypar 14'x14' Shade 10' Entrance Height 1		491	5450
267725F	SkyWays® Single Post Hypar 14'x14' Shade 10' Entrance Height w/Rapid Release 1		566	7230
267725C	SkyWays® Single Post Hypar 14'x14' Shade 12' Entrance Height 1		503	5545
267725G	SkyWays® Single Post Hypar 14'x14' Shade 12' Entrance Height w/Rapid Release 1		578	7475
267725D	SkyWays® Single Post Hypar 14'x14' Shade 14' Entrance Height 1		515	5795
267725H	SkyWays® Single Post Hypar 14'x14' Shade 14' Entrance Height w/Rapid Release 1		590	7235
267725A	SkyWays® Single Post Hypar 14'x14' Shade 8' Entrance Height 1		479	5365
267725E	SkyWays® Single Post Hypar 14'x14' Shade 8' Entrance Height w/Rapid Release 1		554	7010
267726B	SkyWays® Single Post Hypar 16'x16' Shade 10' Entrance Height 1		571	6020
267726F	SkyWays® Single Post Hypar 16'x16' Shade 10' Entrance Height w/Rapid Release 1		646	7970
267726C	SkyWays® Single Post Hypar 16'x16' Shade 12' Entrance Height 1		583	6370
267726G	SkyWays® Single Post Hypar 16'x16' Shade 12' Entrance Height w/Rapid Release 1		658	7840
267726D	SkyWays® Single Post Hypar 16'x16' Shade 14' Entrance Height 1		595	6415

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only.
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
267726H	SkyWays® Single Post Hypar 16'x16' Shade 14' Entrance Height w/Rapid Release ¹		670	8250
267726A	SkyWays® Single Post Hypar 16'x16' Shade 8' Entrance Height ¹		559	5885
267726E	SkyWays® Single Post Hypar 16'x16' Shade 8' Entrance Height w/Rapid Release ¹		634	7945
237668B	SkyWays® Single Post Pyramid (10'x10') Shade 10' Entrance Height ¹		250	4315
237668F	SkyWays® Single Post Pyramid (10'x10') Shade 10' Entrance Height w/Rapid Release® ¹		325	5580
237668C	SkyWays® Single Post Pyramid (10'x10') Shade 12' Entrance Height ¹		270	4410
237668G	SkyWays® Single Post Pyramid (10'x10') Shade 12' Entrance Height w/Rapid Release® ¹		345	5590
237668D	SkyWays® Single Post Pyramid (10'x10') Shade 14' Entrance Height ¹		290	4790
237668H	SkyWays® Single Post Pyramid (10'x10') Shade 14' Entrance Height w/Rapid Release® ¹		365	5755
237668A	SkyWays® Single Post Pyramid (10'x10') Shade 8' Entrance Height ¹		230	4150
237668E	SkyWays® Single Post Pyramid (10'x10') Shade 8' Entrance Height w/Rapid Release® ¹		305	5380
237669B	SkyWays® Single Post Pyramid (12'x12') Shade 10' Entrance Height ¹		295	4750
237669F	SkyWays® Single Post Pyramid (12'x12') Shade 10' Entrance Height w/Rapid Release® ¹		370	6410
237669C	SkyWays® Single Post Pyramid (12'x12') Shade 12' Entrance Height ¹		305	4875
237669G	SkyWays® Single Post Pyramid (12'x12') Shade 12' Entrance Height w/Rapid Release® ¹		380	6805
237669D	SkyWays® Single Post Pyramid (12'x12') Shade 14' Entrance Height ¹		315	5160
237669H	SkyWays® Single Post Pyramid (12'x12') Shade 14' Entrance Height w/Rapid Release® ¹		390	6795
237669A	SkyWays® Single Post Pyramid (12'x12') Shade 8' Entrance Height ¹		285	4860
237669E	SkyWays® Single Post Pyramid (12'x12') Shade 8' Entrance Height w/Rapid Release® ¹		360	6200
237670B	SkyWays® Single Post Pyramid (14'x14') Shade 10' Entrance Height ¹		491	5555
237670F	SkyWays® Single Post Pyramid (14'x14') Shade 10' Entrance Height w/Rapid Release® ¹		566	7325
237670C	SkyWays® Single Post Pyramid (14'x14') Shade 12' Entrance Height ¹		503	5870
237670G	SkyWays® Single Post Pyramid (14'x14') Shade 12' Entrance Height w/Rapid Release® ¹		578	7410
237670D	SkyWays® Single Post Pyramid (14'x14') Shade 14' Entrance Height ¹		515	5860
237670H	SkyWays® Single Post Pyramid (14'x14') Shade 14' Entrance Height w/Rapid Release® ¹		590	7575
237670A	SkyWays® Single Post Pyramid (14'x14') Shade 8' Entrance Height ¹		479	5205
237670E	SkyWays® Single Post Pyramid (14'x14') Shade 8' Entrance Height w/Rapid Release® ¹		554	7020
237671B	SkyWays® Single Post Pyramid (16'x16') Shade 10' Entrance Height ¹		571	6135
237671F	SkyWays® Single Post Pyramid (16'x16') Shade 10' Entrance Height w/Rapid Release® ¹		646	8015
237671C	SkyWays® Single Post Pyramid (16'x16') Shade 12' Entrance Height ¹		583	6605
237671G	SkyWays® Single Post Pyramid (16'x16') Shade 12' Entrance Height w/Rapid Release® ¹		658	8125
237671D	SkyWays® Single Post Pyramid (16'x16') Shade 14' Entrance Height ¹		595	6680
237671H	SkyWays® Single Post Pyramid (16'x16') Shade 14' Entrance Height w/Rapid Release® ¹		670	8220
237671A	SkyWays® Single Post Pyramid (16'x16') Shade 8' Entrance Height ¹		559	6195
237671E	SkyWays® Single Post Pyramid (16'x16') Shade 8' Entrance Height w/Rapid Release® ¹		634	7950
237677A	SkyWays® Triangle Sail (20'x20'x20') Shade 8'/10'/12' Entry Height ¹		898	12955

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
237676B	SkyWays® Two-Post Hip (14'x22") Shade 10' Entrance Height ¹		795	7125
237676F	SkyWays® Two-Post Hip (14'x22") Shade 10' Entrance Height w/Rapid Release® ¹		870	7865
237676C	SkyWays® Two-Post Hip (14'x22") Shade 12' Entrance Height ¹		810	7380
237676G	SkyWays® Two-Post Hip (14'x22") Shade 12' Entrance Height w/Rapid Release® ¹		885	8520
237676D	SkyWays® Two-Post Hip (14'x22") Shade 14' Entrance Height ¹		825	7480
237676H	SkyWays® Two-Post Hip (14'x22") Shade 14' Entrance Height w/Rapid Release® ¹		900	8730
237676A	SkyWays® Two-Post Hip (14'x22") Shade 8' Entrance Height ¹		780	6750
237676E	SkyWays® Two-Post Hip (14'x22") Shade 8' Entrance Height w/Rapid Release® ¹		855	7855
159873A	Super CoolToppers® Pyramid (30'x30') 13'-9" Entrance Height (45" Bury)		1402	15565

¹ NOTE: Product ships from Dallas Skyways facility, a custom freight quote is required. Please request a freight quote from transportation_quotes@playlsi.com

² NOTE: A separate freight quote from Dallas Skyways facility is required for this model.

³ NOTE: 3-4 week lead time after engineering sign-off.

Freestanding Play Surfacing

114513A	Adhesive Tube 10.6 oz., Approximate Coverage: 3 Tiles per Tube	UPS	2	16
100626A	Galvanized Stake (30")	UPS	4	17
109694A	Geotextile Fabric	UPS	1	6.61
126205A	Transfer Station w/2 Handholds		83	1315
119214A	TuffTimbers™ 4' Length, Black Only	UPS	9	64
130799A	TuffTimbers™ Access Wedge Black Only		90	1055

Freestanding Play Signs

217914A	DigiFuse® Arched Sign Panel w/PS Posts		42	1360
298208A	Symbol Communication Sign w/2 Posts 2"SM	UPS	54	2205
298208A	Symbol Communication Sign w/2 Posts DB	UPS	63	1995
182504F	Welcome Sign Ages 18 m-12 yrs Direct Bury (CSA only) ¹	UPS	24	435
182504E	Welcome Sign Ages 18 m-5 yrs Direct Bury (CSA only) ¹	UPS	24	435
182504B	Welcome Sign Ages 2-12 years Direct Bury ¹	UPS	24	435
182504A	Welcome Sign Ages 2-5 years Direct Bury ¹	UPS	24	435
182504C	Welcome Sign Ages 5-12 years Direct Bury ¹	UPS	24	435
182504D	Welcome Sign Ages 6-23 months Direct Bury ¹	UPS	24	435

¹ NOTE: Playsystem orders may be eligible for a free welcome sign. Restrictions apply. Additional signs may be purchased (models shown here).

Freestanding Play Learning Wall

184868A	Ball Maze Panel (LW-10) ¹	UPS	55	1390
184870B	Bead and Block Panel w/Handles (LW-1) ¹	UPS	64	1445
184870A	Bead and Block Panel w/o Handles (LW-1) ¹	UPS	56	1185
184875A	Benches (2) w/1 End Panel Each Ground Level Only (LW-1) ¹	UPS	49	1105
184869A	Block Panel Tan Discs Only (LW-1) ¹	UPS	35	1055
184889A	Bongo Panel® (LW-1) ¹	UPS	43	1080
184891A	Bongo Reach Panel (LW) ¹	UPS	27	1030
184880A	Braille and Clock Panel (LW-10) ¹	UPS	41	1765
184853A	Bubble Panel (10") ¹	UPS	29	860
184873A	Chimes Panel (LW-10) ¹		47	1620
184898A	Color Splash Panel™ (LW-10) ¹		52	3465
184858A	Driver Panel (LW-1) ¹	UPS	47	915
184859A	Finger Maze Panel (LW-10) ¹	UPS	40	755
184893A	Fun Mirror Panel® (LW-10) ¹		53	2855
184876A	Gear Panel (LW-10) ¹		112	2225
184872A	Geometric Panel w/Handles (LW-10) ¹	UPS	38	955
184872B	Geometric Panel w/o Handles (LW-10) ¹	UPS	34	750
184854A	Hole Panel (LW-1) ¹	UPS	23	570
184881A	Hourglass Panel (LW-10) ¹		51	1880
184867A	House Panel (LW-1) ¹	UPS	30	670

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
184883A	Image Panel 176 Play Blocks (LW-10) ¹	UPS	63	1560
184896A	Kaleidospin Panel® (LW-10) ¹		74	3945
184897A	Marble Panel® (LW-10) ¹		54	2745
184882A	Match 4 Panel (LW-10) ¹	UPS	35	1135
184866A	Mirror Panel (LW-10) ¹	UPS	41	1210
184886A	Navigator Reach Panel (LW) ¹	UPS	26	760
184894A	Optigear Panel® (LW-10) ¹		49	3945
184877A	Periscope Panel (LW-10) ¹	UPS	55	1795
184878A	Pilot Panel (LW-1) ¹	UPS	45	1210
184855A	Puppet Panel (LW-1) ¹	UPS	27	570
184856A	Puppet Panel (LW-1) ¹	UPS	32	800
184899A	Rain Sound Wheel Panel™ (LW-10) ¹		68	2520
184888A	Ring-a-Bell™ Panel (LW-10) ¹	UPS	41	1570
184892A	Ring-a-Bell™ Reach Panel (LW) ¹	UPS	24	1115
184890A	Rock-n-Ring® Panel (LW-1) ¹	UPS	52	1910
184865A	Sand and Water Panel Tan Dish Only (LW-1) ¹	UPS	76	1560
188837A	Sign Language Panel (LW-10) ¹		33	930
184871A	Slant Entrance Panel (LW-1) ¹	UPS	52	1185
184852A	Slant Window Panel (LW-10) ¹	UPS	49	1500
184879A	Space Travel Panel (LW-10) ¹		50	1570
179230A	Square Peak Tile Roof w/Logo Panels (LW) ²		105	1765
179230B	Square Peak Tile Roof w/o Logo Panels (LW) ²		93	1620
179226A	Square Poly Roof w/Logo Panels (LW) ²		112	1570
179226B	Square Poly Roof w/o Logo Panels (LW) ²		99	1435
184887A	Storefront Panel Ground Level Only (LW-1) ¹	UPS	21	510
184861A	Table Panel Ground Level Only (LW-1) ¹	UPS	62	1335
184862A	Tic-Tac-Toe Panel Tan Discs Only (LW-10) ¹	UPS	45	1570
184860A	Tracing Panel (LW-10) ¹	UPS	33	765
184885A	Trail Tracker® Reach Panel (LW) ¹	UPS	14	535
184901A	Tunnel Panel (LW-1) ¹	UPS	77	1695
184895A	Xylofun Panel® (LW-10) ¹		48	2910
184857A	Zoo Panel (LW-1) ¹	UPS	25	570

¹ NOTE: Learning Wall Panels are mounted 1" above (LW-1) or 10" (LW-10) above the playing surface to accommodate the reach ranges of all children.

² NOTE: Free customized text on roof; limit approximately 15 characters including spaces. Validate customized text in design tools.

Freestanding Play Learning Wall Posts

115201B	Learning Wall Post DB 1" Panel Height	13	310
115201A	Learning Wall Post DB 10" Panel Height	14	315
115203B	Learning Wall Post for Roof DB 1" Panel Height	17	330
115203A	Learning Wall Post for Roof DB 10" Panel Height	18	340
115204B	Learning Wall Post for Roof SM 1" Panel Height	12	435
115204A	Learning Wall Post for Roof SM 10" Panel Height	10	455
115202B	Learning Wall Post SM 1" Panel Height	9	360
115202A	Learning Wall Post SM 10" Panel Height	11	375

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 6, 2024 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

**** ATTACHMENT A****



DRAWN BY: KCM

PG-1

PLAY EQUIPMENT PLAN

TOTAL AREA: 6629 SF

FALL HEIGHT: 8'

BORDER: 31 TIMBERS

USER CAPACITY: 100

SURFACING: 6100 SF EWF

529 SF PIP

SUBGRADE ELEV.: -12" BFF

ADA SCHEDULE	2-5	REQ	2	1	7
		PROV	2	9	7
	5-12	REQ	6	4	11
		PROV	11	11	11

WELCOME SIGN
TO BE LOCATED IN CONSULTATION WITH OWNER

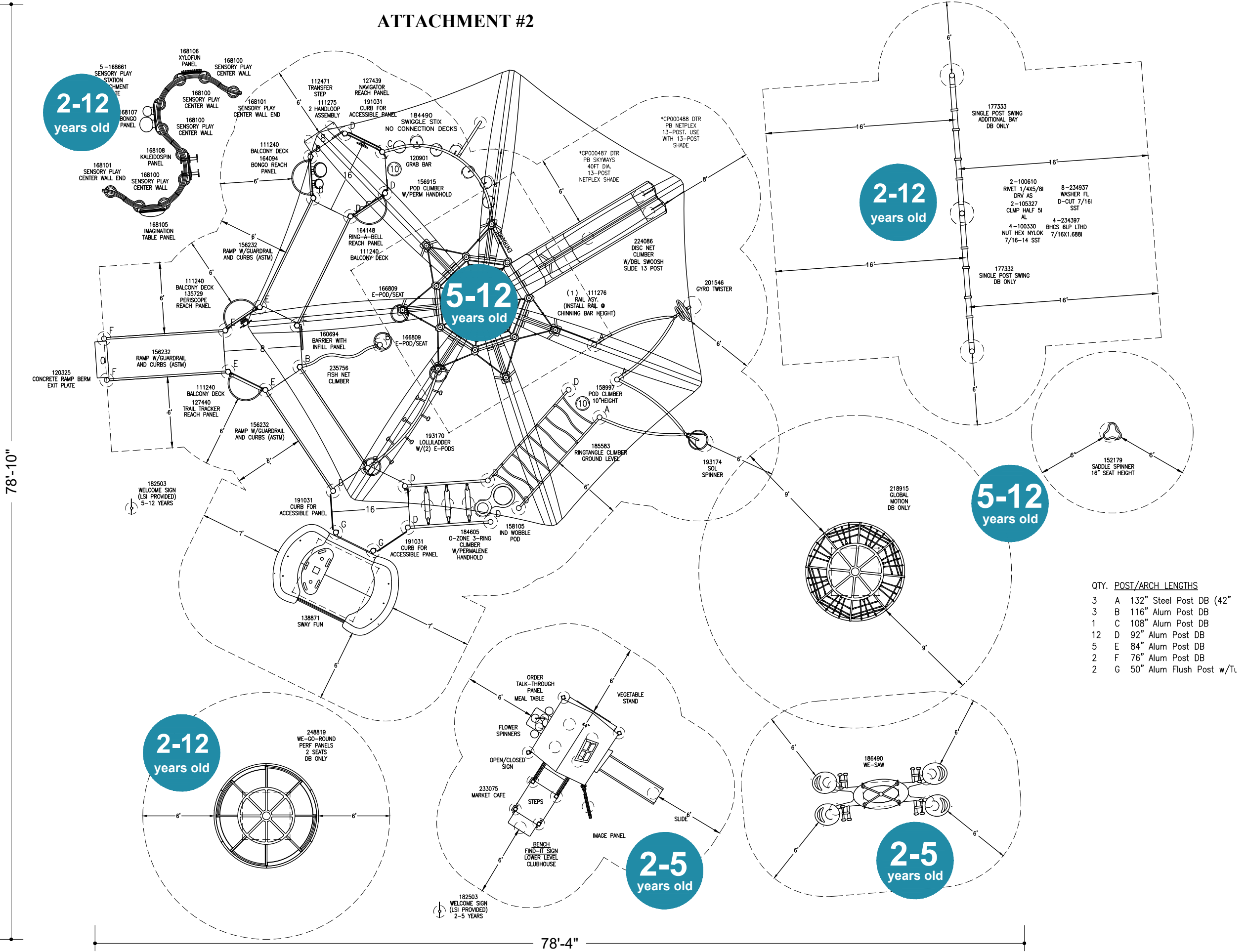
⚠ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

⚠ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:

- EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
- ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
- BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

Gilbert Park



PG-2

INSTALL PLAN

TOTAL AREA: 6629 SF
FALL HEIGHT: 8'
BORDER: 31 TIMBERS
USER CAPACITY: 100
SURFACING: 6100 SF EWF
529 SF PIP
SUBGRADE ELEV.:-12" BFF

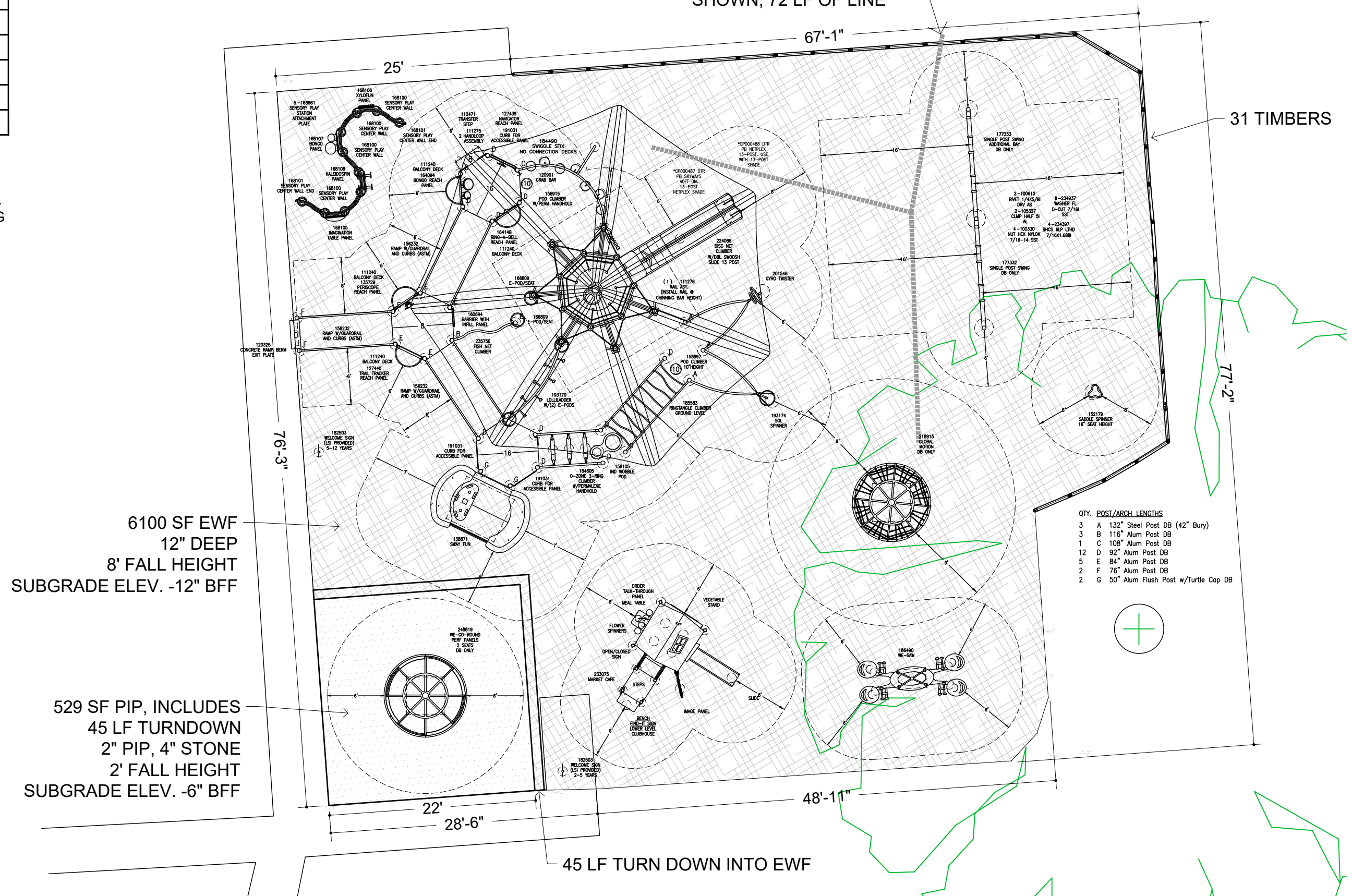
Δ WARNING
TIMBERS AS INSTALLED, MATCHING CONTOURS OF SITE, WILL LEAD TO WASHOUT IN NORTHEAST CORNER OF SITE. CONTINUOUS MAINTENANCE OF SURFACING RECOMMENDED. IF UNDER-DRAINAGE REQUIRED, MUST BE INSTALLED MIN. 12" BELOW EWF SURFACING.

Δ WARNING
A SIGNED AND EXECUTED HOLD HARMLESS REQUIRED TO INSTALL OTHER MANUFACTURERS SWING SEATS ON LSI SWING BAYS.

Δ INSTALLER NOTE
TIMBERS BURIED DEPTH MAY VARY BASED ON WHERE IN PARK PLACED. TOP OF TIMBER FLUSH WITH GRADE IN SOUTHEAST CORNER, AND FULLY EXPOSED IN NORTHEAST CORNER.

ATTACHMENT #2

RECOMMEND 3"-4" DRAIN LINE, WITH 2" MIN STONE COVERAGE BELOW EWF. AS SHOWN, 72 LF OF LINE



Gilbert Park

DRAWN
BY: KCM

PG-3

DEMO PLAN

TOTAL AREA: 6629 SF

FALL HEIGHT: 8'

BORDER: 31 TIMBERS

USER CAPACITY: 100

SURFACING: 6100 SF EWF

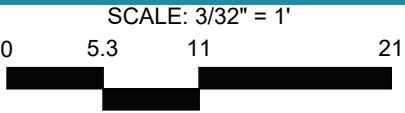
529 SF PIP

SUBGRADE ELEV.: -12" BFF

ATTACHMENT #2



Gilbert Park



TOTAL AREA: 6629 SF

FALL HEIGHT: 8'

BORDER: 31 TIMBERS

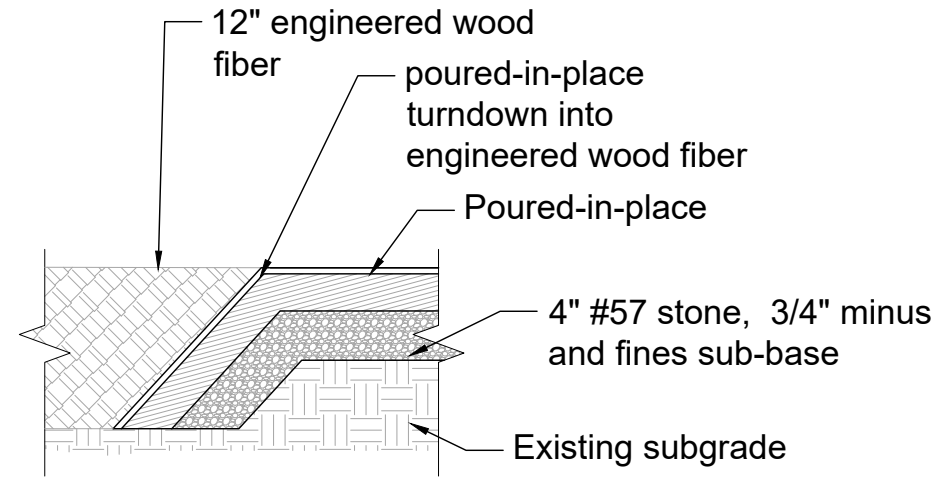
USER CAPACITY: 100

SURFACING: 6100 SF EWF

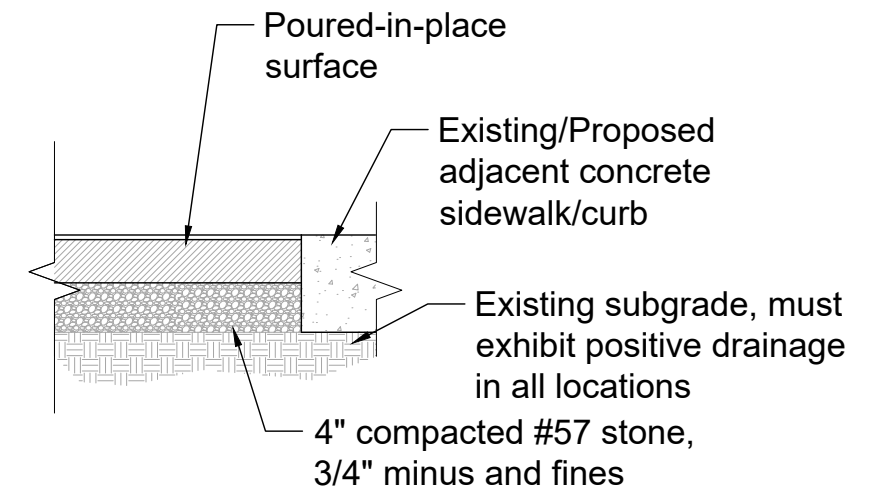
529 SF PIP

SUBGRADE ELEV.: -12" BFF

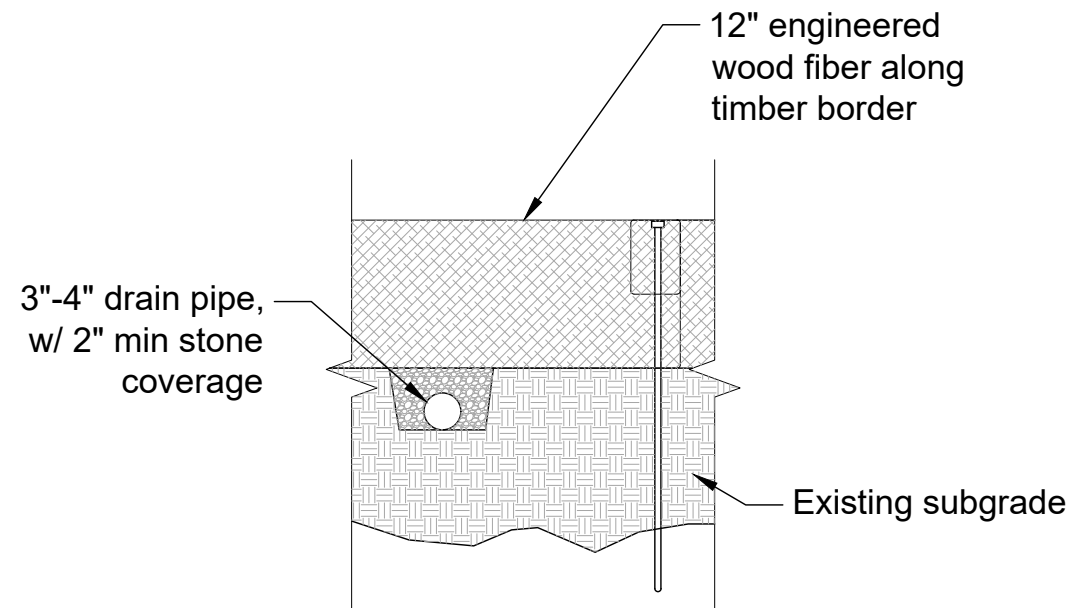
ATTACHMENT #2



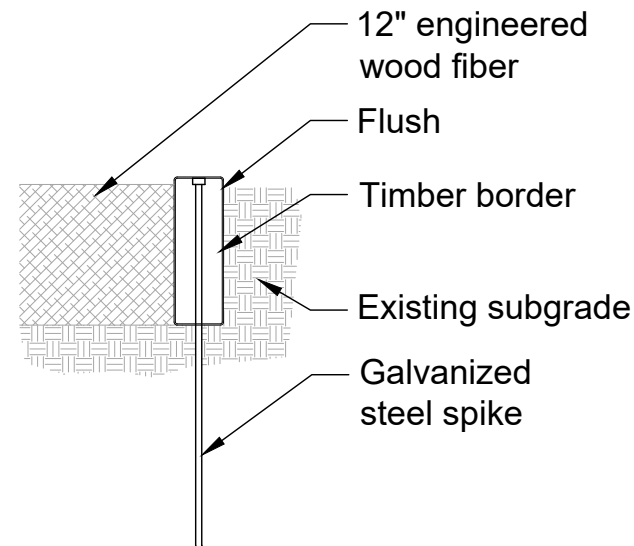
○ Poured-In-Place over Stone
at Engineered Wood Fiber



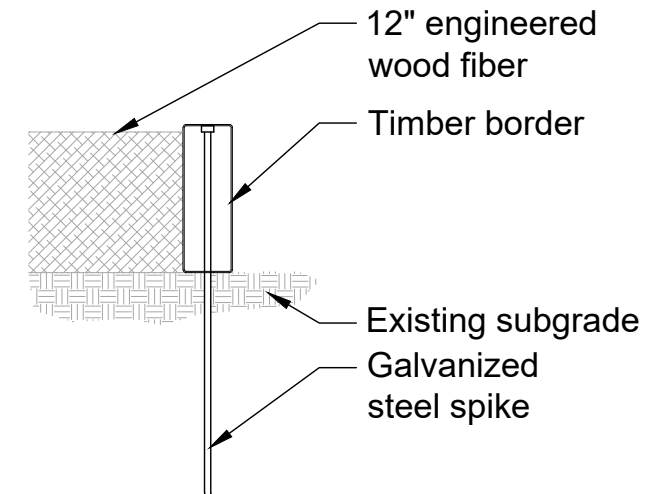
○ Poured-in-Place Surfacing



○ Engineered Wood Fiber
& Border w/recommended drain



○ Engineered Wood Fiber
w/ Timber Border Flush w/ Grade



○ Engineered Wood Fiber
w/ Timber Border

Δ INSTALLER NOTE

TIMBERS BURIED DEPTH MAY VARY BASED ON WHERE IN PARK PLACED. TOP OF TIMBER FLUSH WITH GRADE IN SOUTHEAST CORNER, AND FULLY EXPOSED IN NORTHEAST CORNER.

Gilbert Park

DRAWN
BY: KCM

PG-5

SITE OVERLAY

TOTAL AREA: 6629 SF

FALL HEIGHT: 8'

BORDER: 31 TIMBERS

USER CAPACITY: 100

SURFACING: 6100 SF EWF

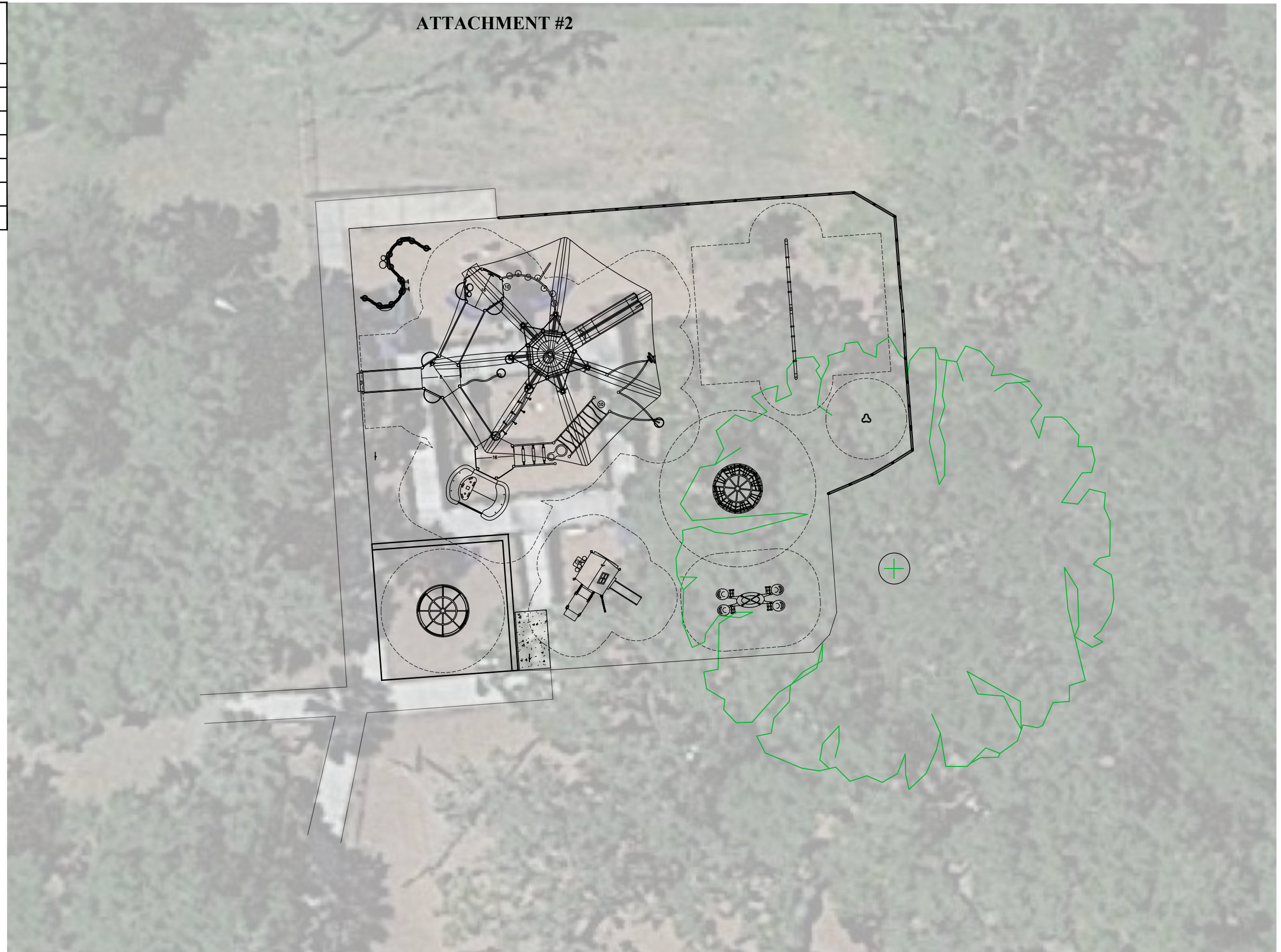
529 SF PIP

SUBGRADE ELEV.: -12" BFF

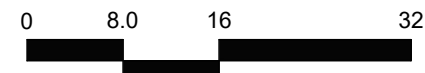
ATTACHMENT #2

Gilbert Park

Mount Dora, FL
February 6, 2024 City Council Regular Session Agenda Packet
PROJECT: 1001413-2024
NOT FOR CONSTRUCTION



SCALE: 1/16" = 1'



REP SERVICES, INC.
Experts at Play & Outdoor Spaces

Page 257 of 708
landscape
structures
7/19/2023 3:05:44 PM



Mt Dora Gilbert Park

19914-1-3 3D ONLY • 7.21.2023





Mt Dora Gilbert Park

19914-1-3 3D ONLY • 7.21.2023





Mt Dora Gilbert Park

19914-1-3 3D ONLY • 7.21.2023



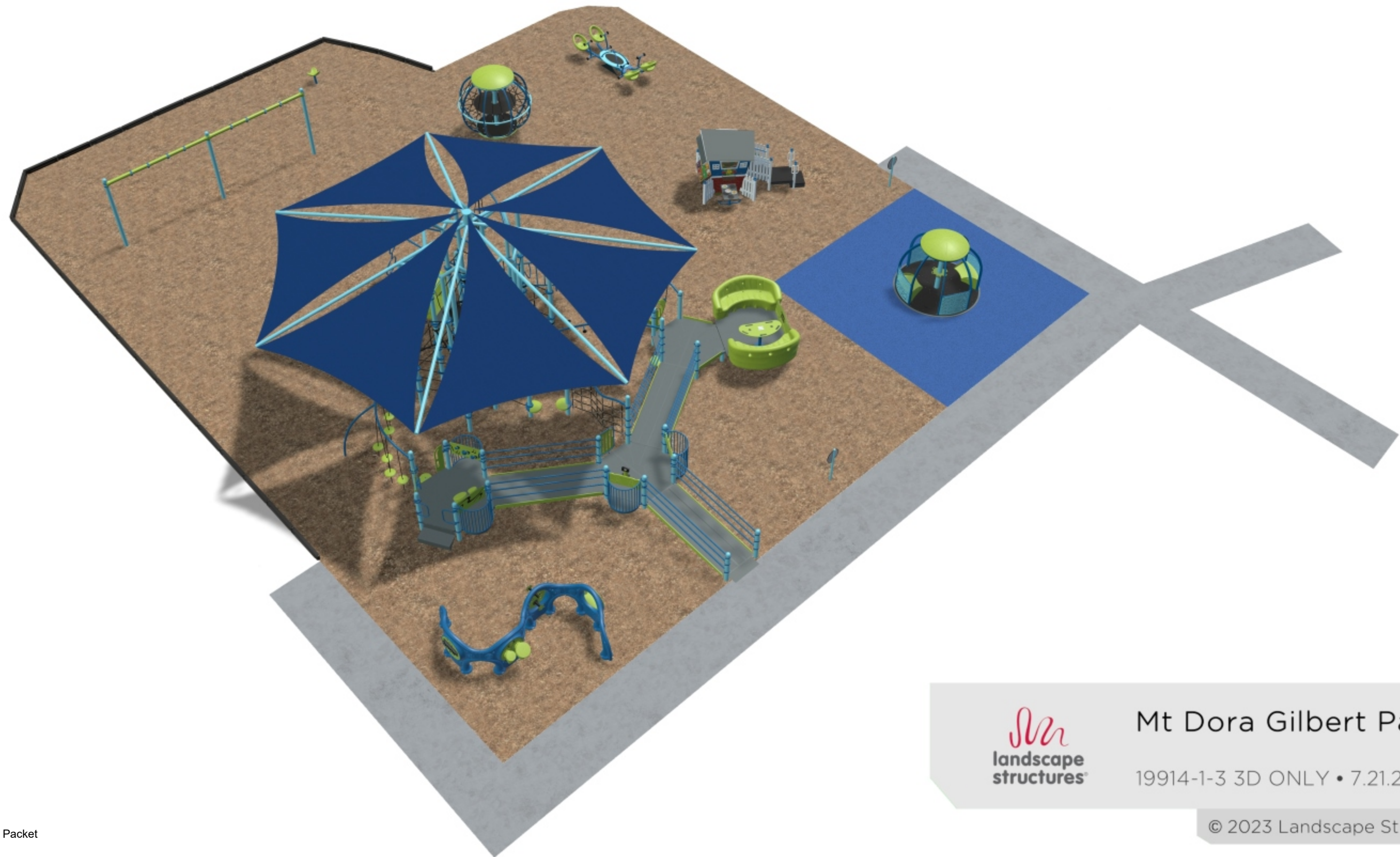


Mt Dora Gilbert Park

19914-1-3 3D ONLY • 7.21.2023



ATTACHMENT #2



Mt Dora Gilbert Park

19914-1-3 3D ONLY • 7.21.2023



© 2023 Landscape Structures. All Rights Reserved

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Rep Services, Inc. (Contractor) and the City of Mount Dora, dated February 7, 2023, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: Gilbert Park Playground
Project Amount: \$ \$600,213.29
Budget Account Number: 310-5555-580.63-01-PK2413
City Project Manager: Troy Shonk
Contractor: Rep Services, Inc.
Contractor Project Manager: Sara Carr

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

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u>	
Exhibit A – Scope of Work Exhibit B – Sub-Contractors Exhibit C – Schedule Exhibit D – Compensation	
Recommended By:	
Print: <u>Troy Shonk</u>	Date: <u>1-9-24</u>
Signature: <u>Troy Shonk</u>	
Reviewed By:	
Print: <u>Troy Shonk</u>	Date: <u>1-9-24</u>
Signature: <u>Troy Shonk</u>	
CONTRACTOR ACCEPTANCE	
Print Name: Bill Geary	Print Name:
Signature: <u>Bill Geary</u>	Signature:
Date: 1/9/2024	Date:



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

10/10/2023

RSI Project No. 19914.09

Troy Shonk
Parks and Recreation Director
City of Mount Dora
900 N Donnelly St
Mount Dora, FL 32757

RE: Gilbert Park Playground Task Authorization Package

Exhibit A: Scope of Work

1. Play Equipment
 - a. LSI Play Equipment Design 19914-1-3 2024.1 - Engineered and Delivered
 - i. Belt Swings provided by the city
 - b. 31 12" Plastic Border Timbers (4' Length) with Steel Spikes - Delivered
2. Shade
 - a. LSI SkyWays 40' Dia Super Netplex Shade - Engineered and Delivered
3. Surfacing
 - a. 305 CY Engineered Wood Fiber – Material, Freight & Installation
 - b. 529 SF EPDM Poured In Place Safety Surfacing Single Color Blend 50% Black/50% Standard Color 2" thick at 4' CFH – Material, Freight & Installation
4. Installation
 - a. Installation of Play Equipment based on Design 19914-1-3 2024.1
 - b. Installation of LSI SkyWays Shade based on RSI Design 19914-1-3 2024.1
 - c. Install concrete footing 14'x14'x2' for Shade
 - d. Install 529 SF subbase for surfacing #57 crushed recycled concrete
 - e. Haul-off excavated material from footings and removal of spoils
 - f. Bring in an average 1.25' of fill to bring site up to proper elevation to accommodate equipment. Grade smooth to required slopes -- 6,629 SF
 - g. Supply and install 4" sock pipe drain line in 16'x16' fabric lined stone trench with (3) 12" yard drains
 - h. Remove and haul off 6" thick concrete walk

Qualification and Exclusions:

1. The scope is limited to items listed on Attachment A. Any other added scope items or items required for permitting are excluded and will be charged as a change order.
 - a. Belt Swings are excluded
2. Enrollment of Owner Controlled Insurance Plan excluded
3. Davis Bacon Wage Rates and Certified Payroll Rates Excluded
4. Removal of existing play structure excluded
5. Sod & Landscape Restoration are excluded

Office Address: 165 W Jessup Ave Longwood, FL 32750
Phone: 407-831-9658 www.RepServices.com
State Cert# CGC 1508223



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

6. Site Security is excluded
7. Geotechnical, Soils and Concrete testing/reports are excluded
8. Dewatering and drainage considerations are excluded
9. An allowance of \$17,872.00 is included for permitting with the City of Mount Dora
10. An allowance of \$17,482.00 is included for Payment & Performance Bond (if needed)

Exhibit B: Price/GMP Breakdown

1. Play Equipment	\$ 302,198.95
2. Shade Equipment	\$ 51,652.60
3. Surfacing	\$ 32,021.14
4. Installation	\$,178,986.60
Subtotal	\$ 564,859.29
Permit Filing & Fees	\$ 17,872.00
Bond	\$ 17,482.00
Gross Maximum Price (GMP):	\$ 600,213.29

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.

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

14 Weeks: Shade Engineering or Shade with Playground Engineering

4 Weeks: Permitting/Submittal Approval

20 Weeks Longest manufacturing lead time. (Typical for scheduling.)

1 Week Shipping

9 Weeks Installation

48 Weeks TOTAL WEEKS

Note that RSI is committed to do all it can to meet the needs of your project.

Office Address: 165 W Jessup Ave Longwood, FL 32750
Phone: 407-831-9658 www.RepServices.com
State Cert# CGC 1508223



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Exhibit D: Construction Team

Owner's Representative: Troy Shonk (City of Mount Dora)

Construction Manager: Sara Carr (Rep Services)

Exhibit E: Construction Manager's Staff

Principal: Mary Langley

Project Manager: Sara Carr

Installer: John Bosgraaf

Staff Accountant: Nisha Singh

Administrative Assistance: Shela Brown

Exhibit F: Sub-Contractors

Landscape Structures

LSI Skyways

iMulch

No Fault Surfacing

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

Bill Geary | Vice President | (email): bill@repervices.com

Rep Services, Inc. | 165 W. Jessup Ave. | Longwood, FL 32750-4146

(office): 407.853.3585 | (fax): 866.232.8532 | (mobile): 321.277.4452 | (web):

www.repervices.com

Experts at Play & Outdoor Spaces



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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Approval of Purchase of Nine Police Vehicles and Installation of Necessary Equipment from Garber Ford and Garber Chevrolet Under the Florida Sheriff's Association Cooperative Purchasing Program.

Introduction:

This is a request for the City Council to approve the Purchase of Nine (9) Police Vehicles and the installation of necessary equipment under the Florida Sheriff's Association Cooperative Purchasing Program.

Discussion:

These purchases were approved for the 2022-2023 (four vehicles) and the 2023-2024 (five vehicles) fiscal years. The vehicles are described as follows: Seven (7) 2023 Ford Interceptor Explorers from Garber Ford and two (2) 2024 Chevrolet Silverado pickup trucks from Garber Chevrolet. DANA Safety Supply Inc. will supply and install the necessary emergency equipment, which includes emergency lights, sirens, a public address system, prisoner transport partitions, laptop stands, battery chargers, vehicle cargo safe and emergency vehicle decals. Motorola will supply the camera system for the vehicles and body cameras for the police officers. The original budget approval for these vehicles was described as hybrid engine vehicles. At this point in time, hybrid police vehicles are not available and will not be available for the foreseeable future. Presently, there is no option other than conventional gas-powered police vehicles.

Budget Impact:

\$422,641.95 (9 vehicles) from GL 001-5555-580.64-01

\$ 72,907.21 (Vehicle camera and body cameras) from GL 001-5555-580.64-01

\$171,040.30 (Emergency equipment and Installation) from GL 001-5555-580.64-01

Strategic Impact:

Public Safety

Recommendation:

City Council approve the purchase of the nine (9) police vehicles and the installation of necessary equipment.

Attachment(s):

1. Attachment #1 Garber Ford Quote - 7 Vehicles
2. Attachment #2 Garber Chevrolet GMC Inc. Quote - 2 vehicles
3. Attachment #3 Motorola Quote - 2 vehicles camera systems
4. Attachment #4 Motorola Quote - 7 vehicles camera systems
5. Attachment #5 Sheriff Contract and Price Sheets
6. DANA Safety Emergency Equipment - 7 Police Interceptor Explorers Quote for Approval
7. DANA Safety Emergency Equipment - 2 Police Interceptor Chevrolet Quote for Approval

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Michael Gibson, Chief of Police
Aneta Barton, Budget Director
City Attorney,
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 1/29/2024
Approved - 1/29/2024
Approved - 1/31/2024
Approved - 1/31/2024
Final Approval - 1/31/2024

ATTACHMENT #1



Mount Dora Police Dept.

Specification #	198
Unit Description	K8A/99B

Prepared for:

Prepared by:

1/8/2024

Mount Dora Police Dept.
Attn: Chief Gibson
gibsonm@cityofmounddora.com

Garber Ford

Dan Drake
(904) 264-2442 ext.2332 FAX: (904) 284-0054
3380 Hwy 17 Green Cove Springs, FL 32043
ddrake@garberautomall.com



Florida Sheriffs
Association

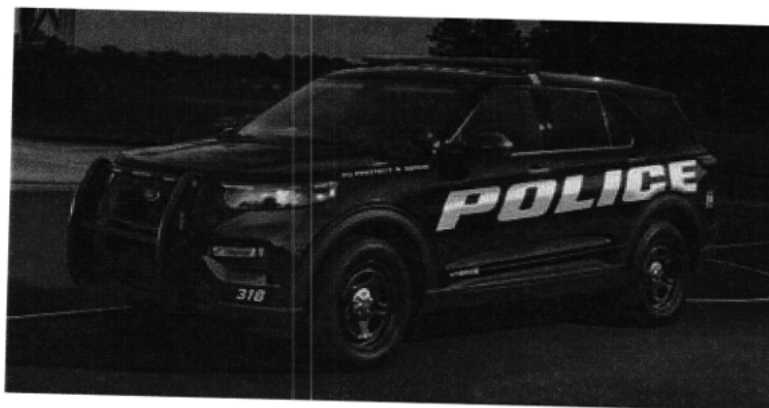
Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA23-VEL31.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2024. If you have any questions regarding this quote please
call!

		Base Price		Central
K8A/99B		2024 Ford Police Interceptor Utility		\$45,121.00
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
K8A/99B	*****2023 Ford Interceptor Utility K8A/99B*****	Included		\$0.00
500A	Order Code 500A	Included		\$0.00
99B	Engine: 3.3L V6 Direct-Injection	Included		\$0.00
44U	Transmission: 10-Speed Automatic (44U)	Included		\$0.00
YZ	Oxford White	Included		\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included		\$0.00
153	Front License Plate Bracket	Included		\$0.00
51R	Driver Only LED Spot Lamp (Unity)	Included		\$0.00
86T	Tail Lamp/Police Interceptor Housing Only	59.00		\$59.00
17T	Switchable Red/White Lighting in Cargo Area	49.00		\$49.00
43D	Dark Car Feature	24.00		\$24.00
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert	544.00		\$544.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	Included		\$0.00
593	Perimeter Anti-Theft Alarm	119.00		\$119.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	49.00		\$49.00
67V	Front & Rear Police Wire Harness Connector Kit	184.00		\$184.00
68G	Rear-Door Controls Inoperable	74.00		\$74.00
85R	Rear Console Plate	44.00		\$44.00
NON OEM OPTIONS:				
TINT	Dealer Tint All Windows Legal Includes Windshield Strip	320.00		\$320.00
DEL	Delivery	Included		\$0.00
YTAG	Yellow City Tag	116.55		\$116.55
TOTAL PURCHASE AMOUNT PER VEHICLE				\$ 46,703.55
TOTAL PURCHASE AMOUNT X 7				\$ 326,924.85



ATTACHMENT #1

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD



ATTACHMENT #1



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP	MSRP
K8A	2023 Ford Police Interceptor Utility AWD	\$47,165.00	\$47,165.00

COLORS

CODE	DESCRIPTION
YZ	Oxford White

ENGINE

CODE	DESCRIPTION	MSRP	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	(\$2,830.00)	(\$2,830.00)

TRANSMISSION

CODE	DESCRIPTION	MSRP	MSRP
44U	Transmission: 10-Speed Automatic (44U)	\$0.00	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP	MSRP
500A	Order Code 500A	\$0.00	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP	MSRP
—	3.73 Axle Ratio (STD)	\$0.00	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP	MSRP
YZ	Oxford White	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

Jan 8, 2024

ATTACHMENT #1



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (☒ Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP	MSRP
153	Front License Plate Bracket	\$0.00	\$0.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00	\$395.00
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	\$60.00	\$60.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

Jan 8, 2024



ATTACHMENT #1

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP	MSRP
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	\$50.00	\$50.00
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	\$0.00	\$0.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$25.00	\$25.00
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps	\$545.00	\$545.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	\$340.00	\$340.00
593	Perimeter Anti-Theft Alarm -inc: Activated by hood, door or liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn	\$120.00	\$120.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00	\$50.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00	\$100.00
67V	Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$185.00	\$185.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	\$75.00	\$75.00
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	\$45.00	\$45.00
Options Total		(\$840.00)	(\$840.00)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

Jan 8, 2024

ATTACHMENT #1



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Price Summary

PRICE SUMMARY

	MSRP	MSRP
Base Price	\$47,165.00	\$47,165.00
Total Options	(\$840.00)	(\$840.00)
Vehicle Subtotal	\$46,325.00	\$46,325.00
Destination Charge	\$1,595.00	\$1,595.00
Grand Total	\$47,920.00	\$47,920.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

Jan 8, 2024



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
 Transmission: 10-Speed Automatic (STD)
 3.73 Axle Ratio (STD)
 50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
 Transmission w/Oil Cooler
 Automatic Full-Time All-Wheel
 Engine Oil Cooler
 80-Amp/Hr 800CCA Maintenance-Free Battery
 Hybrid Electric Motor 220 Amp Alternator
 Class III Towing Equipment -inc: Hitch
 Trailer Wiring Harness
 Police/Fire
 1670# Maximum Payload
 GVWR: 6,840 lbs (3,103 kgs)
 Gas-Pressurized Shock Absorbers
 Front And Rear Anti-Roll Bars
 Electric Power-Assist Steering
 19 Gal. Fuel Tank
 Dual Stainless Steel Exhaust
 Permanent Locking Hubs
 Strut Front Suspension w/Coil Springs
 Multi-Link Rear Suspension w/Coil Springs
 Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
 Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
 Tires: 255/60R18 AS BSW
 Steel Spare Wheel

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



ATTACHMENT #1

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior

Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Integrated Roof Antenna
1 LCD Monitor In The Front

Interior

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

Jan 8, 2024



ATTACHMENT #1

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Interior

Power Rear Windows and Fixed 3rd Row Windows
Fleet Telematics Modem Selective Service Internet Access
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Analog Appearance

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

Jan 8, 2024

ATTACHMENT #1



Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Interior

Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

ATTACHMENT #2

Mount Dora Police Dept.



Specification #	205
Unit Description	CK10543/SW4

Prepared for:

Prepared by:

1/8/2024

Mount Dora Police Dept.
Attn: Chief Gibson
gibsonm@cityofmoundora.com

Garber Chevrolet GMC Inc.

Dan Drake
(904) 264-2442 ext.2332 FAX: (904) 284-0054
3340 Hwy 17 Green Cove Springs, FL 32043
ddrake@garberautomall.com



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association (www.fisheriffs.org)
Purchasing contract number is FSA23-VEL31.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2024. If you have any questions regarding this quote please
call!

		Base Price Central		
CK10543/SW4		2024 Chevrolet Silverado 1500 4WD Crew Cab 147"		
		\$45,432.00		
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1WT	Work Truck Preferred Equipment Group includes standard equipment	Included		\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included		\$0.00
MI2	Transmission, 10-speed automatic	Included		\$0.00
QDV	Tires, 265/70R17 all-terrain, blackwall	200.00	(4.00)	\$196.00
GAZ	Summit White Exterior Color	Included		\$0.00
AZ3	Seats, front 40/20/40 split-bench	Included		\$0.00
H0U	Jet Black, Cloth seat trim	Included		\$0.00
SW4	Special Service Package	Included		\$0.00
AMF	Remote Keyless Entry Package	Included		\$0.00
Z82	Trailer Package	425.00	(9.00)	\$416.00
ZLQ	WT Fleet Convenience	Included		\$0.00
G80	Auto-locking rear differential	395.00	(8.00)	\$387.00
JL1	Trailer brake controller	275.00	(6.00)	\$269.00
NZZ	Skid Plates	150.00	(3.00)	\$147.00
QT5	Tailgate	Included		\$0.00
VK3	License plate kit	Included		\$0.00
A2X	Seat adjuster	Included		\$0.00
NON OEM OPTIONS:				
TINT	Dealer Tint All Windows Legal Includes Windshield Strip	320.00		\$320.00
SIBL	Professional Spray In Bed Liner Linex	575.00		\$575.00
LHS	Left Hand Spot Lamp (Unity)	Included		\$0.00
DEL	Delivery	Included		\$0.00
YTAG	Yellow City Tag	116.55		\$116.55
TOTAL PURCHASE AMOUNT PER VEHICLE				\$ 47,858.55
TOTAL PURCHASE AMOUNT X 2				\$ 95,717.10

ATTACHMENT #2



Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck



ATTACHMENT #2



Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

Selected Model and Options

MODEL			
CODE	MODEL	MSRP	MSRP
CK10543	2024 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	\$45,800.00	\$45,800.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS			
CODE	DESCRIPTION	MSRP	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

ENGINE			
CODE	DESCRIPTION	MSRP	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	\$1,595.00	\$1,595.00

TRANSMISSION			
CODE	DESCRIPTION	MSRP	MSRP
MI2	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (9C1) Police Pursuit Package, (5W4) Special Services Package or (FHS) E85 FlexFuel capability.)	Inc.	Inc.

GVWR			
CODE	DESCRIPTION	MSRP	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	Inc.	Inc.

AXLE			
CODE	DESCRIPTION	MSRP	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

ATTACHMENT #2



Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP	MSRP
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	\$0.00	\$0.00

TIRES

CODE	DESCRIPTION	MSRP	MSRP
QDV	Tires, 265/70R17 all-terrain, blackwall	\$200.00	\$200.00

SPARE TIRE

CODE	DESCRIPTION	MSRP	MSRP
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)	Inc.	Inc.

PAINT

CODE	DESCRIPTION	MSRP	MSRP
GAZ	Summit White	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP	MSRP
H0U	Jet Black, Cloth seat trim (On 1WT models requires (ZLQ) WT Fleet Convenience Package and (A2X) 10-way power driver seat adjuster. Not available with (ZW9) pickup bed delete.)	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	MSRP	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

ATTACHMENT #2



Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP	MSRP
5W4	Special Service Package includes (K47) high-capacity air filter, (KW5) 220-amp alternator, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (5J1) Calibration, keyless remote panic button exterior lights/horn disable, (5J3) Calibration and Surveillance Mode Interior & Exterior Lighting, (6J7) headlamp and taillamp flasher system, (5LO) red/red taillamp flasher calibration and (5J9) red/white taillamp flasher calibration (Requires Crew Cab model, (Z82) Trailing Package, (L84) 5.3L EcoTec3 V8 engine, (QT5) EZ Lift power lock and release tailgate and either (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Not available with (9C1) Police Pursuit Package.	\$675.00	\$675.00
AMF	Remote Keyless Entry Package Includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense. (Requires Crew Cab C*10*43 model.)	\$75.00	\$75.00
Z82	Trailing Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	\$425.00	\$425.00
ZLQ	WT Fleet Convenience Package includes (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror. Not available with (PCV) WT Convenience Package.)	\$370.00	\$370.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP	MSRP
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailing Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	\$395.00	\$395.00
JL1	Trailer brake controller, integrated (Requires (Z82) Trailing Package.)	\$275.00	\$275.00
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package. Available free flow as a SEO.)	Inc.	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.	Inc.
NZZ	Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (9C1) Police Pursuit Package.)	\$150.00	\$150.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

ATTACHMENT #2



Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (☒ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP	MSRP
5J9	Calibration, Taillamp Flasher, Red/White Calibration flashes back-up (white) and brake (red) lamps alternatingly when activated. (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.	Inc.
5LO	Calibration, Taillamp Flasher, Red/Red Calibration flashes back-up (red) and brake (red) lamps alternatingly when activated. (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.	Inc.
6J7	Flasher System Headlamp and taillamp, DRL compatible with control wire (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.	Inc.
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	\$150.00	\$150.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP	MSRP
5J1	Calibration, keyless remote panic button exterior lights/horn disable (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting Calibration to disable interior & exterior automatic lighting. Feature is activated by adding wire connection to the BCM by customer/upfitter. (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.	Inc.
A2X	Seat adjuster, driver 10-way power including lumbar (Requires (ZLQ) WT Fleet Convenience Package, (H0U) Jet Black interior and (KI4) 120-volt power outlet.)	\$290.00	\$290.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	Inc.	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.	Inc.
KI4	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (QT5) EZ Lift power lock and release tailgate. Included with (5W4) Special Service Package and (9C1) Police Pursuit Package. Includes (UBI) USB ports on Crew and Double Cab models only.)	Inc.	Inc.
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet on Crew and Double Cab models only.)	Inc.	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

ATTACHMENT #2



Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (☒ Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP	MSRP
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	Inc.	Inc.
Options Total		\$4,600.00	\$4,600.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

ATTACHMENT #2



Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (☒ Complete)

Price Summary

PRICE SUMMARY

	MSRP	MSRP
Base Price	\$45,800.00	\$45,800.00
Total Options	\$4,600.00	\$4,600.00
Vehicle Subtotal	\$50,400.00	\$50,400.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$52,395.00	\$52,395.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



ATTACHMENT #2

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Durabed, pickup bed

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine.)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

ATTACHMENT #2



Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Exterior

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

Taillamps with incandescent tail, stop and reverse lights

Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, standard

Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)

Tailgate, gate function manual, no EZ Lift

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

ATTACHMENT #2



Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

Interior

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry, with 2 transmitters

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone manual

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.

ATTACHMENT #2



Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Silverado TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Silverado TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



QUOTE-2499314

01/24/2024

MOUNT DORA POLICE DEPT
1300 N DONNELLY ST
MOUNT DORA, FL 32757

RE: Motorola Quote for MOUNT DORA POLICE DEPT 9 m500 v300 bundle
Dear ,

Motorola Solutions is pleased to present MOUNT DORA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MOUNT DORA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Benjamin Rummel at Logan.Rummel1@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Benjamin Rummel

ATTACHMENT #3



QUOTE-2499314
MOUNT DORA POLICE DEPT 9 m500
v300 bundle

Billing Address:
MOUNT DORA POLICE DEPT
1300 N DONNELLY ST
MOUNT DORA, FL 32757
US

Quote Date:01/24/2024
Expiration Date:04/23/2024
Quote Created By:
Benjamin Rummel
Logan.Rummel1@
motorolasolutions.com

End Customer:
MOUNT DORA POLICE DEPT

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	M500						
1	WGP02225-230-KIT2	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021	2		Included	Included	Included
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	2		\$410.00	\$328.00	\$656.00
3	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	2		\$234.38	\$187.50	\$375.01
4	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	2		\$7,518.75	\$6,015.00	\$12,030.00
5	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	2		\$450.00	\$360.00	\$720.00
	VideoManager EL & EX: Video Evidence Management						
6	WGP02400-510	VIDEOMANAGER EL, IN- CAR VIDEO SYSTEM ANNUAL LICENSE & SUPPORT FEE	2	1 YEAR	\$243.75	\$195.00	\$390.00
7	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	2		\$1,243.75	\$995.00	\$1,990.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2499314
MOUNT DORA POLICE DEPT 9 m500
v300 bundle

Grand Total

\$16,161.01(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



MOUNT DORA POLICE DEPT
MOUNT DORA POLICE DEPT 9 m500 v300 bundle
01/24/2024

01/24/2024

MOUNT DORA POLICE DEPT
1300 N DONNELLY ST
MOUNT DORA, FL 32757

RE: Motorola Quote for MOUNT DORA POLICE DEPT 9 m500 v300 bundle

Dear ,

Motorola Solutions is pleased to present MOUNT DORA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MOUNT DORA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Benjamin Rummel at Logan.Rummel1@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Benjamin Rummel



QUOTE-2499286
MOUNT DORA POLICE DEPT 9 m500
v300 bundle

Billing Address:
MOUNT DORA POLICE DEPT
1300 N DONNELLY ST
MOUNT DORA, FL 32757
US

Quote Date:01/24/2024
Expiration Date:04/23/2024
Quote Created By:
Benjamin Rummel
Logan.Rummel1@
motorolasolutions.com

End Customer:
MOUNT DORA POLICE DEPT

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
M500							
1	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/ CAMVR POST 2020+EXPL	7		Included	Included	Included
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	7		\$410.00	\$328.00	\$2,296.00
3	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	7		\$267.00	\$213.60	\$1,495.20
4	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	7		\$7,518.75	\$6,015.00	\$42,105.00
5	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	7		\$450.00	\$360.00	\$2,520.00
VideoManager EL & EX: Video Evidence Management							
6	WGP02400-510	VIDEOMANAGER EL, IN- CAR VIDEO SYSTEM ANNUAL LICENSE & SUPPORT FEE	7	1 YEAR	\$243.75	\$195.00	\$1,365.00
7	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	7		\$1,243.75	\$995.00	\$6,965.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2499286
MOUNT DORA POLICE DEPT 9 m500
v300 bundle

Grand Total

\$56,746.20(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



MOUNT DORA POLICE DEPT

MOUNT DORA POLICE DEPT 9 m500 v300 bundle

01/24/2024

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA23-VEH21.0 – Heavy Trucks and Buses

**FSA23-VEL31.0 – Pursuit, Administrative and
Other Vehicles**

FSA23-EQU21.0 – Equipment

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS.....	5
1.01 BID CORRESPONDENCE.....	5
1.02 PURPOSE	5
1.03 TERM OF CONTRACT	5
1.04 JURISDICTION	5
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER	5
1.06 FUNDING	6
1.07 CURRENCY	6
1.08 GENERAL DEFINITIONS.....	6
1.09 ELIGIBLE PURCHASERS OF CONTRACT	8
1.10 LEGAL REQUIREMENTS	8
1.11 PATENTS & ROYALTIES.....	9
1.12 FEDERAL AND STATE STANDARDS	9
1.13 UNDERWRITERS’ LABORATORIES	9
1.14 AMERICANS WITH DISABILITIES ACT	9
1.15 REASONABLE ACCOMMODATION	9
1.16 DISADVANTAGED BUSINESSES.....	9
1.17 ANTI-DISCRIMINATION	10
1.18 BEST COMMERCIAL PRACTICES	10
1.19 PUBLIC ENTITY CRIMES (PEC).....	10
1.20 TAX EXEMPTION.....	10
1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT	11
1.22 COMMUNICATIONS	11
1.23 CLARIFICATION AND ADDENDA	11
1.24 SIGNED BID CONSIDERED AN OFFER	12
1.25 ASSIGNMENT OF CONTRACT	12
1.26 TERMINATION OF PRODUCT LINE.....	12
1.27 DEMONSTRATION OF COMPETENCY	12
1.28 VENDOR ABILITY TO PERFORM.....	13

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.29	FINANCIAL RESPONSIBILITY	13
1.30	QUALITY AND SAFETY	13
1.31	NONCONFORMANCE	14
1.32	GRATUITIES	14
1.33	TIE BIDS	14
1.34	RIGHT TO AUDIT.....	14
1.35	LICENSES AND PERMITS	15
1.36	PERFORMANCE BONDS.....	15
1.37	ELIMINATION FROM CONSIDERATION	15
1.38	INDEPENDENT PREPARATION.....	15
1.39	DEFAULT	16
1.40	PROTESTS AND ARBITRATION.....	16
1.41	NONPERFORMANCE	17
1.42	SEVERABILITY	18
1.43	TERMINATION FOR CAUSE.....	18
1.44	TERMINATION WITHOUT CAUSE	18
1.45	CONTRACT ADVERTISEMENT AND USE OF FSA LOGO.....	19
2.0	BIDDER INSTRUCTIONS	20
2.01	QUALIFICATION	20
2.02	LICENSING AND FACILITIES	20
2.03	INSURANCE AND INDEMNIFICATION.....	21
2.04	SPECIFICATIONS	23
2.05	SEALED BIDS.....	23
2.06	MISTAKES	23
2.07	EXCEPTIONS	23
2.08	EQUIVALENTS.....	23
2.09	MANDATORY PRE-BID MEETING	24
2.10	PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID 24	
2.11	PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID	24

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.12	PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING	25
2.13	OPTION PRICING – EQUIPMENT INVITATION TO BID	26
2.14	OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID	27
2.15	EMERGENCY LIGHTS AND SIRENS	28
2.16	BID SUBMISSION	29
2.17	ZONE BIDDING	30
2.18	EXECUTION OF BID.....	30
2.19	MODIFICATION OR WITHDRAWALS OF BIDS.....	30
2.20	LATE BIDS	30
2.21	BID OPENING.....	30
2.22	DETERMINATION OF RESPONSIVENESS.....	31
2.23	RESPONSIBLE BIDDER CRITERIA.....	31
2.24	BASIS FOR AWARD	31
2.25	BID TABULATIONS.....	32
2.26	MINOR IRREGULARITIES/RIGHT TO REJECT	32
2.27	CONE OF SILENCE.....	32
3.0	CONTRACT CONDITIONS	33
3.01	GENERAL REQUIREMENTS	33
3.02	STATEMENT OF AUTHORITY	33
3.03	VENDOR CONTACT INFORMATION.....	33
3.04	ADDITIONS OR DELETIONS.....	33
3.05	CONTRACT EXTENSION	33
3.06	PRICE ADJUSTMENT	34
3.07	CONDITIONS.....	34
3.08	PRODUCTION CUTOFF	35
3.09	FACILITIES.....	35
3.10	PURSUIT RATED VEHICLES & MOTORCYCLES	35
3.11	SPECIAL SERVICE VEHICLES	35
3.12	CAB AND CHASSIS PURCHASES	35

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.13	FACTORY-INSTALLED OPTIONS	35
3.14	VENDOR-INSTALLED OPTIONS	36
3.15	NON-SCHEDULED OPTIONS	36
3.16	FORCE MAJEURE	36
3.17	PURCHASE ORDERS.....	36
3.18	REGISTRATION, TAG, AND TITLE	37
3.19	DELIVERY	37
3.20	INSPECTION AND ACCEPTANCE	38
3.21	INVOICING AND PAYMENTS.....	38
3.22	WARRANTY.....	39
3.23	QUARTERLY REPORTS	39
3.24	ADMINISTRATIVE FEE.....	39
3.25	LIQUIDATED DAMAGES.....	40
	Appendix A: Zone Map.....	42
	Appendix B. Bid Calendar.....	43
	Appendix C: ACH Payments	45
	Appendix D: Federal Clauses.....	46

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. **Bidder:** A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. **Build sheet:** A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- Compliance Attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
 - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
 - Bid Price for each item bid by zone, as defined in Section 2.11
 - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
 - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

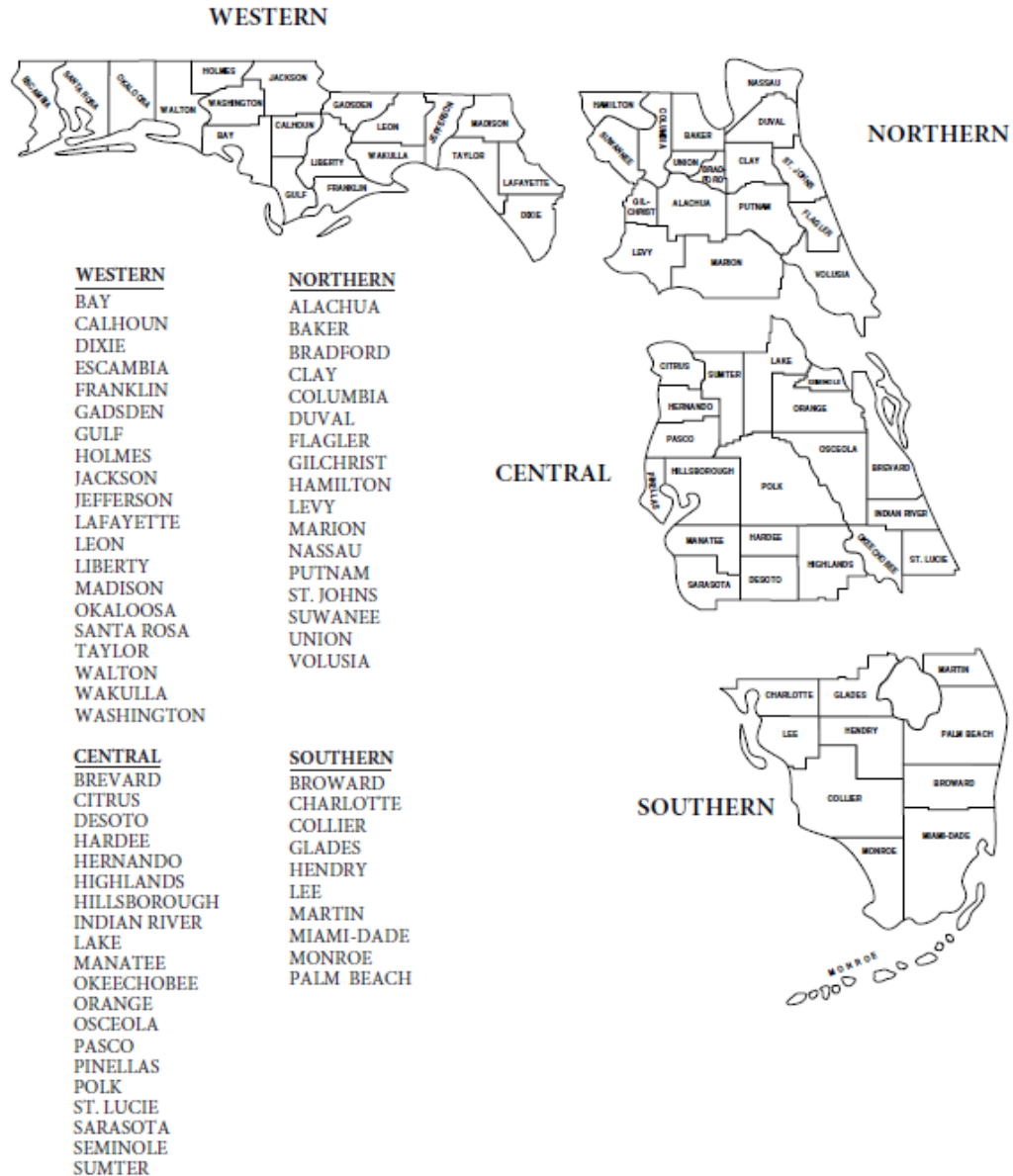
ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



v.10_2015

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FSA23-VEH21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

FSA23-EQU21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C: ACH Payments



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165

f: (850) 878-8665

www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number: 063100688

Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

ATTACHMENT #5

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

ATTACHMENT #5
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517449-J
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL: FL

Contact: Adam McCulloch
Telephone: 352-455-4238

E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238

E-mail: accountspayable@cityofmountdora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/25/24	GROUND SHIPMENT			QUOTED FREIGHT	23 FORD PIU	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
7	7	N	INFO VEHICLE INFORMATION 2023 FORD PIU Warehouse: ORLAN			0.0000	0.00
7	7	Y	ENFWB003G7 SOI, NFLIB, FRNT, 8MOD, 2020-23 PIU W/O76P, RBW/RBW Warehouse: ORLAN QSF025897 Ford Explorer/PI Utility w/o Option 76P (2020-22) Split Front (DRV) T18 T18 T18 T18 T18 T18 T18 (PAS) RBW RBW RBW RBW RBW RBW RBW RBW Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included)			931.9000	6,523.30
7	7	Y	QSF003836 ENFWB009TN SOI, NFILB, REAR, 6MOD, 2020-23 PIU, RBA/RBA Warehouse: ORLAN QSF025903 Ford Explorer/PI Utility w/o Option 76P (2020-22) Solid Rear (DRV) T18 T18 T18 T18 T18 T18 (PAS) RBA RBA RBA RBA RBA RBA Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included)			720.3900	5,042.73

Print Date	01/29/24
Print Time	03:03:15 PM
Page No.	1

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517449-J
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

DSS ORLANDO
ATTN INSTALL:
FL

Contact: Adam McCulloch
Telephone: 352-455-4238

E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238

E-mail: accountspayable@cityofmountdora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/25/24	GROUND SHIPMENT			QUOTED FREIGHT	23 FORD PIU	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
7	7	N	ENGSA5200RSR SOI, 500 SERIES KNOB/PB 200W CNTRL, +VOICE PLBK Warehouse: ORLAN			658.3300	4,608.31
14	14	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: ORLAN			176.5500	2,471.70
14	14	Y	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: ORLAN			73.4100	1,027.74
7	7	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ORLAN			184.4800	1,291.36
14	14	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ORLAN 100J series composite speaker w/ universal bail brkt-100 watt			138.0000	1,932.00
14	14	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: ORLAN			25.1800	352.52
7	7	Y	ETSKLF101 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: ORLAN LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket			415.7300	2,910.11

Print Date	01/29/24
Print Time	03:03:15 PM
Page No.	2

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517449-J
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL: FL

Contact: Adam McCulloch
Telephone: 352-455-4238

E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238

E-mail: accountspayable@cityofmountdora.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
01/25/24	GROUND SHIPMENT		QUOTED FREIGHT	23 FORD PIU	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Ken Stivers		KEN STIVERS - ORLANDO		ADAM MCCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
7	7	Y	ETSSLFVBK07 SOI 2020 PIUT AFTERSHOCK MNT BRACKET PASS. Warehouse: ORLAN		25.1800	176.26
14	14	N	PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: ORLAN		10.6700	149.38
14	14	Y	EMPS1STS4RBW SOI, MPWR FASCIA, 3", STM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN		103.2900	1,446.06
14	14	Y	in grille EMPS2SMS5RBW SOI, MPWR FASCIA, 4", SM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN		109.5700	1,533.98
14	14	Y	in fog lamp area below marker light PMPSABZ01B SOI 4" MPOWER METAL BLACK BEZEL Warehouse: ORLAN		9.3900	131.46
28	28	N	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN 2- ONE ONE EACH SIDE OF TAG, BRAKE LIGHT AND REVERSE INTIGATION 2- one each side under the hatch with white override seen when hatch is lifted		109.5700	3,067.96

Print Date	01/29/24
Print Time	03:03:15 PM
Page No.	3

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517449-J
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

DSS ORLANDO
ATTN INSTALL:
FL

Contact: Adam McCulloch
Telephone: 352-455-4238

E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238

E-mail: accountspayable@cityofmountdora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/25/24	GROUND SHIPMENT			QUOTED FREIGHT	23 FORD PIU	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
14	14	Y	EMPS4STS5RBW SOI, MPWR HD, 4", STM, CLR HSG, RED/BLU/WHT Warehouse: ORLAN 1- EACH REAR SIDE CARGO WINDOWS IN SHROUDS			109.5700	1,533.98
14	14	N	ESLRL61058 SOI, SL RUNNING, 61", 5MOD, R/B/W, 3CLR/TRIO Warehouse: ORLAN RUNNING BOARDS. STEADY WHITE ALLEY.			266.3400	3,728.76
14	14	Y	PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: ORLAN			20.0600	280.84
14	14	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: ORLAN			158.7800	2,222.92
14	14	Y	PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: ORLAN			17.5000	245.00
7	7	Y	CD3794RBW CODE3 FLEX SERIES TRIO - RED/BLUE/WHITE Warehouse: ORLAN			925.5100	6,478.57
28	28	Y	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: ORLAN			60.7300	1,700.44

Print Date	01/29/24
Print Time	03:03:15 PM
Page No.	4

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517449-J
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL: FL

Contact: Adam McCulloch
Telephone: 352-455-4238

E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238

E-mail: accountspayable@cityofmountdora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/25/24	GROUND SHIPMENT			QUOTED FREIGHT	23 FORD PIU	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
14	14	Y	EXFS10002-J SOI XF Flush Mount LED Light Red/Blue Warehouse: ORLAN MOUNT ON THE BOTTOM OF THE WHEEL WELL TRIM FACING OUTWARD			55.0700	770.98
7	7	Y	C-VS-1210-INUT HAV, CONSOLE BOX, 2020-24 PIU, RMK TAB, 22" Warehouse: ORLAN			327.6800	2,293.76
7	7	Y	C-EB25-XTL-1P C-EBX-SO-2 C-EB25-MWG-1 C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: ORLAN			234.8800	1,644.16
7	7	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: ORLAN			42.8800	300.16
7	7	Y	C-ARM-108 HAV SIDE MOUNTED FLIP UP ARM REST Warehouse: ORLAN			159.3600	1,115.52
7	7	Y	C-LP3-USB-BL1 HAV CONSOLE ACCESSORY BRACKET KIT W/ 3 LIGHTER P Warehouse: ORLAN			113.9200	797.44

Print Date	01/29/24
Print Time	03:03:15 PM
Page No.	5

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517449-J
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL: FL

Contact: Adam McCulloch
Telephone: 352-455-4238
E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238
E-mail: accountspayable@cityofmountdora.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
01/25/24	GROUND SHIPMENT		QUOTED FREIGHT	23 FORD PIU	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Ken Stivers		KEN STIVERS - ORLANDO		ADAM MCCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
7	7	Y	UT-1003 Universal Rugged Cradle for approx 11"-14" devices Warehouse: ORLAN		216.3200	1,514.24
7	7	Y	MISC C-PM-134-PCCHAVIS Warehouse: ORLAN		225.2800	1,576.96
7	7	Y	PK0602ITU20TM SMC #10VS C RP UNCOATED POLY Partition Warehouse: ORLAN		734.3000	5,140.10
7	7	Y	PK0316ITU202ND SMC 12VS CARGO AREA PARTITION, COATED POLY Warehouse: ORLAN "Cargo Area Rear Partition#12VS Stationary WindowCoated Polycarbonate*FOR USE WITH: -2nd Row Seat" STATE YEAR OF VEHICLE - 2023 *****		440.3000	3,082.10
14	14	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: ORLAN		32.2200	451.08
7	7	Y	QK0634ITU20 SMC OEM REPLACEMENT SEAT WITH CTR PULL BELTS Warehouse: ORLAN FITS 2020+ FORD PIUT *****		692.3000	4,846.10

Print Date	01/29/24
Print Time	03:03:15 PM
Page No.	6

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517449-J
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL: FL

Contact: Adam McCulloch
Telephone: 352-455-4238

E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238

E-mail: accountspayable@cityofmountdora.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
01/25/24	GROUND SHIPMENT		QUOTED FREIGHT	23 FORD PIU	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Ken Stivers			KEN STIVERS - ORLANDO	ADAM MCCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
7	7	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: ORLAN		230.3000	1,612.10
7	7	Y	DK0100ITU20 SMC TPO POLYMER OVER MOLDED DOOR SKIN Warehouse: ORLAN		223.3000	1,563.10
7	7	Y	DK0100ITU20 TK0241ITU20 SMC CARGO STORAGE SYSTEM – DSC – BSN Warehouse: ORLAN		1,259.3000	8,815.10
7	7	Y	CARGO STORAGE SYSTEM – DSC – BSN 20702 SLI SL-20L WITH 12V DC 1 CHARGER SLEEVE NIMH Warehouse: ORLAN		136.7000	956.90
7	7	Y	C4 LED, 350 LUMEN RECHARGEABLE FLASHLIGHT, AIRCRAFT ALUMINUM 13.1" L GRAPHICS GRAPHICS FOR VEHICLE Warehouse: ORLAN		900.0000	6,300.00
7	7	Y	3720 WAGAN 1000w Power Inverter Warehouse: ORLAN HARDWIRE MOUNT ON PASS SIDE OF CONSOLE		98.1300	686.91

Print Date	01/29/24
Print Time	03:03:15 PM
Page No.	7

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517449-J
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

DSS ORLANDO
ATTN INSTALL:
FL

Contact: Adam McCulloch
Telephone: 352-455-4238

E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone: 352-455-4238

E-mail: accountspayable@cityofmountdora.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
01/25/24	GROUND SHIPMENT		QUOTED FREIGHT	23 FORD PIU	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Ken Stivers			KEN STIVERS - ORLANDO	ADAM MCCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
7	7	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		185.0000	1,295.00
7	7	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN install customer supplied watchguard camera system PRE WIRE FOR RADIO install radar HARDWIRE PRINTER INSTALL RADIO ANTENNA		5,025.0000	35,175.00
7	7	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ORLAN TWO FRONT WINDOWS AND A STRIP LEGAL ENSURE THESE ARE NOT VEHICLES WITH THE 76P OPTION BEFORE ORDERING		185.0000	1,295.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	01/29/24
Print Time	03:03:15 PM
Page No.	8

Printed By: Ken Stivers

Subtotal	130,087.09
Freight	8,050.00
Order Total	138,137.09

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517531-I
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Ship To
MT DORA, CITY OF 1250 N HIGHLAND MT DORA, FL 32757

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmounddora.com

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmounddora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/26/24	GROUND SHIPMENT			QUOTED FREIGHT	SILVERADO	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	N	INFO VEHICLE INFORMATION 2024 chevy silverado Warehouse: ORLAN			0.0000	0.00
2	2	N	ENFWB00GH5 SOI, NFILB, FRNT, 8MOD, 2019.5-22 SILVRDO, RBW Warehouse: ORLAN QSF025929 Chevrolet Silverado (2019.5-22) Split Front (DRV) T18 T18 T18 T18 T18 T18 T18 (PAS) RBW RBW RBW RBW RBW RBW RBW RBW Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included)			931.9000	1,863.80
2	2	N	MISC EMPTC019KV QSF025929 TC REAR Warehouse: ORLAN 39" 6 Head Rear SAE mpower® Traffic Controller w/ 15' LIN DSC Technology (DRV) T18 T18 T18 T18 T18 T18 (PAS) X RBA RBA RBA RBA RBA RBA Housing Color - Black Extrusion Lens Color - All Clear Lenses Accessories - PNFLBSPLT1 Mount Kit - PMPTCM03 (x2) Long 3-Hole			832.3100	1,664.62

Print Date	01/29/24
Print Time	02:45:58 PM
Page No.	1

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517531-I
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmountdora.com

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmountdora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/26/24	GROUND SHIPMENT			QUOTED FREIGHT	SILVERADO	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	N	ENGSA5200RSR SOI, 500 SERIES KNOB/PB 200W CNTRL, +VOICE PLBK Warehouse: ORLAN			658.3300	1,316.66
2	2	N	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: ORLAN			351.0600	702.12
2	2	N	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ORLAN			202.4800	404.96
4	4	N	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: ORLAN			152.2600	609.04
4	4	N	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: ORLAN			73.4100	293.64
4	4	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ORLAN 100J series composite speaker w/ universal bail brkt-100 watt			138.0000	552.00
2	2	N	ETSKLF101 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: ORLAN LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket			415.7300	831.46

Print Date	01/29/24
Print Time	02:45:58 PM
Page No.	2

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517531-I
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmounddora.com

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmounddora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/26/24	GROUND SHIPMENT			QUOTED FREIGHT	SILVERADO	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
4	4	N	PSLVBK05 SOI UNIVERSAL MOUNTING KIT NLINE RUNNING LIGHTS Warehouse: ORLAN			20.0600	80.24
4	4	N	ESLRL73068 SOI, SL RUNNING, 72", 6MOD, R/B/W, 3CLR/TRIO Warehouse: ORLAN			308.6000	1,234.40
8	8	N	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN			109.5700	876.56
12	12	N	4- BEHIND THE GRILLE SCENE OVERRIDE EMPS4STS5RBW SOI, MPWR HD, 4", STM, CLR HSG, RED/BLU/WHT Warehouse: ORLAN 1- IN each REAR DOOR WINDOWS WITH BEZEL 2 in a double shrouds mounted vertically at a slight angle on each side of the rear window			109.5700	1,314.84
4	4	N	PMP2WSDDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: ORLAN			14.9300	59.72
4	4	N	PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: ORLAN			10.6700	42.68

Print Date	01/29/24
Print Time	02:45:58 PM
Page No.	3

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517531-I
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmounddora.com

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmounddora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/26/24	GROUND SHIPMENT			QUOTED FREIGHT	SILVERADO	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
4	4	N	PMP4BZL01B SOI 4" MPOWER HD BLACK BEZEL Warehouse: ORLAN			10.2400	40.96
12	12	N	PMP2BKDGAI SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ORLAN			6.8000	81.60
4	4	N	CD3802RBW-S CODE3, MEGATHIN, SURFACE MT, RED/BLU/WHT, +SMOKE 3CLR Warehouse: ORLAN MEGA THIN™ SERIES, SURFACE MOUNT place on the flat surface of the oter edge of the front wheel well. about 12 inched from the bottom			107.7700	431.08
4	4	N	CZ3801BKBZ CODE3 CZ3801 BLACK BEZEL Warehouse: ORLAN			4.0200	16.08
8	8	N	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN MOUNT UNDER TAILGATE 2- BRAKE LIGHT INTEGRATE 2 REVERSE LIGHT INTEGRATE			109.5700	876.56

Print Date	01/29/24
Print Time	02:45:58 PM
Page No.	4

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517531-I
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmounddora.com

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmounddora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/26/24	GROUND SHIPMENT			QUOTED FREIGHT	SILVERADO	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	N	C-VSW-1900-SILV-PM-2 HAV 12.5" Wide Flat 19" Vehicle-Specific Console With Warehouse: ORLAN 12.5" Wide Flat 19" Vehicle-Specific Console With PocketJet 8 Printer Mount For 2019-2023 Chevrolet Silverado & GMC Sierra C-EB25-XTL-1P-2 C-EB25-MWG-1P C-EB40-SO5-1P			910.7200	1,821.44
2	2	N	C-W-LP1-USB-1 HAV ACCESSORY BRACKET W 1 LIGHTER PLUG OUTLER Warehouse: ORLAN Includes 1 USB-C & USB Type A Dual Port Charger module, 1 lighter plug, 12" wire harness and 15 amp fuse 2" mounting space Use with Havis C-VSW & C-W Series consoles to increase mounting space Optimizes equipment mounting space and layout Hardware included			83.2000	166.40
2	2	N	C-EBW20-LP2-1P HAV EQUIPMENT BRACKET FOR WIDE VSW CONSOLE Warehouse: ORLAN			11.7600	23.52
4	4	N	C-LPO HAV LIGHTER PLUG SOCKET & CAP Warehouse: ORLAN			9.6000	38.40

Print Date	01/29/24
Print Time	02:45:58 PM
Page No.	5

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517531-I
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmountdora.com

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmountdora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/26/24	GROUND SHIPMENT			QUOTED FREIGHT	SILVERADO	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	N	C-AHW-80 HAV 8" Accessory Holder For 3.3" W Section Of Wide Con Warehouse: ORLAN			16.6400	33.28
2	2	N	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: ORLAN C-HDM-204 MOUNTS TO SIDE OF CONSOLE BOX *****			147.2000	294.40
2	2	N	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: ORLAN			234.8800	469.76
2	2	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: ORLAN			42.8800	85.76
2	2	N	C-ARM-108 HAV SIDE MOUNTED FLIP UP ARM REST Warehouse: ORLAN			159.3600	318.72
2	2	N	UT-1003 Universal Rugged Cradle for approx 11"-14" devices Warehouse: ORLAN			216.3200	432.64

Print Date	01/29/24
Print Time	02:45:58 PM
Page No.	6

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517531-I
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmountdora.com

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmountdora.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
01/26/24	GROUND SHIPMENT			QUOTED FREIGHT	SILVERADO	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Ken Stivers			KEN STIVERS - ORLANDO		ADAM MCCULLOCH		45-1802212154C
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	N	XG6 DECKED 2019-C GM SIERRA/SILV 1500, NEW WIDE BED WITH Warehouse: ORLAN			1,542.0000	3,084.00
2	2	N	A0062-LOCK DECKED DRAWER LOCKS, SET OF 2 Warehouse: ORLAN			43.5300	87.06
2	2	N	BAK772130 BAK BED COVER FOR CHEVY SILVERADO Warehouse: ORLAN			1,129.7600	2,259.52
2	2	N	2023 Chevrolet Silverado 1500 5.8 Ft. (69.9 In.) With Or Without Multi-Pro Tailgate 2024 Chevrolet Silverado 1500 5.8 Ft. (69.9 In.) With Or Without Multi-Pro Tailgate 3720 WAGAN 1000w Power Inverter Warehouse: ORLAN HARDWIRE MOUNT TO PASS SIDE OF CONSOLE			98.1300	196.26
2	2	N	TINT Vehicle Window Tint Per Customers Specs Warehouse: ORLAN ALL WINDOWS, CERAMIC FRONT STRIP AND ON BACK WINDOW 20%			250.0000	500.00

Print Date	01/29/24
Print Time	02:45:58 PM
Page No.	7

Printed By: Ken Stivers

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	517531-I
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Ship To

MT DORA, CITY OF
1250 N HIGHLAND
MT DORA, FL 32757

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmounddora.com

Contact:
Telephone: 352-455-4238
E-mail: ap@cityofmounddora.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
01/26/24	GROUND SHIPMENT		QUOTED FREIGHT	SILVERADO	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Ken Stivers			KEN STIVERS - ORLANDO	ADAM MCCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	20702 SLI SL-20L WITH 12V DC 1 CHARGER SLEEVE NIMH Warehouse: ORLAN		136.7000	273.40
2	2	N	C4 LED, 350 LUMEN RECHARGEABLE FLASHLIGHT, AIRCRAFT ALUMINUM 13.1" L INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN		225.0000	450.00
2	2	N	LOOM, WIRE, HARDWARE, CONNECTORS, ETC ***** INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN install customer supplied watchguard camera system PRE WIRE FOR RADIO install radar INSTALL RADIO ANTENNA HARDWIRE PRINTE USE 500 TO FLASH HEADLIGHTS AND TAILLIGHTS		4,125.0000	8,250.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	01/29/24
Print Time	02:45:58 PM
Page No.	8

Printed By: Ken Stivers

Subtotal	32,077.58
Freight	825.63
Order Total	32,903.21



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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Purchase of Code Compliance Vehicle from Duval Ford under the Florida Sheriff's Association Cooperative Purchasing Program

Introduction:

This is a request for Council to approve the purchase of a Code Compliance vehicle from Duval Ford under the Florida Sheriff's Association Cooperative Purchasing Program.

Discussion:

This vehicle purchase made under the terms of the Florida Sheriffs Association (FSA) Cooperative Purchasing Program will provide a Ford Maverick hybrid to be used by the new Code Compliance Inspector. When the new Code Inspector position was added, the vehicle required for this position was not added to the budget. This purchase will allow both Code Inspectors to use fuel-efficient hybrid vehicles to conduct inspections, remove illegal signs and perform other tasks necessary for their duties.

Budget Impact:

\$30,131.44 from GL 001-555-582.64-01

Strategic Impact:

Quality of life, quality of place, economic development, redevelopment and public safety.

Recommendation:

Council approve this purchase of the vehicle from Duval Ford under the Florida Sheriff's Association Cooperative Purchasing Program.

Attachment(s):

1. Attachment #1 Sheriff Contract and Price Sheets
2. Attachment #2 Mount Dora Code Maverick Quote Duval Ford 2024

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Aneta Barton, Budget Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 1/30/2024
Approved - 1/31/2024
Approved - 1/31/2024
Final Approval - 1/31/2024

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA23-VEH21.0 – Heavy Trucks and Buses

**FSA23-VEL31.0 – Pursuit, Administrative and
Other Vehicles**

FSA23-EQU21.0 – Equipment

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS.....	5
1.01 BID CORRESPONDENCE.....	5
1.02 PURPOSE	5
1.03 TERM OF CONTRACT	5
1.04 JURISDICTION	5
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER	5
1.06 FUNDING	6
1.07 CURRENCY	6
1.08 GENERAL DEFINITIONS.....	6
1.09 ELIGIBLE PURCHASERS OF CONTRACT	8
1.10 LEGAL REQUIREMENTS	8
1.11 PATENTS & ROYALTIES.....	9
1.12 FEDERAL AND STATE STANDARDS	9
1.13 UNDERWRITERS’ LABORATORIES	9
1.14 AMERICANS WITH DISABILITIES ACT	9
1.15 REASONABLE ACCOMMODATION	9
1.16 DISADVANTAGED BUSINESSES.....	9
1.17 ANTI-DISCRIMINATION	10
1.18 BEST COMMERCIAL PRACTICES	10
1.19 PUBLIC ENTITY CRIMES (PEC).....	10
1.20 TAX EXEMPTION.....	10
1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT	11
1.22 COMMUNICATIONS	11
1.23 CLARIFICATION AND ADDENDA	11
1.24 SIGNED BID CONSIDERED AN OFFER	12
1.25 ASSIGNMENT OF CONTRACT	12
1.26 TERMINATION OF PRODUCT LINE.....	12
1.27 DEMONSTRATION OF COMPETENCY	12
1.28 VENDOR ABILITY TO PERFORM.....	13

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.29	FINANCIAL RESPONSIBILITY	13
1.30	QUALITY AND SAFETY	13
1.31	NONCONFORMANCE	14
1.32	GRATUITIES	14
1.33	TIE BIDS	14
1.34	RIGHT TO AUDIT.....	14
1.35	LICENSES AND PERMITS	15
1.36	PERFORMANCE BONDS.....	15
1.37	ELIMINATION FROM CONSIDERATION	15
1.38	INDEPENDENT PREPARATION.....	15
1.39	DEFAULT	16
1.40	PROTESTS AND ARBITRATION.....	16
1.41	NONPERFORMANCE	17
1.42	SEVERABILITY	18
1.43	TERMINATION FOR CAUSE.....	18
1.44	TERMINATION WITHOUT CAUSE	18
1.45	CONTRACT ADVERTISEMENT AND USE OF FSA LOGO.....	19
2.0	BIDDER INSTRUCTIONS	20
2.01	QUALIFICATION	20
2.02	LICENSING AND FACILITIES	20
2.03	INSURANCE AND INDEMNIFICATION.....	21
2.04	SPECIFICATIONS	23
2.05	SEALED BIDS	23
2.06	MISTAKES	23
2.07	EXCEPTIONS	23
2.08	EQUIVALENTS.....	23
2.09	MANDATORY PRE-BID MEETING	24
2.10	PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID 24	
2.11	PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID	24

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.12	PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING	25
2.13	OPTION PRICING – EQUIPMENT INVITATION TO BID	26
2.14	OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID	27
2.15	EMERGENCY LIGHTS AND SIRENS	28
2.16	BID SUBMISSION	29
2.17	ZONE BIDDING	30
2.18	EXECUTION OF BID	30
2.19	MODIFICATION OR WITHDRAWALS OF BIDS	30
2.20	LATE BIDS	30
2.21	BID OPENING	30
2.22	DETERMINATION OF RESPONSIVENESS	31
2.23	RESPONSIBLE BIDDER CRITERIA	31
2.24	BASIS FOR AWARD	31
2.25	BID TABULATIONS	32
2.26	MINOR IRREGULARITIES/RIGHT TO REJECT	32
2.27	CONE OF SILENCE	32
3.0	CONTRACT CONDITIONS	33
3.01	GENERAL REQUIREMENTS	33
3.02	STATEMENT OF AUTHORITY	33
3.03	VENDOR CONTACT INFORMATION	33
3.04	ADDITIONS OR DELETIONS	33
3.05	CONTRACT EXTENSION	33
3.06	PRICE ADJUSTMENT	34
3.07	CONDITIONS	34
3.08	PRODUCTION CUTOFF	35
3.09	FACILITIES	35
3.10	PURSUIT RATED VEHICLES & MOTORCYCLES	35
3.11	SPECIAL SERVICE VEHICLES	35
3.12	CAB AND CHASSIS PURCHASES	35

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.13	FACTORY-INSTALLED OPTIONS	35
3.14	VENDOR-INSTALLED OPTIONS	36
3.15	NON-SCHEDULED OPTIONS	36
3.16	FORCE MAJEURE	36
3.17	PURCHASE ORDERS.....	36
3.18	REGISTRATION, TAG, AND TITLE	37
3.19	DELIVERY	37
3.20	INSPECTION AND ACCEPTANCE	38
3.21	INVOICING AND PAYMENTS.....	38
3.22	WARRANTY.....	39
3.23	QUARTERLY REPORTS	39
3.24	ADMINISTRATIVE FEE.....	39
3.25	LIQUIDATED DAMAGES.....	40
	Appendix A: Zone Map.....	42
	Appendix B. Bid Calendar.....	43
	Appendix C: ACH Payments	45
	Appendix D: Federal Clauses.....	46

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. Base Specification: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. Bidder: A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. Build sheet: A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- Compliance Attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
 - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
 - Bid Price for each item bid by zone, as defined in Section 2.11
 - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
 - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

ATTACHMENT #1

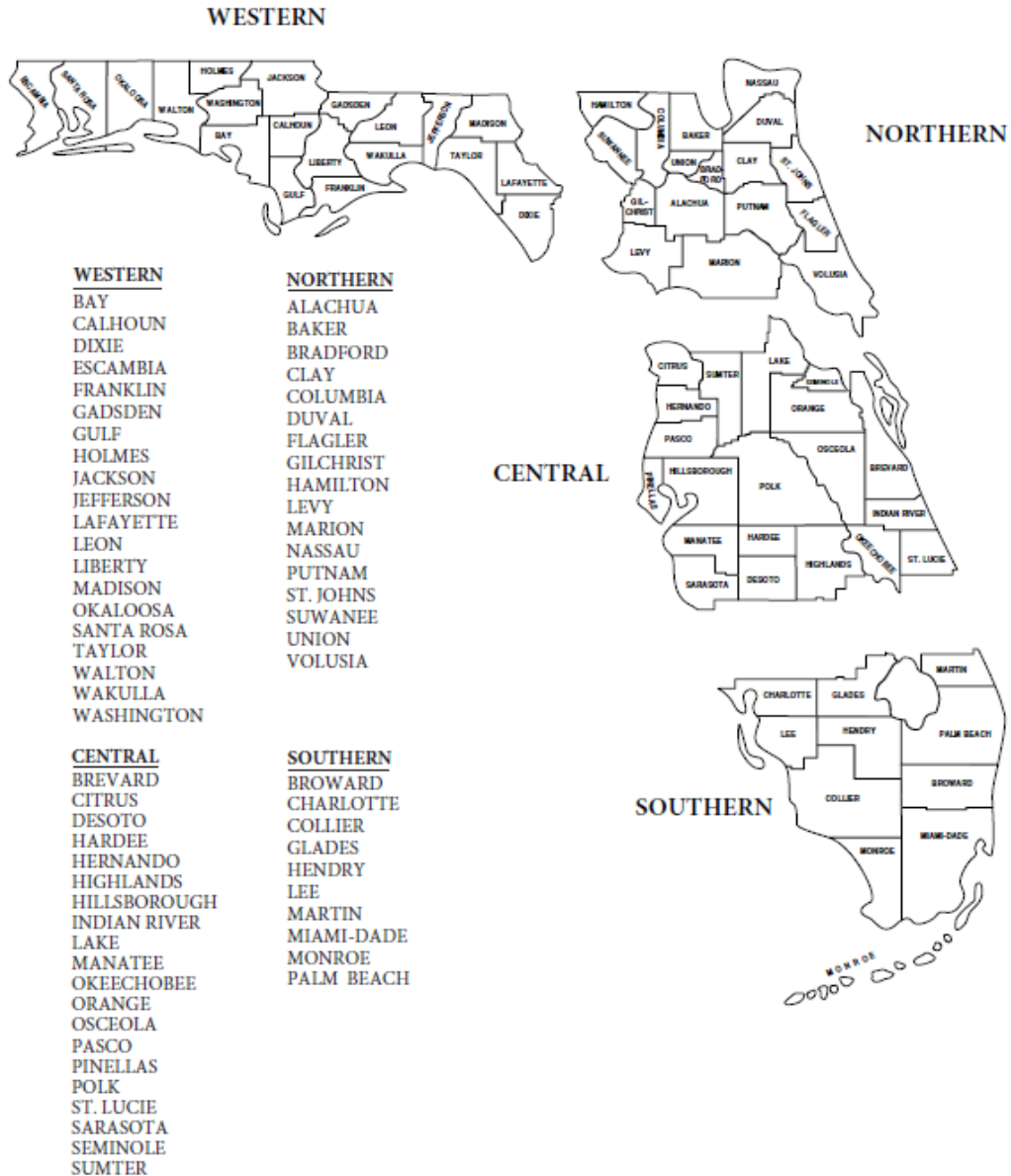
FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



v.10_2015

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FSA23-VEH21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

FSA23-EQU21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C: ACH Payments



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165

f: (850) 878-8665

www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number: 063100688

Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

ATTACHMENT #1

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

ATTACHMENT #1
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT #2

CITY OF MOUNT DORA

Prepared for:		Contract Holder	DATE:
CITY OF MOUNT DORA WHITNEY DONOVAN 352-735-7176 donovanw@ci.mount-dora.fl.us		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 405 Lane Ave N. Jacksonville, FL 32254	1/29/24
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA23-VEL31.0 Heavy Equipment and Trucks FSA23-VEH 21.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i>			
Labor	Code	Equipment	Price
0	ITEM 119	2024 FORD MAVERICK 4X2- W8A	\$ 23,498.00
0	100A	XL TRIM PACKAGE	NC
0	993.445	2.5L HYBRID ENGINE	\$ 1,492.50
0	448	8- SPEED AUTO TRANSMISSION	NC
0	INCL	POWER WINDOWS & DOOR LOCKS	NC
0	96J	FACTORY DROP IN BEDLINER WITH TIE DOWNS	\$ 373.13
0	60B	TRAILER HITCH W/ 4-PIN CONNECTOR	\$ 99.50
0	76B	REVERSE SENSING SYSTEM	\$ 258.78
0	942	DAYTIME RUNNING LIGHTS	\$ 44.78
0	LED PKG 1	4 CORNER LED LIGHTS (2- IN GRILLE & 2- IN REAR) AMBER	\$ 833.75
0	NON CONTRACT	UPGRADE FRONT LIGHTS TO MICRONS PLACED ON FRONT FENDERS	\$ 42.00
0	SAFET	SAFETY KIT: FIRST AID KIT, TRIANGLE KIT & FIRE EXTINGUISHER	\$ 331.00
0	BP5100	EXTENDED SERVICE PLAN: PREMIUM CARE 5 YEAR / 100K MILES WITH \$0 DEDUCTIBLE	\$ 2,090.00
0	TAG.TTO	TEMPORARY TAG & TITLE PROCESSING	\$ 173.00
0	OOS	OUT OF DEALER INVENTORY/ STOCK ORDER RE-BILL: B670 (SUBJECT TO AVAILABILITY)	\$ 895.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	9W	INTERIOR: BLACK CLOTH SEATS	NC
0		CARPET FLOOR	NC
VENDOR COMMENTS		ORDER: B670	
UNIT COST			\$ 30,131.44
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 30,131.44





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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Approval of Meeting Minutes

Introduction:

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

Discussion:

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

With the exception of the minutes from November 21, 2023, all attached minutes drafts have been sent by email to Council individually, but have not yet been presented on a City Council agenda.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve minutes as transcribed.

Attachment(s):

1. 09.21.2023 City Council Regular Session Minutes_DRAFTREVISED.3
2. 10.16.2023 City Council Joint Meeting with Lake BOCC Minutes_DRAFT
3. 11.07.2023 City Council Regular Session Minutes_DRAFT
4. 11.21.2023 City Council Regular Session Minutes_DRAFT
5. 11.21.2023 CRA Governing Board Minutes_DRAFT
6. 11.21.2023 North East CRA Governing Board Minutes_DRAFT
7. 12.05.2023 City Council Regular Session Minutes_DRAFT

8. 12.05.2023 North East CRA Governing Board Minutes_DRAFT
9. 12.05.2023 CRA Governing Board Minutes_DRAFT
10. 12.19.2023 City Council Regular Session Minutes_DRAFT
11. 01.02.2024 City Council Regular Session Minutes_DRAFT
12. 01.16.2024 City Council Regular Session Minutes_DRAFT
13. 01.16.2024 North East CRA Governing Board Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, Acting City Manager

Final Approval - 1/31/2024



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

September 21, 2023, 6:00 PM

Mount Dora City Hall

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

CALL TO ORDER

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

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Vice-mayor Crail led a moment of silence and Pledge of Allegiance to the Flag.

ROLL CALL

Members Present

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

Also Present

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

PRESENTATIONS

1. Mount Dora Fun Fact

Mayor Stile provided information about the history of the City Hall building, which was built in 1880. The original building was moved to Astatula in 1953, with the columns and steps remaining. The current City Hall was built behind the columns. The City bought the building in 1931 for \$15,000.00.

2. Fire Chief Pinning

Mayor Stile administered the oath for Fire Chief Hightower to be pinned as the Mount Dora Fire Chief. Chief Hightower was pinned by his wife, Janet.

3. Mount Dora Community Solar

Electric Utility Director Steve Langley presented a PowerPoint to provide information on the Mount Dora subscription solar program. He explained how the program will work and how the solar adjustment rate is calculated. The City of Mount Dora has an option to join this program as well.

PUBLIC COMMENTS

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

APPROVAL OF AGENDA

Councilmember Rolfson proposed Action Item Two be renamed "Recognition and Appreciation of Five Years of Service and the Resignation of the City Attorney, and of Roper Law Firm as City Attorney," or something similar. It would be inaccurate to imply termination. The City Attorney had not been terminated, but had resigned and offered to remain with the City as long as the City requests her assistance.

Mayor Stile called for the removal of Action Item Two, and for moving Action Item Four to the position of Action Item Two, and for Consent Agenda Item Two to be moved to Action Items. Councilmember Cataldo asked for Consent Agenda Item Eight, to be moved to Action Items because of a question regarding the attached organizational chart. Councilmember Rolfson requested Consent Agenda Item Six be moved to Action Items, since the memo indicates the City Manager does not agree with approval of this item. For the same reason, Consent Item Five would be moved to Action Items. He requested Consent Agenda Item Seven be moved to Action Items because it involves a policy change.

Mayor Stile yielded the gavel to Vice-mayor Crail in order to motion.

MOTION BY MAYOR STILE TO APPROVE THE AGENDA WITH CONSENT ITEMS TWO, FIVE, SIX, SEVEN AND EIGHT MOVED TO ACTION ITEMS, AND FOR ACTION ITEM TWO TO BE REMOVED FROM THE AGENDA, AND FOR ACTION ITEM FOUR TO BE MOVED UP; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Stile
Rolfson
Cataldo
Dawson
Walker
Bryant
Crail
NO None

CONSENT AGENDA

- 1. Request Approval of the Piggyback Agreement Between the City of Mount Dora and Universal Engineering Sciences for On-call Building Services**
- ~~2. Request Approval of Grant Agreement Between the City of Mount Dora and FHWA for the Safe Streets and Roads for All Action Plan~~**
***Moved to Action Item One**

3. Request Approval of Vendor Agreement with Lake Community Action Agency for the Low Income Home Energy Assistance Program Vendor Payment (LIHEAP) Program

4. Request Approval of Change Order with Ten 8 Fire Equipment for Vehicle Maintenance on Fire Apparatus

**~~5. Request Approval to Waive Fees for Use of the Martin Luther King Center by TK Law~~
*Moved to Action Item Two.**

**~~6. Request Approval to Waive Fees for Use of the Mount Dora Music Hall by Shaping heARTS~~
*Moved to Action Item Three**

**~~7. Request Adoption of Resolution No. 2023-43, Adoption of Fund Balance Policy~~
*Moved to Action Item Four**

~~8. Request Adoption of Resolution No. 2023-46, Accepting the FY 2021-2022 Annual Comprehensive Financial Report/Audit (ACFR) prepared by MSL, P.A., and adopting Time Parameters and Procedures~~ * Moved to Action Item Five

9. Request Approval of Meeting Minutes

- August 8, 2023 City Council Special Meeting
- August 28, 2023 City Council Special Meeting

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA WITH THE CHANGES MENTIONED IN THE PREVIOUS MOTION; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of Grant Agreement Between the City of Mount Dora and Florida Highway Association (FHWA) for the Safe Streets and Roads for All Action Plan
***Formerly Consent Agenda Item Two.**

Mr. Comiskey called upon Public Works Director George Marek, who explained how the City chose to pursue this grant opportunity. Mr. Marek explains this grant program is provided by the Federal Government for communities to work on safety projects for their transportation systems. With this grant, the Federal Government will do an 80% cost share of approved projects. The grant requires an Action Plan submitted by the grantee, which identifies projects and establishes the costs. Once the Action Plan is approved, the City can promote the projects in the plan to the Federal Government and receive the grant funds for the projects.

MOTION BY COUNCILMEMBER CATALDO TO APPROVE THE GRANT AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND FHWA FOR THE SAFE STREETS AND ROADS FOR ALL ACTION PLAN; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Cataldo
Crail
Rolfson
Dawson
Walker
Bryant
Stile
NO None

**2. Request Approval to Waive Fees for Use of the Martin Luther King Center by TK Law
*Formerly Consent Agenda Item Five.**

Mr. Comiskey stated he doesn't approve of treating various nonprofits differently, and that everyone should be charged the same fee.

Councilmember Bryant mentioned there are certain nonprofits that directly serve and benefit the community. The TK Law Firm is serving the community. He was in favor of waiving the fee, but requiring a deposit, with the same conditions applying to the next item. He suggested the City re-examine its policy.

Councilmember Walker spoke in favor of waiving the entire fee, recognizing the value of TK's service to the community. He pointed out the City waived over 40,000.00 in liens, and that the citizens already pay for this facility with their taxes.

Councilmembers Rolfson and Dawson supported waiving the fee. Any citizen would be able to benefit from the legal services offered on that date. Mayor Stile pointed out TK Law was charged a deposit last time.

There was discussion as to why this item was on the Consent Agenda. Mr. Comiskey placed it on Consent because he felt Council would vote in favor of the waiver.

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

MOTION BY COUNCILMEMBER WALKER TO WAIVE THE FACILITY RENTAL FEE, INCLUDING DEPOSIT, FOR TK LAW TO USE THE MLK BUILDING ON MARCH 2, 2024; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Dawson
Cataldo
Rolfson
Bryant

Crail
Stile
NO None

**3. Request Approval to Waive Fees for Use of the Mount Dora Music Hall by Shaping heARTS
*Formerly Consent Agenda Item Four.**

Mr. Comiskey explained this item is similar to the item immediately before it with TK Law. Councilmember Bryant suggested the deposit not be waived. The deposit would be charged for each instance, with \$95 refunded from the customary \$100 deposit upon completion of the rental with no damage to the facility. Parks and Recreation Director Troy Shonk told Council damage to facilities is rare.

Mayor Stile opened public comment.

Christine King Harris, 402 East Jackson Avenue, spoke about the quality of the MLK Building.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO WAIVE THE FACILITY RENTAL FEE, INCLUDING DEPOSIT, FOR SHAPING HEARTS TO USE THE MOUNT DORA MUSIC HALL; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile
NO None

**4. Request Adoption of Resolution No. 2023-43, Adoption of Fund Balance Policy
*Formerly Consent Item Seven.**

City Attorney Sherry Sutphen read Resolution No. 2023-43 by title only.

RESOLUTION NO. 2023-43

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE UPDATED FUND BALANCE POLICY PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF RESOLUTION NO. 2020-127; PROVIDING FOR ADOPTION OF FUND BALANCE POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Comiskey stated that Finance created this policy in response to comments that were part of the annual city audit. The Finance Committee created this policy in response to comments that were part of the annual city audit. The Finance Committee created this policy in response to comments that were part of the annual city audit.

the recently completed audit. Finance Director Rita Meade stated the City is changing its minimum required balances for the General, Northeast CRA, Downtown CRA, Building Division, Electric, Fire Assessment, Water, Wastewater, Sanitation, Stormwater, and Self Insurance funds. The policy calls for a minimum balance of two months' of regular revenue or department expenditure. The audit noted the City is over on its minimum required balances. Maximum balance limits are being removed altogether.

CRA Administrator Adam Sumner told Council these changes were within regulation.

Vice-mayor Crail asked whether Ms. Meade worried about lowering the Self Insurance fund from 50 to 33%. Ms. Meade pointed out that last year the limit was below the new minimum. She said 50% is too much. Mr. Comiskey pointed out the City is partially self-funded, and that the City is budgeted to cover everything under the stop-loss.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-43, ADOPTION OF FUND BALANCE POLICY; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile

NO None

- 5. Request Adoption of Resolution No. 2023-46, Accepting the FY 2021-2022 Annual Comprehensive Financial Report/Audit (ACFR) prepared by MSL, P.A., and adopting Time Parameters and Procedures**
***Formerly Consent Agenda Item Eight.**

City Attorney Sutphen read Resolution No. 2023-46 by title only.

RESOLUTION NO. 2023-46

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE AUDIT PREPARED BY MSL, P.A, FOR FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ANNUAL COMPREHENSIVE FINANCIAL REPORT/AUDIT (ACFR) AND TIME PARAMETERS AND PROCEDURES; 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.

The agenda item title should read that this report is for fiscal year 2021-2022. The fiscal year referenced was correct in memo, but wrong in the item title.

Ms. Meade explained that the organizational chart shows the City Attorney reports directly to City Council.

Councilmember Rolfson asked about understaffing in the Finance Department and was told that the department is still short staffed. The auditors suggest adding staff, but a staff increase has not been addressed in the new fiscal year's budget.

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

MOTION BY COUNCILMEMBER BRYANT TO ADOPT RESOLUTION NO. 2023-46; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Bryant
Dawson
Cataldo
Rolfson
Walker
Crail
Stile

NO None

6. Request Approval of the Interlocal Agreement between the City of Mount Dora and Lake County Related to the Maintenance of Certain Facilities for the Lake County Roundabout Project at Eudora Road/CR19/Old Highway 441

***Formerly Action Item One**

Mr. Comiskey explained the county has a project on Eudora Road and intends to build a roundabout as part of the project. Council already approved the relocation of utilities for this project. The county will include sidewalks and trees if the City agrees to maintain those elements.

The agreement is not ready for Council approval at this meeting, but Mr. Comiskey sought to ascertain whether Council would be in favor of this offer from the county. Mayor Stile asked about the note in the memo stating the City Attorney had not reviewed the agreement. City Attorney Sutphen told Council she asked that the memo be clear she had not reviewed the agreement. She told Council she would not waste City funds reviewing an agreement that had not been approved by the county attorney yet.

Public Works Director George Marek told Council the agreement attached to the item had not yet been approved by the county attorney. The City wished to have as part of the agreement the stipulation that the contractor would be responsible for sidewalks and trees for a period of two years, with a clear indication of when the City's responsibility for maintenance would begin.

MOTION BY COUNCILMEMBER BRYANT TO SHOW SUPPORT THIS CONCEPT, BUT TO TABLE THIS ITEM UNTIL A FINAL AGREEMENT IS BROUGHT TO COUNCIL; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Bryant
Walker
Cataldo
Rolfson
Dawson
Crail
Stile
NO None

7. Determination of RFP Process for City Attorney Services

***This item was formerly Action Item Four.**

Mayor Stile played audio from the end of the August 1, 2023 Council meeting wherein the Council by official consensus agreed to “direct the City Manager to allow Purchasing to open an RFQ for a new law firm.” A prior RFQ was attached to the agenda item as an example.

Mayor Stile laid out the timeline for the RLOI process that had already taken place, noting its brevity in comparison with the process of an RFP. A Request for Letter of Interest was opened on August 13th, and was closed on August 31st, receiving two respondents. She reminded Council of the timeline of the RFP issued in 2016. She was dissatisfied with the accelerated process that had just taken place.

The City Manager stated that Ms. Sutphen had not been hired through that usual process. Mayor Stile explained to the City Manager she was describing the last time this position went out to bid. Ms. Sutphen clarified the circumstances by which she became City Attorney after the former City Attorney abruptly left.

Mayor Stile emphasized what is usually a months-long process took place in 18 days. Council had not had a chance to gauge the proposed firm’s availability, their fit for our City, and other factors which are usually considered in the normal process.

Mayor Stile reminded Council the City Attorney selection process is delegated to Council as stated in the Charter.

Vice-mayor Crail recalled the meeting two weeks ago when the Vice-mayor spoke in favor of finishing the selection process as soon as possible. While Council wasn't aware at that time that the second firm applying would withdraw their application, the Vice-mayor stated several members of Council expressed satisfaction with both firms presented. The Vice-mayor said Council should adhere to what they voted for two weeks ago.

Mayor Stile expressed discomfort with negotiating during this meeting.

Councilmember Rolfson expressed dissatisfaction with the current process. He pointed out the Purchasing Manager recommended to the City Manager an RFP for this process. He pointed out what he felt was poor communication as the process moved forward. He disagreed with the RFP discussion being moved to take place after the award item on the agenda. He approved of the Shepard Firm, but was not content with the way the selection process occurred.

Mayor Stile pointed out that without moving this Item to the top of Action Items, and with the
February 6, 2024 City Council Regular Session Agenda Packet Page 427 of 728

resignation acceptance occurring before it as originally scheduled, the City would have been left without an attorney.

Councilmember Bryant agreed this item was useful, but would be of more help in the future as this current selection before them does not violate statute or policy.

Mayor Stile opened public comment.

Josh Hemingway, 1177 East Fifth Avenue, spoke about the City Attorney selection process.

Bob Gordon, 601 East First Avenue, asked about the content of RLOI. It was determined the City Manager would respond later in the meeting when the RLOI was being awarded.

Joe Lewis, 148 Charles Avenue, stated he did not see a problem with the City selecting the remaining firm.

Frank Kirwin, 1110, East Fifth Avenue, reminded Council they did not want this item to linger.

Mayor Stile closed public comment.

9. Award RLOI 23-GS-016 City Attorney Services to Shepard, Smith, Kohlmyer & Hand, P.A., Appointing Andrew J. Hand, Esq. and Patrick Brackins, Esq. as City Attorneys, and Authorizing the Mayor to Execute the Letter of Engagement

In response to Mayor Stile's and Mr. Gordon's request, Mr. Comiskey reported on the contents of the RLOI. Mr. Comiskey recommended acceptance of the Letter of Interest from Shepard, Smith, Kohlmyer & Hand.

Mayor Stile said she could not agree to accept the agreement with the stated rates. Mayor Stile and Councilmembers Rolfson and Bryant agreed to accept the firm with the contract open for negotiation. The Vice-mayor was against keeping Ms. Sutphen on for an additional length of time as the City negotiates with the Shepard Firm. Patrick Brackins told Council the City could counteroffer.

Negotiation could not take place outside of Sunshine. Councilmember Rolfson pointed out the rise in the cost of living since Ms. Sutphen's contract had been negotiated. Andrew Hand said the firm could guarantee their rates for a certain period of time. The Shepard Firm said they would extend the date on the presented agreement, which, as presented, expired the following day.

Councilmember Walker suggested removing the two-year term, which all agreed to. Mayor Stile asked about issues currently in litigation. Ms. Sutphen said she felt it would be an easy transition between firms. The Shepard Firm agreed to reduce their hourly rate to \$215/hour for partners and shareholders, and \$175/hour for associates. The remaining rates are \$100/hour for paralegals and \$300/hour for pass throughs.

MOTION BY VICE-MAYOR CRAIL TO AWARD RLOI 23-GS-016 CITY ATTORNEY SERVICES TO SHEPARD, SMITH, KOHLMYER & HAND, P.A., APPOINTING ANDREW J. HAND, ESQ. AND PATRICK BRACKINS, ESQ. AS CITY ATTORNEYS WITH THE ADJUSTED RATES AGREED TO AT THIS MEETING (\$215/HOUR FOR PARTNERS, \$175/HOUR FOR

ASSOCIATES, \$100/HOUR FOR PARALEGALS, AND \$300/HOUR FOR PASS THROUGH), AND AUTHORIZING THE MAYOR TO EXECUTE THE LETTER OF ENGAGEMENT; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Crail
Dawson
Cataldo
Rolfson
Walker
Bryant
Stile

NO None

The Vice-mayor spoke on behalf of Council thanking Ms. Sutphen for her years of service to the City.

PUBLIC HEARINGS

1. Request Adoption of **Resolution No. 2023-31** Replat for Storage Unlimited Lot 3 Ms.

Sutphen read Resolution 2023-31 by title only.

RESOLUTION NO. 2023-31

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO FINAL PLAT ENTITLED "STORAGE UNLIMITED LOT 3"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF REPLAT; 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.

Planning Director Vince Sandersfeld explained the item. The property is an existing industrial warehouse complex. The replat involves splitting the existing building because the owner wishes to sell a portion of it. To do so requires a minor replat.

This is consistent with the City's zoning and staff recommends adoption. The applicant was present to answer any questions.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-31, REPLAT FOR STORAGE UNLIMITED LOT 3; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile

NO None

2. Request Final Reading and Adoption of **Ordinance No. 2023-11**, Land Development Code Amendment

Ms. Sutphen Read Ordinance No. 2023-11 by title only.

ORDINANCE NO: 2023-11

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER I, OVERVIEW, CHAPTER III, ZONING REGULATIONS, CHAPTER VI, DESIGN STANDARDS AND CHAPTER VIII, DEFINITIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Mr. Sandersfeld told Council there had been no changes since the first reading. Staff recommends adoption.

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

MOTION BY VICE-MAYOR CRAIL TO ADOPT ORDINANCE NO. 2023-11, LAND DEVELOPMENT CODE AMENDMENT; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Crail
Rolfson
Cataldo
Dawson
Walker
Bryant
Crail
Stile

NO None

3. Request Final Reading and Adoption of Ordinance No. 2023-13, Annexation for the City of Mount Dora Niles Road (19.97 Acres)

Ms, Sutphen read Ordinance No. 2023-13 by title only.

ORDINANCE NO: 2023-13

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

Mr. Sandersfeld told Council no changes had been made since the first reading. This property had been given to the City by the Florida Department of Transportation. Staff recommends adoption.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2023-13, ANNEXATION FOR THE CITY OF MOUNT DORA NILES ROAD; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Dawson
Cataldo
Walker
Bryant
Crail
Stile

NO None

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

Ms. Sutphen read Ordinance No. 2023-15 by title only.

ORDINANCE NO: 2023-15

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

Mr. Sandersfeld explained this is a companion ordinance to the ordinance adopted with the previous agenda item. Staff recommends adoption.

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

MOTION BY COUNCILMEMBER CATALDO TO ADOPT ORDINANCE NO. 2023-15, CHANGE IN ZONING FOR THE CITY OF MOUNT DORA NILES ROAD; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Cataldo
Crail
Rolfson
Dawson
Walker
Bryant
Stile

NO None

5. **Request Adoption of Resolution No. 2023-40, Approval of Final Millage Rate**

Ms., Sutphen read Resolution No. 2023-40 by title only.

RESOLUTION NO. 2023-40

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE ADOPTION OF THE FINAL MILLAGE RATE FOR FISCAL YEAR 2023-24; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASE; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Budget Director Aneta Barton announced this public hearing is to consider adoption of the final millage rate for the fiscal year ending September 30, 2024.

This hearing is the second of two Truth in Millage (also known as TRIM) public hearings which must be held pursuant to Florida Statutes, Section 200.065(2)I, prior to the adoption of a millage rate and budget by a taxing authority. As such, these are final hearings, and final adoption of the fiscal year 2023-2024 millage rates and final budgets will be considered at these hearings. There are no changes in the millage rate since the tentative rate adopted at the September 7, 2023 meeting under Resolution 2023-36. The aggregate proposed millage rate for fiscal year 2023-24 is 5.9603 mills. The aggregate rolled-back millage rate for fiscal year 2023-24 is 5.4731 mills. The proposed millage rate of 5.9603 mills represents an increase of 8.90% from the rolled-back rate of 5.4731 mills.

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

MOTION BY COUNCILMEMBER WALKER TO APPROVE RESOLUTION 2023-40, ADOPTING THE FINAL MILLAGE RATE FOR THE CITY OF MOUNT DORA FOR FISCAL YEAR 2023-2024, ENDING ON SEPTEMBER 30, 2024; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Rolfson
Cataldo
Dawson
Bryant
Crail
Stile

NO None

6. Request Adoption of Resolution No. 2023-41, Approval of Final Budget

Ms. Sutphen read Resolution No. 2023-41, Approval of Final Budget by title only.

RESOLUTION NO. 2023-41

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE FINAL BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Barton reported the following changes to the budget since the September 7, 2023, public hearing on the tentative budget adopted under Resolution 2023-41:

1. The encumbrance rollovers in the amount of \$10,639,697
2. And the project rollovers in the amount of \$39,199,475
3. The remaining amount of \$410,500 are the rollovers of various Capital Outlays, Join Mobility Plan, Simpson Farmhouse Renovations and Safe Streets and Roads for All Action Plan requested by City Manager”

Ms. Barton stated that the final budget includes General, Special Revenue, Debt Service, Capital, Enterprise and Internal Service Funds. The Citywide Budget including operating and capital costs for FY2023-24 is \$182,257,022. In addition, pursuant to the City Charter, the City Manager must submit an annual budget and we have provided an annual budget at the Fund Level as the attachment to this agenda item.

On Exhibit A to proposed Resolution 2023-41, you can see that \$132,007,350 is the “new monies” which you approved at the tentative budget public hearing on September 7th and the additional \$50,249,672 is the “old monies” which I just explained. Those are the unused – carryforward monies from the current year totaling the budget at \$182,257,022.

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

MOTION BY COUNCILMEMBER ROLFSON TO TO APPROVE RESOLUTION 2023-41, ADOPTING THE FINAL BUDGET FOR THE CITY OF MOUNT DORA FOR FISCAL YEAR 2023-24, ENDING ON SEPTEMBER

30, 2024; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Rolfson
Cataldo
Dawson
Bryant
Crail
Stile

NO None

Ms. Barton announced that with the adoption of Resolution 2023-40 and Resolution 2023-41, the aggregate final millage rate for fiscal year 2023-24 is 5.9603 mills. The aggregate rolled-back millage rate for fiscal year 2023-24 is 5.4731 mills. The final millage rate of 5.9603 mills represents an increase of 8.90% from the rolled-back rate of 5.4731 mills.

Mr. Comiskey requested authorization for the Mayor and/or himself, as City Manager, to execute any and all documents necessary or required to complete the millage rate and budget adoption processes. The Mayor stated she would entertain such a motion.

MOTION BY COUNCILMEMBER ROLFSON TO AUTHORIZE THE MAYOR AND/OR CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY OR REQUIRED TO COMPLETE THE MILLAGE RATE AND BUDGET ADOPTION PROCESSES; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Dawson
Cataldo
Walker
Bryant
Crail
Stile

NO None

DISCUSSION ITEM

1. Proposed Consent Order re: OGC Case No. 23-0151

Mr. Comiskey distributed to Councilmembers suggestions of persons to contact for help with the Consent Order from the Florida Department of Environmental Protection (FDEP). He recommended those on their list for their expertise in this

area.

Ms. Sutphen recommended the City not sign the Consent Order. She also suggested the City allow the new City Attorneys to review the information before acting further on the Consent Order. Mayor Stile asked Mr. Brackins and Mr. Hand if they were willing to review the Consent Order information. Council, by consensus, agreed the City Manager would contact the FDEP for an extension for response to their correspondence. Mr. Comiskey would speak with Mr. Brackins and Mr. Hand the following morning to discuss further what he would speak to FDEP about.

CITY MANAGER'S REPORT

Mr. Comiskey spoke about the upcoming joint meeting between the Mount Dora City Council and the Lake County Board of Commissioners. The location was still being decided.

Mr. Comiskey reported settling with Wharton-Smith for \$50,000.00. There had been a balance in dispute and this was the resolution.

CITY ATTORNEY'S REPORT

Ms. Sutphen had been contacted by Lindsay Greene and was asked to set the record straight regarding Ms. Greene's scope of investigation. First of all, the scope just involves the HR retaliation claim. Ms. Greene said, in interviewing individuals related to that claim, there have been issues raised that are part of information that she has been given, and so she notes those items, and she will provide Council with information she has uncovered on those items, however, she is not investigating anything else. So she wants it to be clear, she is not investigating the second claim that Ms. Sutphen spoke about a few weeks ago. She is strictly investigating this claim, but Council will see there are other issues mentioned that are coming up ancillary, and that's very typical in an investigation of this type, or of employment investigation, things come up that are important to note. So there are things that are going to be mentioned, and she just wanted that to be clear for Council.

Ms. Greene requested Ms. Sutphen ask Council if they wished for Ms. Greene to provide a recommendation at the conclusion of her investigation. Ms. Sutphen suggested Council allow Ms. Greene to make a recommendation.

Mr. Brackins advised Council to request Ms. Greene make a recommendation. He was aware of Ms. Greene's professional reputation. He told Council if there's an investigation in employment matters, he customarily asks the investigator to make a recommendation. Having a recommendation helps because Councilmembers have not heard the witnesses interviewed in person. A third party recommendation is a good idea.

Mr. Comiskey asked the attorneys to review the complaint. Mr. Brackins explained they don't investigate employees.

Council provided a consensus agreement directing Ms. Greene to present a recommendation following her investigation.

Ms. Sutphen thanked Council and the City.

COMMUNICATIONS AND REPORTS

Councilmember Walker thanked Ms. Sutphen and expressed gratitude for her at her departure.

Councilmember Bryant expressed appreciation for Ms. Sutphen.

Councilmember Cataldo thanked Ms. Sutphen. He also thanked City staff for suggesting solar fans for the dog park.

Councilmember Rolfson spoke about attending the Florida League of Cities board meeting tomorrow. He shared information about webinar on sb 170 on impact statements for ordinances. He spoke about issues being addressed at the policy committee meetings. He congratulated the new law firm and he thanked Ms. Sutphen for her service to the City.

Councilmember Dawson spoke about the issues being addressed by the committee on which he is serving. He thanked Ms. Sutphen for her service.

Vice-Mayor Crail welcomed the new law firm. He commended the Mayor for her service at Eden Abbey to raise money for the Mount Dora High School stadium.

Mayor Crissy Stile thanked the new law firm. She told Councilmembers the Clerk would send a link to a petition she had been asked to sign on behalf of the City. She thanked Ms. Sutphen for her service to the City.

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Mayor Stile adjourned the meeting at 8:43 p.m.



**MOUNT DORA CITY COUNCIL
LAKE COUNT BOARD OF COUNTY COMMISIONERS
JOINT WORKSHOP MINUTES
October 16, 2023, 6:22 PM
Sorrento Elementary School
24605 Wallick Rd, Sorrento, FL 32776**

Call to Order

Having been duly advertised as required by law, at 6:00 p.m. Commissioner Smith called to order the joint workshop of the Mount Dora City Council and the Lake County Board of County Commissioners.

I. Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Sean Parks.

Councilmembers Present

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

Commissioners Present

Kirby Smith, Chairman
Douglas B. Shields, Vice-chairman
Sean Parks, District 2
Leslie Campione, District 4
Josh Blake, District 5

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk
Jennifer Barker, County Manager
Melanie Marsh, County Attorney
Josh Pearson, Lake County Deputy Clerk
Niki Booth, Executive Office Manager, Lake County
Tara Tedrow, Attorney for Richland Communities

II. Welcome from Chairman Smith and Mayor Stile

Chairman Smith and Mayor Stile welcomed those attending the workshop and thanked them for their participation. Mayor Stile introduced the new Mount Dora City Attorney.

III. Overview of the Workshop and History of Wolf Branch Innovation District

Dr. Levey provided an overview of what would take place during the workshop, explaining this workshop would focus on the Richland Communities. He spoke of the regional access opportunities available with the establishment of the SR 453/SR 46 interchange. He spoke about the history of planning for the Wolf Branch Innovation District.

Dr. Levey used a PowerPoint while presenting. The PowerPoint is attached to the minutes as Exhibit A.

IV. Presentation of Findings from Pre-Workshop Interviews

Dr. Levey described the areas affected by the plan, and reported on information gathered from interviews with Councilmembers and Commissioners prior to the workshop. He summarized expressed concerns and comments he received regarding development aligning with the Wolf

Branch Innovation District plan. Some of the variation from strict alignment with the plan are being suggested due, in part, to changes in market conditions.

V. Presentation of the Richland Communities Proposed Plan

Ms. Tedrow spoke on behalf of Richland Communities. She described in detail their proposed developments, explaining the reasons behind their choices and the ways Richland believes their choices would contribute to the success of the Wolf Branch Innovation District. She referred to graphics included in the attached PowerPoint.

VI. Review of Richland Plan vs Wolf Branch Innovation District Plan

Dr. Levey presented a table comparing elements of the Richland Proposal to elements of the Wolf Branch Innovation District plan. The open-space requirement is satisfied on the North side, but not on the South. Dr. Levey stated the belief it would be met by the time the development is completed. Floor Area Ratio and Density requirements are met by the Richland Proposal. Residential Land Allocation does not meet the plan requirement on the North side, but does on the South. The Jobs/Housing ratio falls short of the Wolf Branch plan requirement on the North side, but meets it on the South side and cumulatively. The Commercial Use requirement does not meet the plan requirement on the North side, but meets it on the South side and cumulatively. Dr. Levey pointed out the Richland plan does establish the area as an employment center, with the retail areas helping to contribute to the employment element.

Dr. Levey would like to see city and county staff collaborate to discover whether this plan offers the alignment desired by the city, or, if it doesn't, how the plan can be adjusted to do so.

V. Discussion

Mayor Stile expressed concerns regarding the county's slow responsiveness to city communication, regarding substantial traffic coming from Round Lake toward Sullivan Ranch, and regarding the heavy concentration of residential development over commercial development in the Richland plan. While the developer may include commercial development to happen at a later phase, the mayor voiced concern that the later phase may never occur, so that the community remains largely residential and does not fulfill the Wolf Branch Innovation plan. The mayor pointed out that while the city adopted the Wolf Branch plan into their code, the county did not, and so evaluates developer plans according to different standards. If the city will be annexing the land, and will be servicing the area, the city wishes the land to be developed according the adopted plan, which has become part of its code. The city would like to take part in the planning, not just be handed a plan to which they are expected to agree.

Councilmember Rolfson spoke about improving communication between the parties involved. He supported Dr. Levey's suggestion for getting city and county staff together. He was in favor of not delaying the scheduling of a follow-up meeting between city and county staff. He would deliver his questions to city staff for them to discuss with county staff.

Councilmember Doug Bryant spoke on the helpfulness of the survey. He mentioned the possible effects of future land use amendments. He expressed misgivings about planned unit developments. He mentioned the continuing goal of a live-work-play community. He referred to Dr. Levey's earlier statement about having "one chance" to get it right.

Dr. Levey explained how the proposed retail areas can fit into the plan according to the city's goals for the Wolf Branch plan. He spoke of changes regarding the gateway area, from strictly

retail to lifestyle village center. Where the anchors eventually land will dictate the character of the area. Dr. Levey spoke positively about Richland as a developer for this land. He acknowledged the importance of successful planning for traffic circulation.

Chairman Smith would present his questions to his staff for them to bring to city staff.

Commissioner Campione spoke about the history of the county's and the city's planning for the Wolf Branch area. She mentioned conflict between the city's concepts and the county's land uses, and how these conflicts interfered with the county's adoption of the city's plan. The county is dealing with landowners that already have existing rights. Having one landowner for the district would simplify things. She reminded those present that the city and county will be collaborating on services. She also reminded that one million dollars from the job creation grant went to the city to build a lift station. The county took this to mean the city would be the utility provider. She is in favor of a high-quality retail area, but was cautious about having it located in the gateway area where traffic might be a problem. She argued against plans that would lead to a congested gateway area, and spoke in favor of letting the property owners find the best solutions. She explained the county is trying to work within the landowner's rights.

Commissioner Parks acknowledged the pressures of growth and referenced the development of Wellness Way, and how the Wolf Branch district could follow similar paths. He spoke in support of the Joint Planning Agreement between the city and the county.

Chairman Smith and Mayor Stile concluded the meeting with statements of gratitude, and encouragement of further communication. The city and the county committed to scheduling additional meetings to facilitate collaboration.

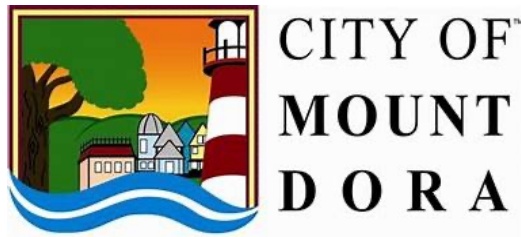
Ms. Tedrow spoke on behalf of Richland, offering availability for questions or comments.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:31 p.m.

Mount Dora – Lake County Joint Workshop

October 16, 2023



Agenda

- I. Welcome from Chairman Smith and Mayor Stiles
- II. Overview of the Workshop and History of Wolf Branch Innovation District
- III. Presentation of Findings from Pre-Workshop Interviews
- IV. Presentation of Richland Communities Proposed Plan
- V. Review of Richland Plan vs Wolf Branch Innovation District Plan
- VI. Discussion
- VII. Summary and Next Steps
- VIII. Adjourn

Wolf Branch Innovation District – Mount Dora Area

Collaboration between Lake County and the City of Mount Dora

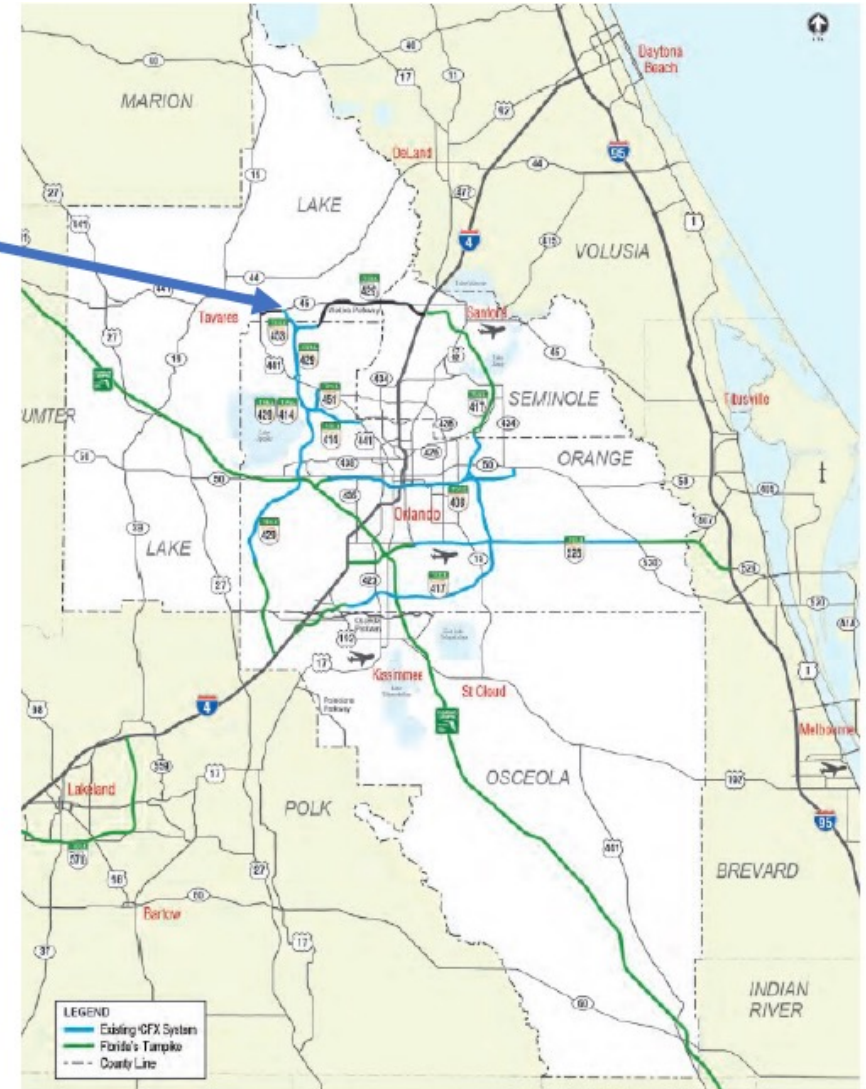
State Road 453 and State Road 46 Interchange

- a) Provides improved regional access via Central Florida Expressway system
- b) Large landholdings capable of accommodating significant employment opportunities

Land set aside for employment uses. Targeted industries include:

- a) Clinical Medicine
- b) Higher Education
- c) Logistics and Distribution

Wolf Branch Innovation District





Wolf Branch Innovation District



History of Wolf Branch Implementation Plan

Date	Jurisdiction	Action
4/1/14	Mount Dora	RPG Economic Development District Master Plan
10/10/17	Mount Dora & Lake County	Approval of Interlocal Agreement for WBID Planning Services with Levey Consulting
11/10/17	Mount Dora & Lake County	Duke Energy Site Assessment Program Plan
7/18/18	Mount Dora & Lake County	Levey Consulting WBID Strategy Report
6/25/19	Lake County (Mount Dora)	Florida Jobs Growth Grant Agreement signed by Lake County (\$2.5M for Round Lake Road Design and Lift Station Construction)
10/15/19	Mount Dora	Resolution 2019-106 - Adoption of the WBID Implementation Plan
10/22/19	Lake County	Adoption of the WBID Implementation Plan and initiation of recommended actions (FLU Map Amendment, Comp Plan Policies & LDC Amendments)
11/15/19	Mount Dora	Resolution 2019-183 - Adoption of the Revised WBID Implementation Plan (minor language change)
10/10/20	Mount Dora & Lake County	Extension of Interlocal Agreement for WBID Planning Services
5/4/21	Mount Dora	Adoption of LDC Amendments which included the WBI-E and WBI-G Districts
12/32/33	Lake County (Mount Dora)	Mandatory Grant ROI - \$15M Private Capital Investment & 3,700 New Jobs

2018 WBID Strategy Report



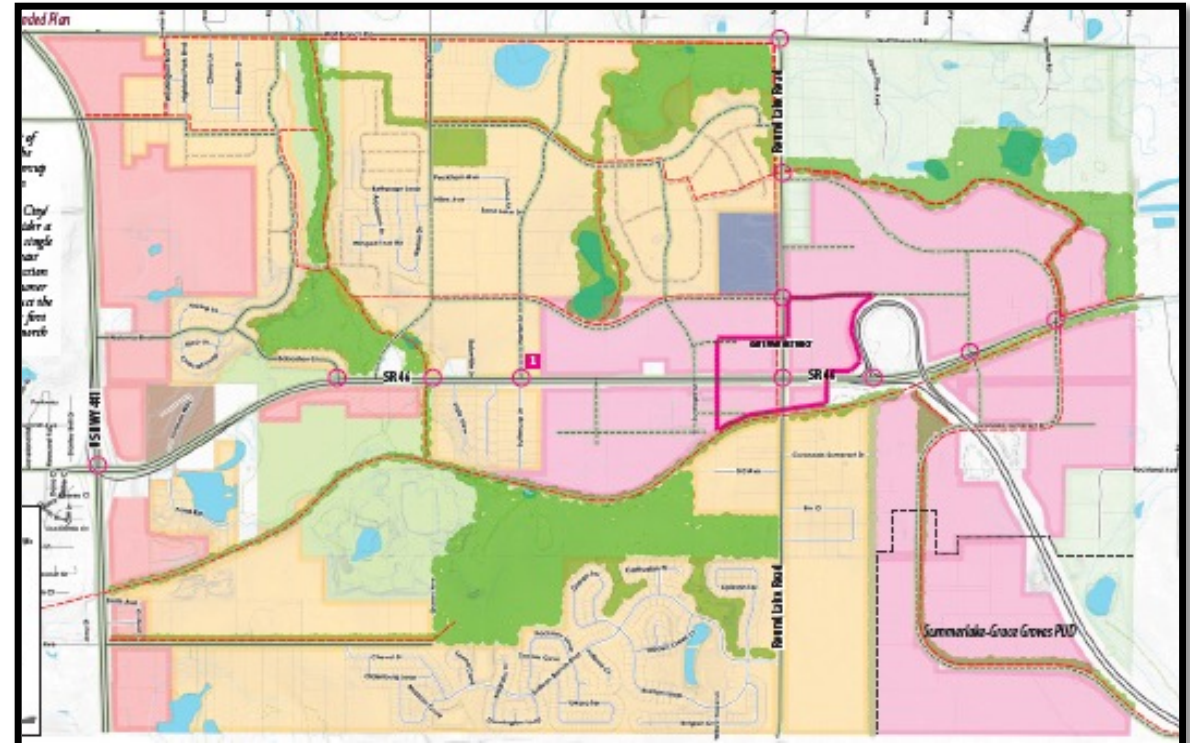
Potential End Users		
Industry	Location Requirements	MSC Justification
Clean Energy	- Access to qualified labor - Proximity to research universities - Proximity to training resources - Proximity to a large metro area - Large tracts of land	- Access to qualified labor - Proximity to the University of Central Florida and the University of Florida - Planned college area on the property - Property is part of the Orlando-Kissimmee-Sanford, FL MSA - Property has 237 developable acres
Emerging Technologies	- Large tracts of land - Access to qualified labor - Competitive operating cost environment - Highway transportation in stages	- Access to qualified labor - Competitive operating cost environment - Planned college area on the property
Life Sciences	- Larger site size requirement - Proximity to population centers with strong quality of life components to recruit required personnel - Adequate manufacturing labor force - Good transportation infrastructure	- Property is located in the Orlando-Kissimmee-Sanford, FL MSA - Adequate manufacturing labor force available - Property has 237 developable acres - Good transportation infrastructure



2019 WBID Plan

Wolf Branch Innovation District Implementation Plan

OCTOBER 30, 2019



2019 WBID Existing Conditions

	County Existing Regional Office FLU	City Existing Employment Center FLU
Floor Area Ratio Maximum	3.0	3.0
Residential Use	Allowed in mixed-use commercial buildings or as stand-alone multi-family units as part of a mixed-use development; Single Family prohibited; only permitted to be constructed after or simultaneously with commercial uses	Limited multi-family as a Conditional Use
Jobs/Housing Ratio	10,000 SF/1 Dwelling Unit	NA
Commercial Use	No more than 20% of floor area (hotels excluded)	No more than 20% of floor area (hotels excluded)
Permitted Uses	Office; limited retail; light industrial (within a building); health services (except hospital); civic; religious organizations; colleges, universities and professional schools; hotels; utilities; limited multi-family	Office; limited retail; light industrial (within a building); health services (except hospital); civic; religious organizations; colleges, universities and professional schools; public order and safety; hotels; hospitals; and utilities
Conditional Uses	Light industrial (outside enclosed building); hospitals; heliports; borrow pits	Light industrial (outside enclosed building); heliports; and limited multi-family
Prohibited Uses	Single Family	Single Family

Findings from Pre- Workshop Interviews

Issue	#	%
WBID should still be an Employment Center	11	100
Looking for solution to differences between City and County	11	100
Communication has been lacking on this issue	7	63.6
Acknowledge 'market forces' have changed since adoption of the WBID Plan	8	81.8
Willing to "Tweak" the WBID Plan	8	81.8
Concern that housing would be built without jobs	11	100
N = 11		

Richland Communities Plan



Wolf Branch Innovation District North & South PUD

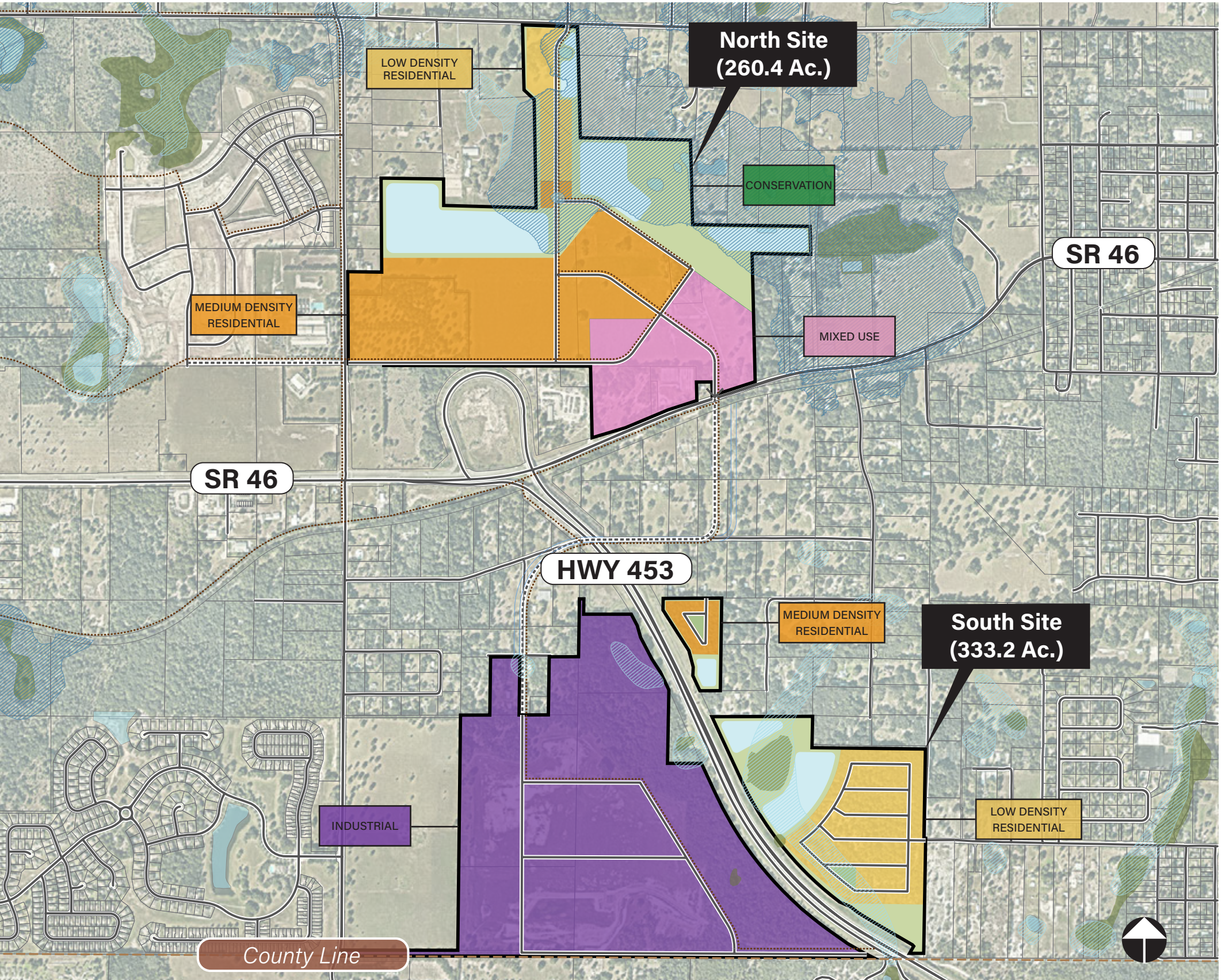
LAKE COUNTY - CITY OF MOUNT DORA
JOINT WORKSHOP

10/16/2023

Prepared by: Richland Communities & RVi Planning + Landscape Architecture



LAND USE PLAN



LEGEND

Property

FLOOD ZONE

A

AE

WETLAND

Freshwater Wetland

Freshwater Pond

LAND USE

Low Density Residential (4 du/ac)

Moderate Density Residential (18 du/ac)

Mixed Use / Employment (20 du/ac)

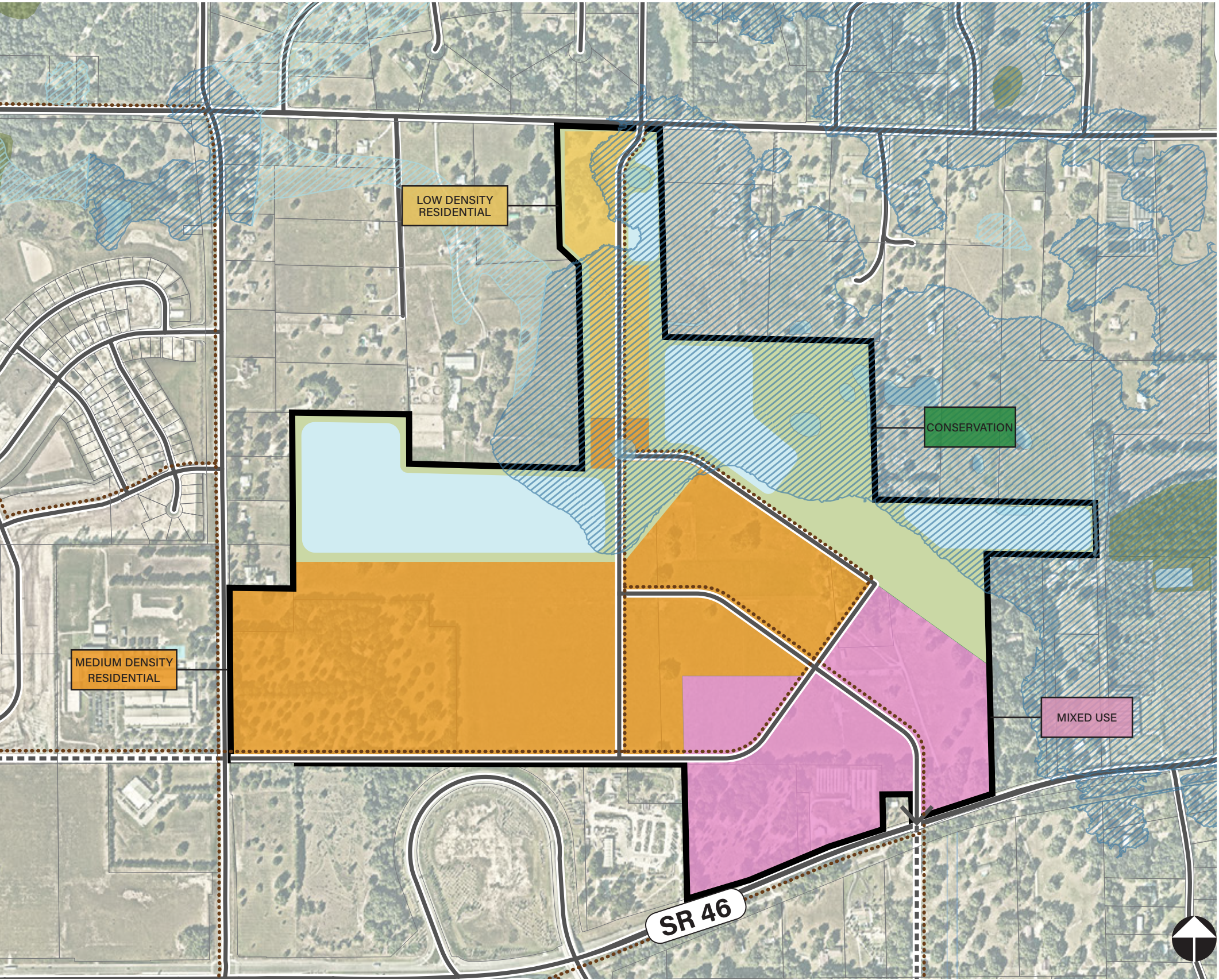
Industrial (1.0 FAR)

Open Space

Stormwater Retention

County Trail System

LAND USE PLAN - NORTH SITE



LEGEND

Property

FLOOD ZONE

A

AE

WETLAND

Freshwater Wetland

Freshwater Pond

LAND USE

Low Density Residential (4 du/ac)

Moderate Density Residential (18 du/ac)

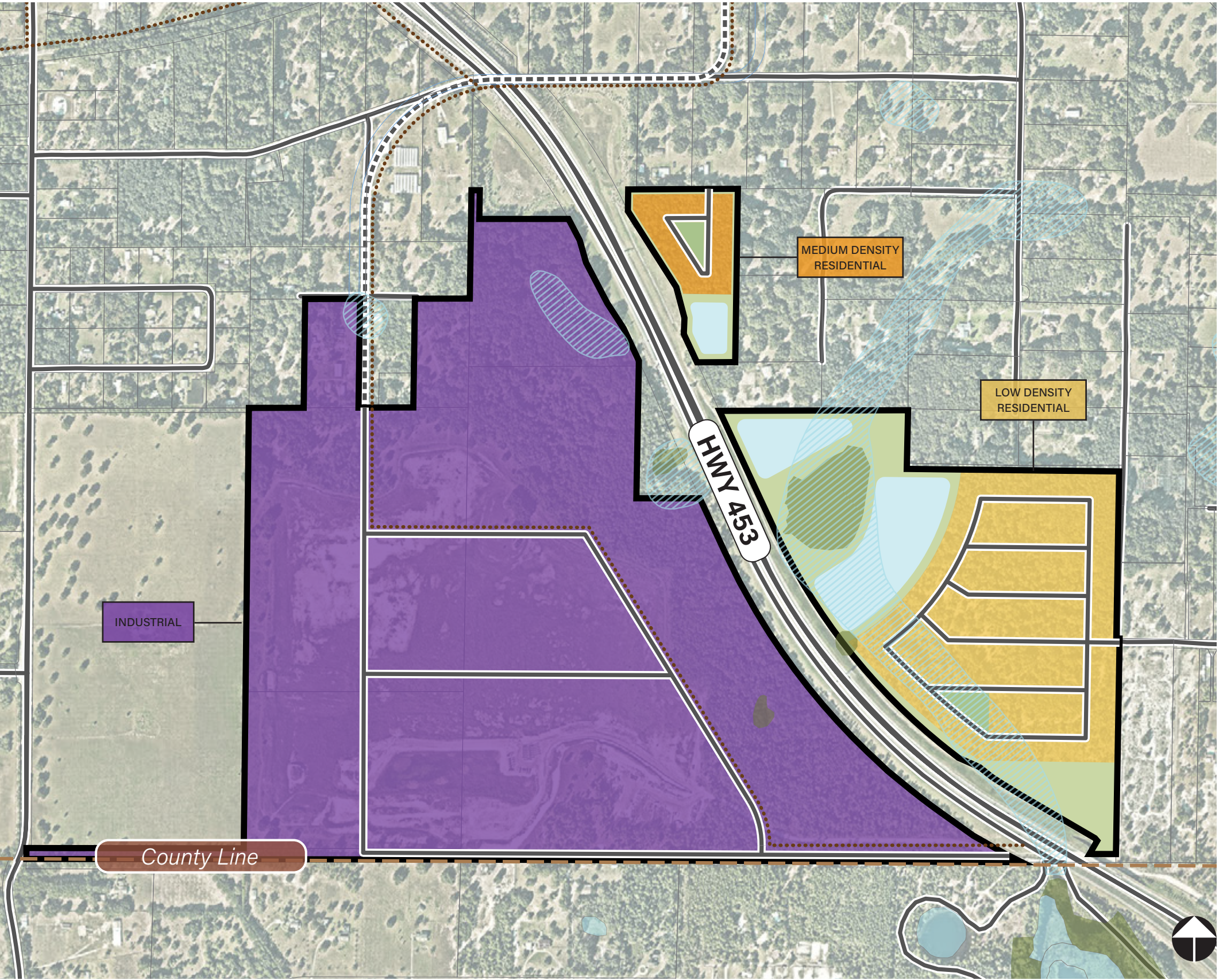
Mixed Use / Employment (12 du/ac)

Open Space

Stormwater Retention

County Trail System

LAND USE PLAN - SOUTH SITE



LEGEND

Property

FLOOD ZONE

A

AE

WETLAND

Freshwater Wetland

Freshwater Pond

LAND USE

Low Density Residential (4 du/ac)

Moderate Density Residential (18 du/ac)

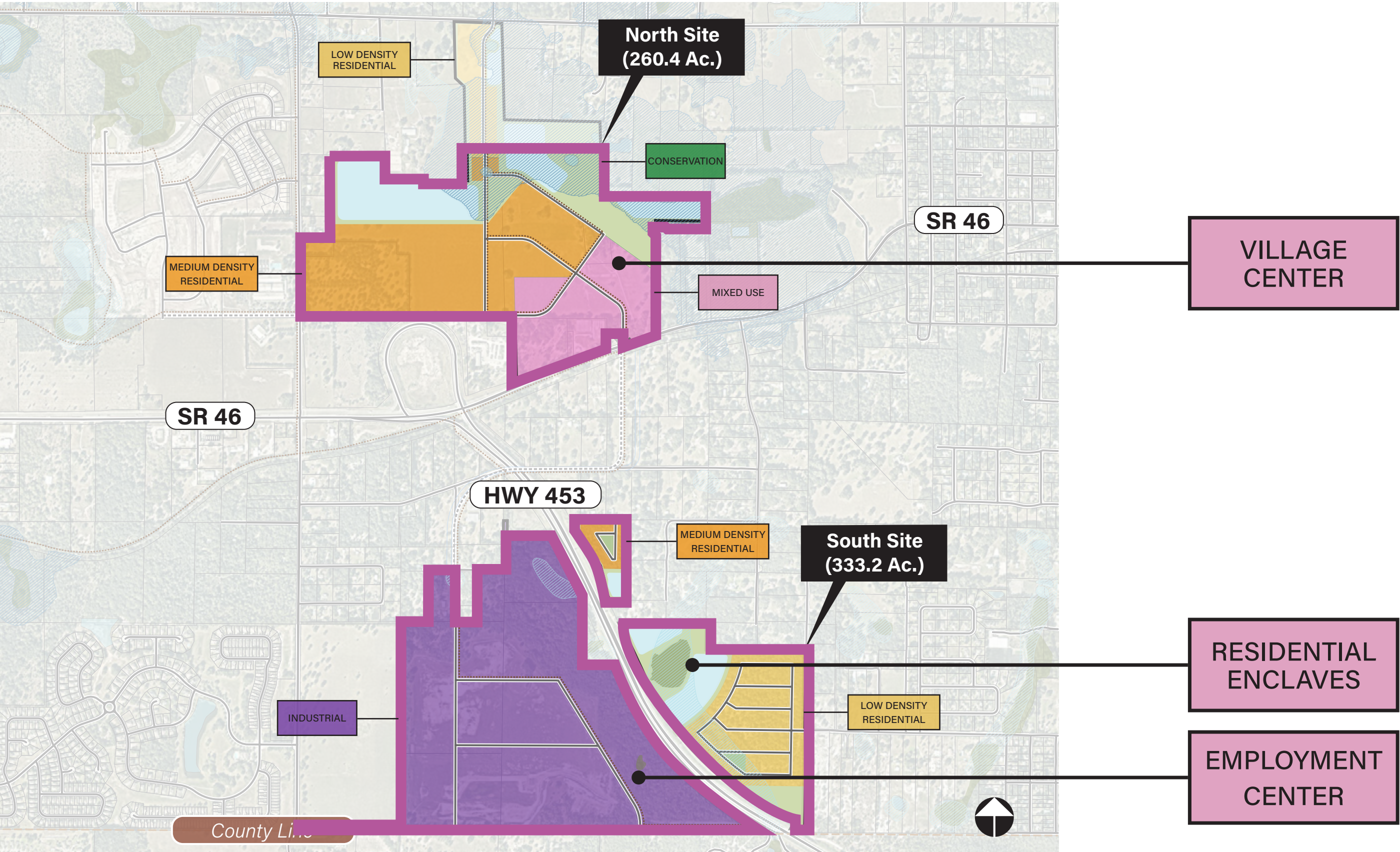
Industrial (1.0 FAR)

Open Space

Stormwater Retention

County Trail System

MASTER PLAN STUDY - AREAS OF FOCUS



MASTER PLAN STUDY - VILLAGE CENTER (NORTH SITE)



LEGEND

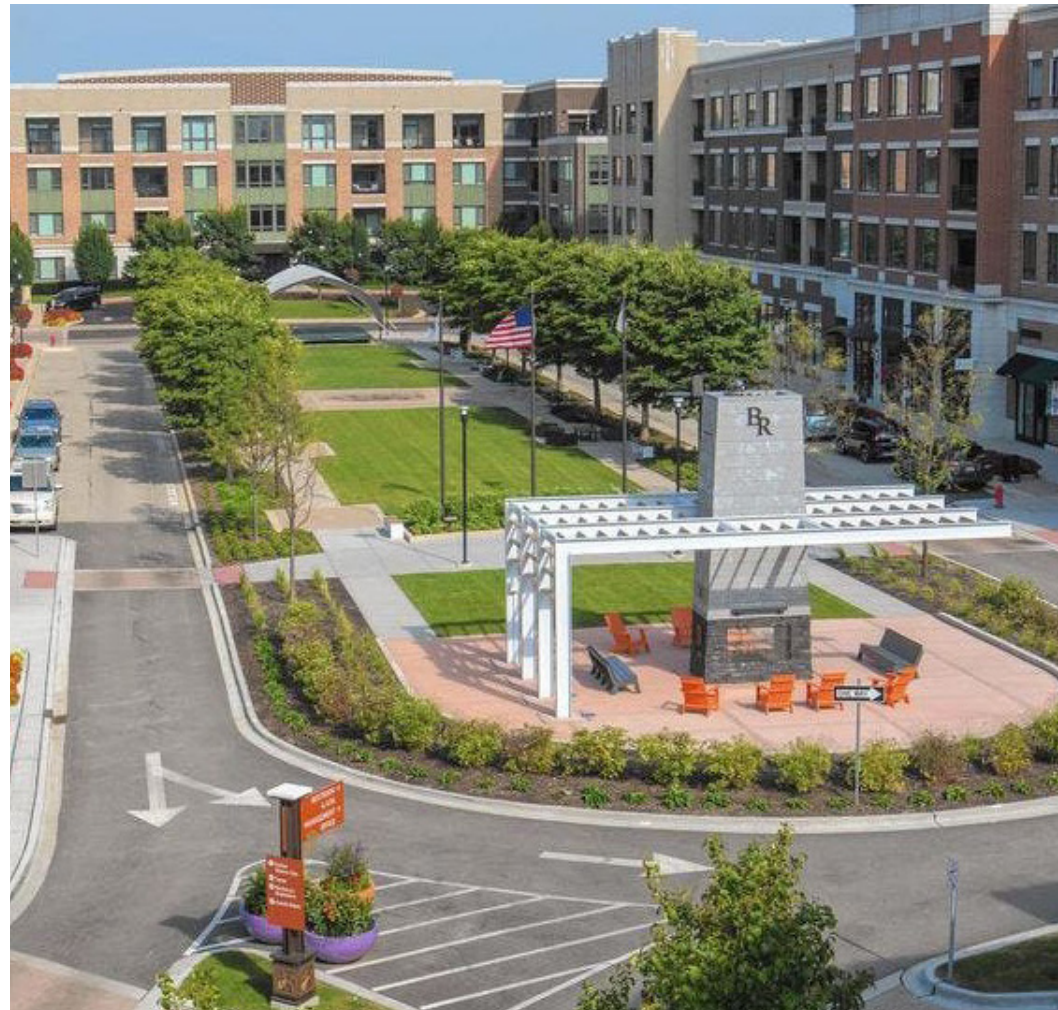
Property

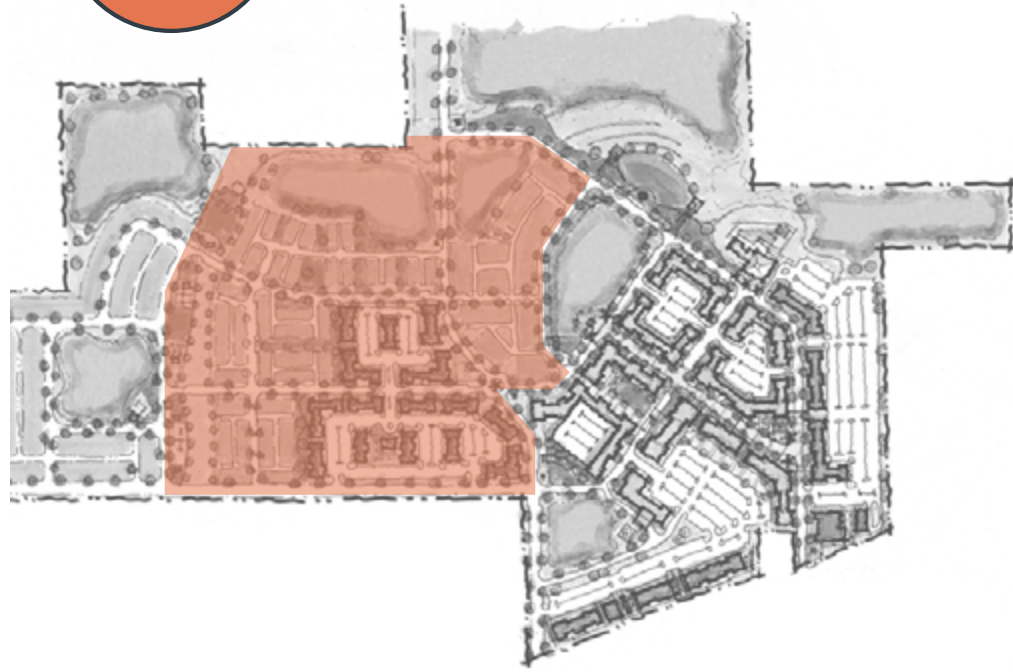
LAND USES

- Mixed Use
- Commercial
- Multi-family
- Single-family Attached
- Park/Civic Space
- Open Space
- Stormwater Management



VILLAGE CENTER





VILLAGE WEST





ROUND LAKE RESIDENCES



MASTER PLAN STUDY - EMPLOYMENT CENTER (SOUTH SITE)



LEGEND

Property

LAND USES

- Single-family Detached
- Single-family Attached
- Light Industrial
- Office/Commercial
- Park/Civic Space
- Open Space
- Stormwater Management

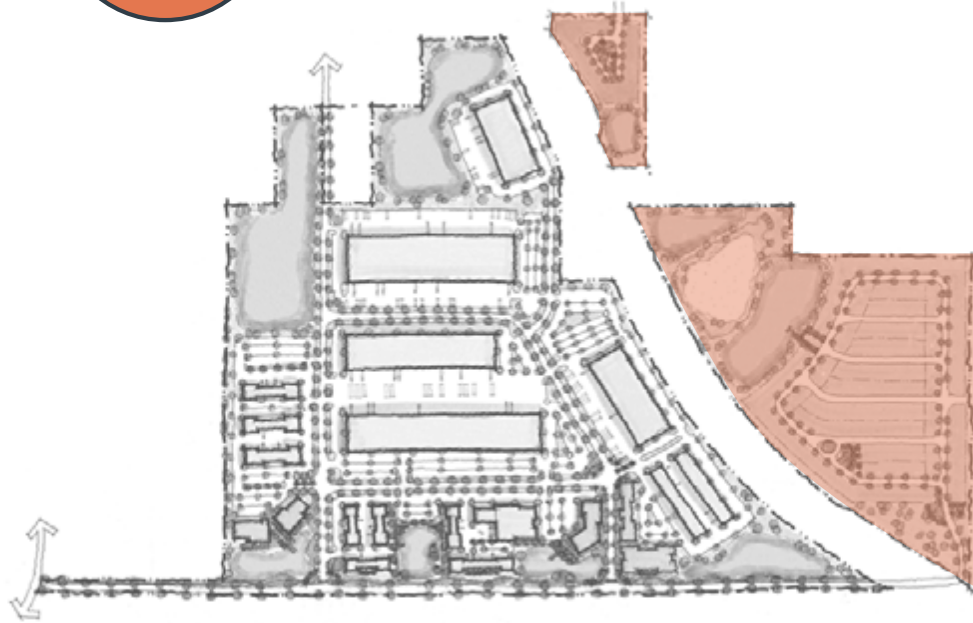


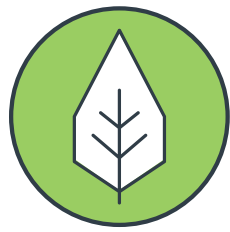
EMPLOYMENT CENTER





RESIDENTIAL ENCLAVES

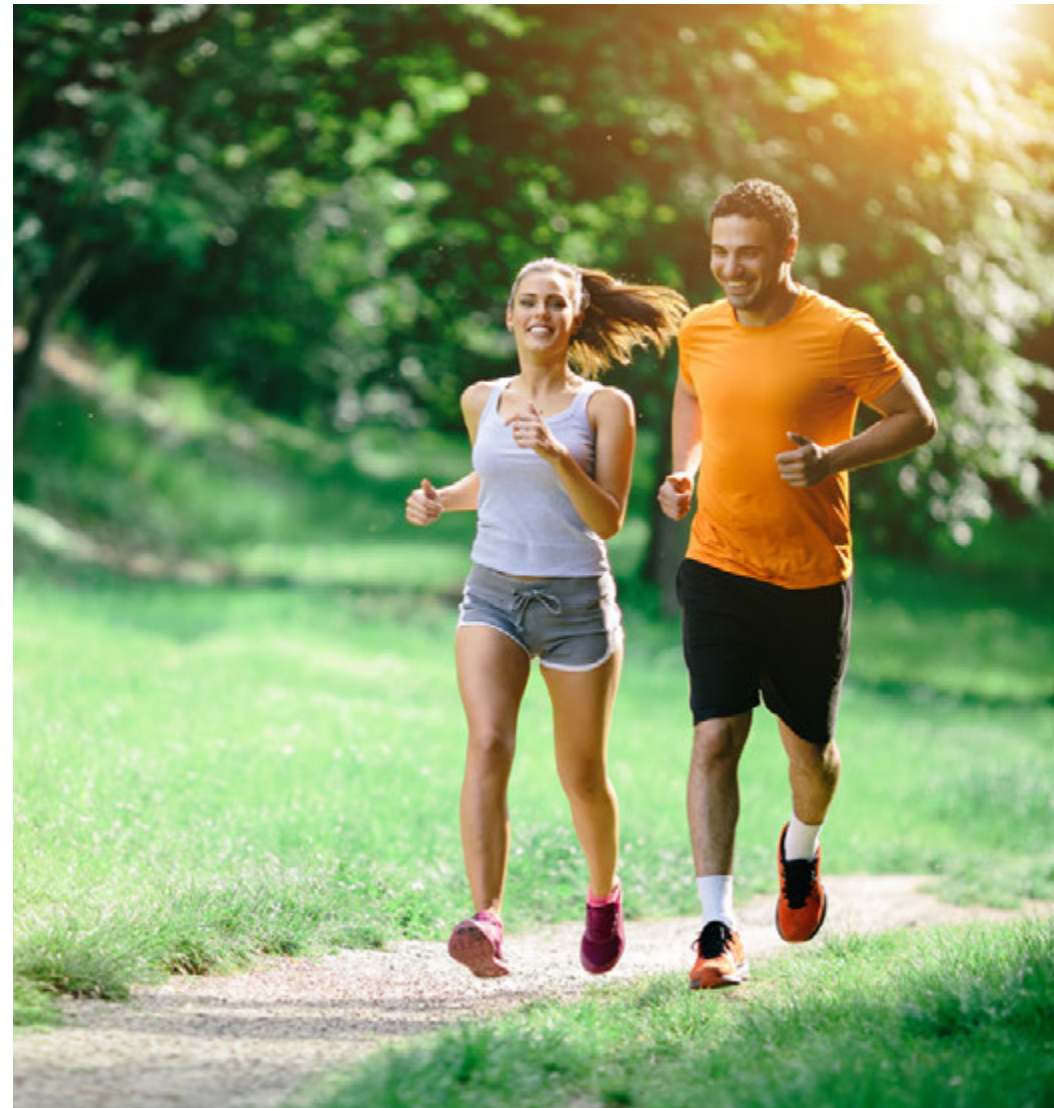




OPEN SPACE AND TRAIL SYSTEM



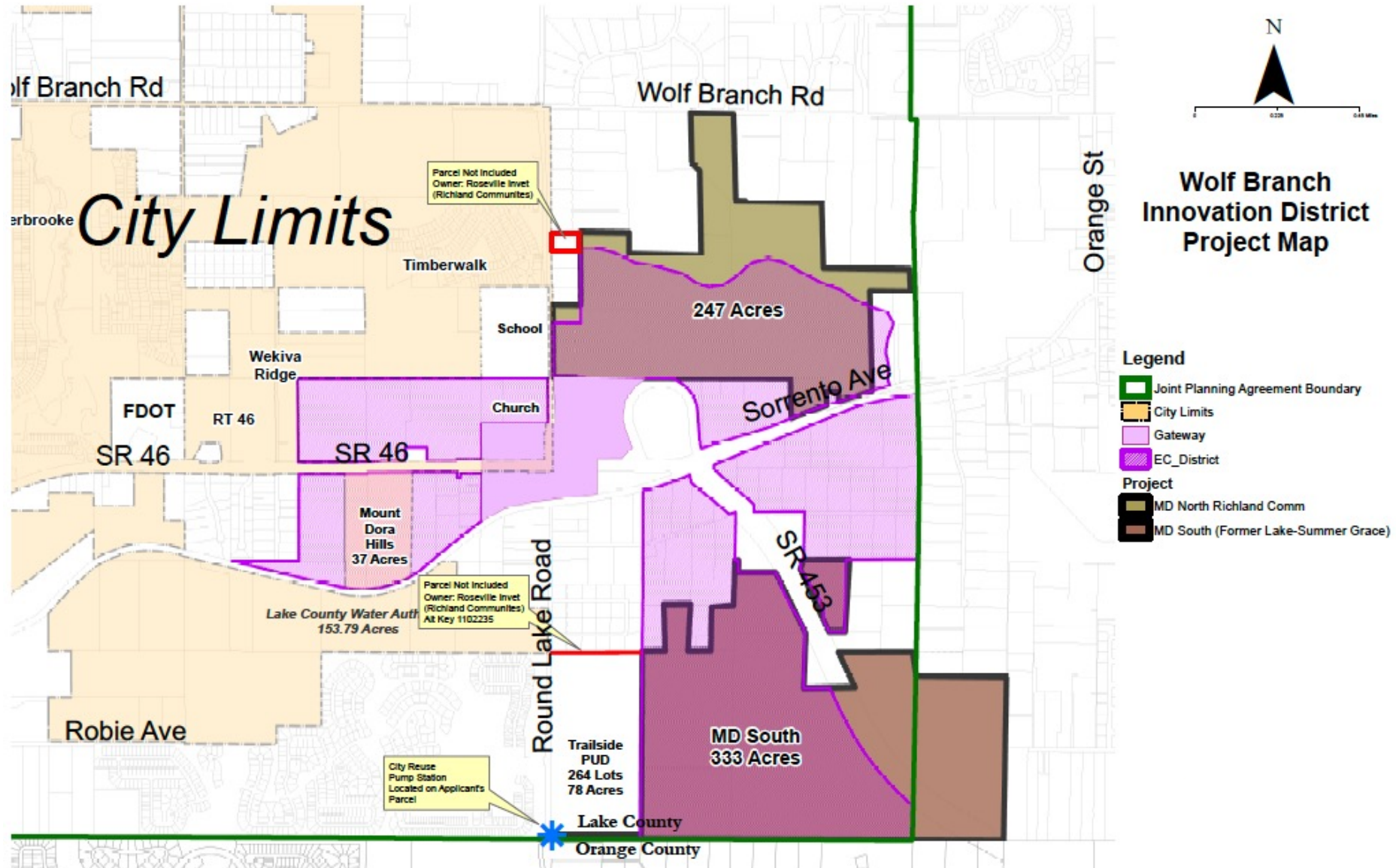
**Neighborhood
Parks**



**Trail & Walking
Paths**



**Conservation
Areas**



Comparison of Richland Plan to Wolf Branch Implementation Plan

Development Standard for Wolf Branch Innovation District	North		South		Total Richland	
	Requirement	Proposed	Requirement	Proposed	Requirement	Proposed
Total Acreage within WBID	222.7 Acres		250.8 Acres		473.5 Acres	
Open Space: Min 15% of Net Buildable Area	Min. 33.4 acres	46.4 acres	Min. 37.6 acres	5.4 acres	Min. 71 acres	51.8 acres*
	Min. 15%	20.8%	Min. 15%	2.2%	Min. 15%	10.9%*
Floor Area Ratio: Max. 1.0 by right; 2.0 with performance criteria	Max. 2,199,780 SF	2,199,780 SF	Max. 10,227,88 SF	10,227,888 SF	Max. 12,427,668 SF	12,427,668 SF
Density: Min. 8 DU per acre; No maximum	Min. 1,006	2,870 DU	Min. 84 DU	190 DU	Min. 1,090 DU	3,060 DU
Residential Allocation: Max. 25% of the Employment Center Land Area. Vertically mixed-use buildings are not counted towards the 25% maximum	Max. 55.7 Acres	125.8 Acres	Max. 62.7 Acres	10.6 Acres	Max. 118.4 Acres	136.4 Acres
	Max. 25%	56.5%	Max. 25%	2.4%	Max. 25%	28.8%
Jobs/Housing Ratio: Min. 900 SF / DU	Min. 900 SF / DU	766 SF / DU	Min. 900 SF / DU	53,830 SF / DU	Min. 900 SF / DU	4,061 SF / DU
Commercial Uses: Max. 20% of floor area for commercial uses (excluding hotels)	Max. 20%	33%	Max. 20%	0%	Max. 20%	6%

Notes: Acreage and entitlements based on land located within the Wolf Branch Innovation District.

* - PUD submittal commits to min 15% Open Space via internal land allocation



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

November 7, 2023, 6:00 p.m.

Mount Dora City Hall

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

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m. Mayor Crissy Stile called to order the regular session of Mount Dora City Council in the City Hall Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Rolfson

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-mayor
John Cataldo, District 1
Cal Rolfson, District 2
Nate Walker, District 5

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present

Dennis Dawson, District 3
Doug Bryant, At-large

PRESENTATIONS

1. Mount Dora Fun Fact

Mayor Stile explained her reason for wearing Eustis High School colors, spoke about the Wave Bistro entry in the Mount Dora Believe or Not book, and about the retirement of Mount Dora Police Detective Angela “Angie” Smith.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Don Stuart, 1622 Normandy Drive, spoke about the Mount Dora Plant and Garden Fair which took place the prior weekend.

Charlie Sands, 980 Page Lane, thanked the City Manager regarding the tree on Eleventh Avenue.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

CONSENT AGENDA

1. Request Approval Of The Amended Irrevocable Standby Letter Of Credit Associated With The Lakeside At Waterman Village Project
2. Request Approval For Purchase Of 2024 Ford Transit 15-Passenger Van In The Amount Of \$61,759.00 From Bozard Ford For Parks And Recreation Department Use
3. Request Approval For Purchase Of FireVent Mobile Training Unit, Requisition #24-2387, In The Amount Of \$93,750.00 From FireVent, LLC For Mount Dora Fire Department Training
4. Request Approval to Issue Blanket Purchase Order to Allied Universal Corp. In The Amount Of \$120,000.00 For Sodium Hypochlorite At WTP1 And WTP2
5. Request Approval to Issue Blanket Purchase Order to Allied Universal Corp. In The Amount Of \$80,000.00 For Sodium Hypochlorite At WWTP1 And WWTP2
6. Request Approval To Apply For The Florida Forest Service Urban And Community Forestry Grant
7. Request Approval Of Agreement Between The City Of Mount Dora And Truist (F/K/A Suntrust Bank) Related To Banking Services and Authorization For The Mayor To Sign All Applicable Documents
8. Approval Of Meeting Minutes
 - August 31, 2023 Executive Session

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE CONSENT AGENDA; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of Second Extension to the Lake County Water Authority (LCWA) Grant for Liberty Avenue Stormwater Treatment Project

Mr. Marek spoke about the project for which this grant is being used. The project's purpose is to correct a flooding problem by draining water which pools along the railroad tracks. A preconstruction conference has taken place. The project is permitted. The LCWA extended the grant at staff's request. This item is now asking the Council's authorization to extend the grant. If the railroad changes hands, nothing about this project would be affected.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE SECOND EXTENSION TO THE LAKE COUNTY WATER AUTHORITY GRANT FOR THE LIBERTY AVENUE STORMWATER TREATMENT PROJECT, AND TO AUTHORIZE THE MAYOR TO SIGN THE RELATED DOCUMENTS; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Rolfson
 Cataldo
 Walker

Crail
 Stile
NO None

2. Consent Order, OGC No. 23-0151 from Florida Department of Environmental Protection (FDEP)

Mr. Brackins spoke about the events leading up to the proposed Consent Order, including the discussions between FDEP and the city.

In their meeting with FDEP, staff spoke about the issues at hand and presented good cause for extensions and for working to offset civil penalties. The City sent proposed revisions and FDEP accepted all revisions. The most significant revisions were related to deadlines for City actions. FDEP would allow 120 days from the acceptance of the Consent Order to procure and produce an odor control plan. The City provided FDEP realistic time estimates for what is in order. After an odor control study, the City will create an updated plan and provide FDEP with any needed design modifications. The City met with FDEP the day before the Council meeting and received assurances from them that they will work with the city as long as the City keeps them apprised.

The proposal being presented at this meeting includes the good reasons for extension. FDEP reviewed the version presented tonight and agreed they would accept this version. Mr. Brackins recommended the City accept this proposal as their response to FDEP.

Council spoke in support of the document being presented. Some items contained within may move forward more quickly than what is proposed in the document. Time has been allowed in the deadlines for possible unforeseen delays. Working within timelines was discussed.

Council and staff discussed obligations under acceptance of the Consent Order, including fines and required actions.

Mayor Stile opened public comment.

Karen Muni, 20931 Oldenburg Loop, asked the City to sign the Consent Order. She presented a photo, attached to the minutes as Exhibit A.

Cheri Pivowar, 30118 Kladruby Point, asked Council to sign the Consent Order.

Michael Santagata, Sr., 30237 Hackney Loop, spoke about the odor in his neighborhood.

Michael Santagata, Jr., 30237 Hackney Loop, spoke about the odor in his neighborhood.

Meisha Santagata, 30237 Hackney Loop, spoke about the odor in her neighborhood and urged the City to sign the Consent Order.

Donna Fickett, 225 Pond Road, spoke about the odor in her neighborhood. She asked the City to sign the Consent Order.

Jill Moorman, 30228 Cheval Street, spoke about the odor in her neighborhood.

Brandon Michael Richardson, 30313 Gidran Terrace, spoke about the odor in his neighborhood. He described steps he would like the City to take.

Mayor Stile asked the City Manager to publish updates on the City website regarding the City's actions on this matter.

Kitty Breed, 5272 Red Coral Circle, spoke about Lake Ola odor problems and the way Orange County communicated with the public regarding steps being taken.

Caleb Solieu, 20849 Oldenburg Loop, spoke about the odor in his neighborhood.

Sven Young, 30213 Tokara Terrace, spoke about the odor in his neighborhood.

Mandy Richardson, 30313 Gidran Terrace, pointed out that the map image shown earlier was created last week.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE SIGNING THE CONSENT ORDER; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Crail
Stile

NO None

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

Council discussed the purpose of this item, and what consequence would occur if they decided not to ratify the purchases. Council sought to ensure bringing the invoices to Council would not impede the progress of the investigation. Council discussed whether or not DSK Law was assigned a scope of work.

Mayor Stile opened public comment.

Bob Gordon, 601 East First Avenue, referred to his white paper on this issue, which he emailed to Council.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER CATALDO TO RATIFY THE PAYMENT OF DSK LAW INVOICES #48915 AND #491281.

Council agreed to have the Vice-mayor provide redacted invoices to Council along with the other attorney bills he presents.

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of Resolution No. 2023-52, City Traffic Calming Policy

City Attorney Patrick Brackins read Resolution No. 2023-52 by title only.

RESOLUTION NO. 2023-52

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA CREATING AND ADOPTING A POLICY FOR THE IMPLEMENTATION OF TRAFFIC CALMING MEASURES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Marek spoke about the policy. He described the goals and how the policy aims to accomplish them, including education and enforcement, signage and striping changes, and, if those measures are not effective, bigger, structural improvements. Speed bumps/humps are a later resort. The policy aims to establish a process so that a traffic-calming team can develop solutions and bring them to council for awareness and direction.

Council discussed the possibility of an appointed traffic-calming team. Mr. Marek has members from his department, including himself and representatives from the police department, meeting monthly, taking in complaints and addressing them to their best ability.

The presented policy puts experts in charge of traffic calming decisions, yet affords citizens opportunity to for input.

Mayor Stile opened public comment.

Nancy Boyer, 540 South Sandlake Court, spoke about crowding and its impact on the City.

Dorothy White, 1736 Jefferson Drive, spoke about needing a sign in her neighborhood.

Mayor Stile closed public comment.

Staff recommends adoption of the resolution.

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2023-52, CITY TRAFFIC CALMING POLICY; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Walker
Rolfson
Cataldo
Crail
Stile

NO None

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

Mr. Brackins read Resolution No. 2023-47, FY 2022-23 by title only.

RESOLUTION 2023-47

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE YEAR-END BUDGET ADJUSTMENTS FOR FISCAL YEAR 2022-23; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF YEAR-END BUDGET ADJUSTMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Budget Director Aneta Barton spoke about the purpose of the resolution, citing FS 166.241 which states that the governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year, under particular circumstances. This resolution satisfies that statute.

The majority of amendment is due to FEMA reimbursement, and increasing health insurance costs because City is self-insured.

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

MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2023-47, FY 2022-23 YEAR END BUDGET AMENDMENT; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Crail
Cataldo
Rolfson
Walker
Stile

NO None

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

Mr. Brackins read Resolution No. 2023-49 by title only.

RESOLUTION NO. 2023-49

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

Finance Director Rita Meade described the changes in this policy, which are revisions in guidelines for training and development, meals and refreshments for city-sponsored events, and reimbursement of meals as outlined in the travel policy.

After Council discussion, it was decided that staff would revise the policy to add the authorization for the City Manager to make the purchases in the section mentioned below, which is under the heading "Allowed Expenditures:"

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

1. For funeral flower arrangements upon death of an employee, elected official, or one of their immediate family members other than Human Resources. In such cases, the City Manager shall make the purchase.
2. Gift cards for an employee, volunteer, board member etc. by a department other than Human Resources. In such cases, the City Manager shall make the purchase."

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-49, PUBLIC PURPOSE POLICY WITH THE ADDITION OF "IN SUCH CASES, THE CITY MANAGER SHALL MAKE THE PURCHASE" UNDER NUMBERS 1 AND 2 BENEATH THE HEADING "ALLOWED EXPENDITURES;" COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Crail
Stile

NO None

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

Mr. Brackins read Resolution No. 2023-54 by title only.

RESOLUTION NO. 2023-54

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

Parks and Recreation Director Troy Shonk explained this resolution authorizes the closing of the docks for launching the fireworks.

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

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2023-54, APPROVING FIREWORKS LAUNCH AT GRANTHAM POINT FOR NOVEMBER 25, 2023 LIGHT UP MOUNT DORA EVENT; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Walker
Rolfson
Cataldo
Crail
Stile

NO None

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

Mr. Brackins read Resolution No. 2023-55 by title only.

RESOLUTION NO. 2023-55

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2023 NEW YEAR'S EVE BLOCK PARTY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Shonk explained this item is similar to the last item, but for New Year's Eve.

Mayor Stile opened public comment.

Christine King Harris, 402 Jackson Avenue, spoke about the distance from the dock to the fireworks launch site and crowd safety.

Mayor Stile closed public comment.

Mr. Shonk assured Council about the safety of the launching point in relation to crowd distance, which is dictated by regulation.

MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2023-55, APPROVING FIREWORKS LAUNCH AND DOCK CLOSURE FOR DECEMBER 31, 2023, NEW YEAR'S EVE EVENT; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Crail
Walker
Cataldo
Rolfson
Stile

NO None

DISCUSSION ITEMS

1. Shuttle Service Parking Solution

Economic Development Director Misty Sommer referred to her prior presentation on the topic at the City's Budget Workshop on August 28th, and spoke about the information she had compiled since that time. Present with Ms. Sommer was Jill Brown of Lake County Transit Services. The options presented at the August 28th workshop were to either solicit a bid for a trolley shuttle, buy a used trolley, or apply for the FDOT grant with Lake County Transit Services to pay half cost of shuttle for three years. Employing an interim temporary shuttle service would prohibit the City from receiving the grant. Staff recommends applying for the grant in May of 2024 (with the grant being awarded in July 2025, and implementation of the trolley operation in October 2025) and using the interim time to collect data from wireless parking sensors the City is planning to install. The option for on-demand electric shuttle service would need to go out to bid, which would limit conversation to not include specific vendors.

Council discussed the consequences of each option. The timeline of bidding was discussed. Council expressed interest in an autonomous shuttle. It was noted that parking solutions are in the CRA budget.

Council expressed a consensus to move forward with requesting a bid through a formal solicitation for an on-demand electric vehicle, while still planning to apply for the grant. If an acceptable bid is received, the City may choose to not apply for the grant.

The CRA is also in favor of this option, although the grant information was not available at the time it was presented to them.

2. Discussion on Wolf Branch Innovation District Infrastructure

Councilmember Rolfson referred to the joint meeting with the County held on October 16th. Planning Director Vince Sandersfeld reported on his communication with the county. A joint meeting between City and county staff has been rescheduled from October 31st to November 15th.

Councilmember Rolfson would like a consensus from Council regarding the provision of utilities to the proposed Richland development. Council decided they would require more information before a consensus is provided.

CITY MANAGER'S REPORT

Mr. Comiskey announced the Conflict Resolution Services proposal has been forwarded to the City Attorney

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about Mr. Comiskey's request to have his legal counsel present for his interview with Lindsay Greene, with the City reimbursing his legal expenses according to the conditions in his employment agreement. ***Council agreed by consensus.***

Mr. Comiskey's interview would take place in early December.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson mentioned the Suntrax transportation system.

Councilmember Cataldo spoke about getting the Century Link cable boxes repaired.

Vice-Mayor Crail commented on the recent festivals.

Mayor Stile thanked staff for the City Government Week events. She commented favorably about the Plant and Garden Fair. She spoke about the PACE program

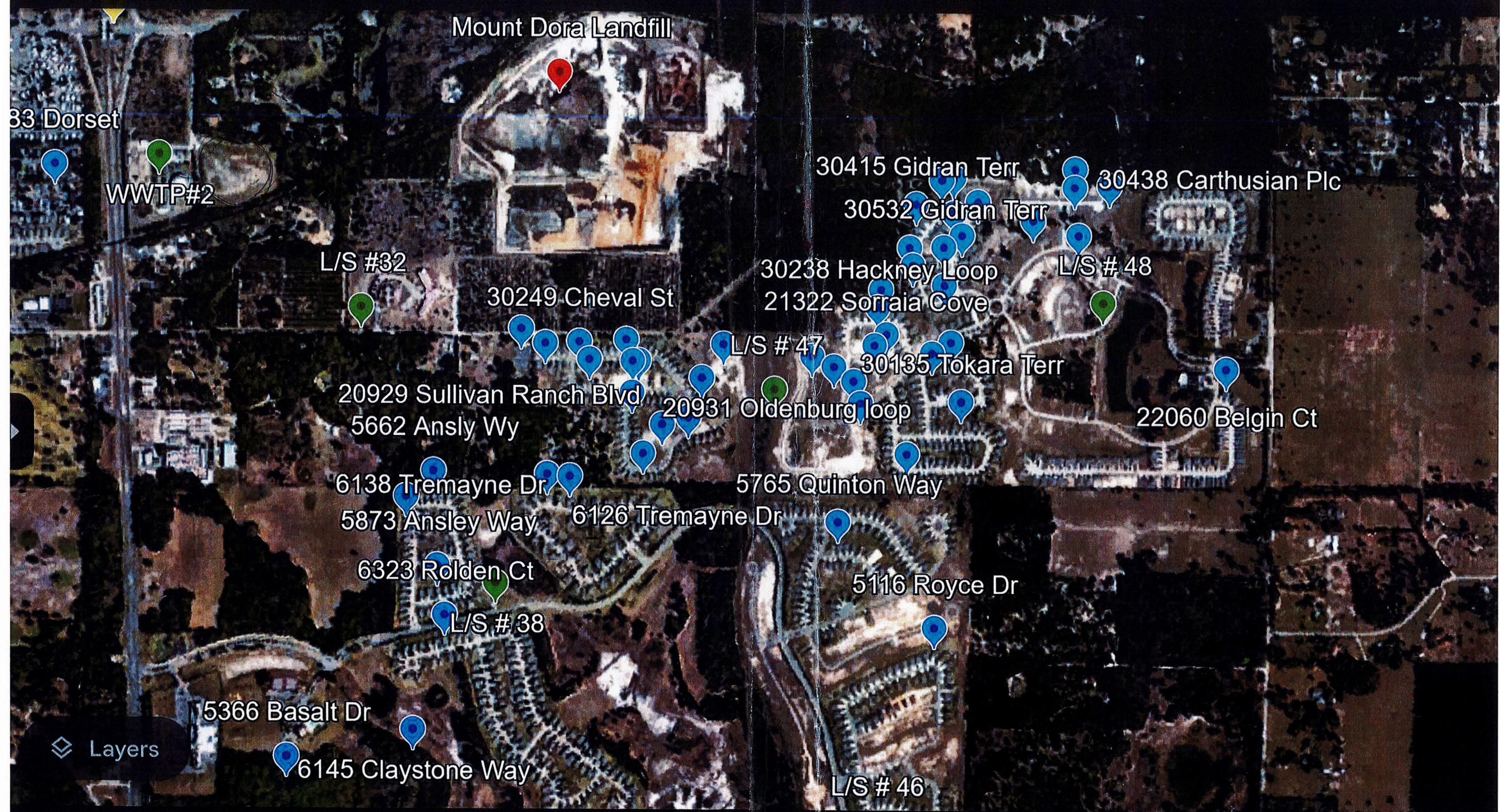
ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 8:26 p.m.

Search Google Earth

Slideshow



Mount Dora Landfill

83 Dorset

WWTP#2

L/S #32

30249 Cheval St

30415 Gidran Terr

30438 Carthusian Plc

30532 Gidran Terr

30238 Hackney Loop

L/S #48

21322 Sorraia Cove

L/S #47

30135 Tokara Terr

20929 Sullivan Ranch Blvd

20931 Oldenburg loop

22060 Belgin Ct

5662 Ansly Wy

6138 Tremayne Dr

5765 Quinton Way

5873 Ansley Way

6126 Tremayne Dr

6323 Rolden Ct

5116 Royce Dr

L/S #38

5366 Basalt Dr

6145 Claystone Way

L/S #46

Layers



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
November 21, 2023, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Crissy Stile called to order the November 21, 2023, Regular Session of the Mount Dora City Council in the City Hall Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Bryant

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Mount Dora Fun Fact

Mayor Stile presented information about

2. Presentation of Wolf Branch City of Mount Dora Resolution by Country Club of Mount Dora Residents

Councilmember Bryant introduced the topic. Kenneth Groves and Dr. Richard Hurley from the Country Club of Mount Dora presented a PowerPoint and provided information about a proposed resolution related to the Wolf Branch sink. The presentation is attached to the minutes as Exhibit A. Mr. Groves explained why the Country Club of Mount Dora is promoting this project, describing reasons action should be taken to protect the Wolf Branch basin and the aquifer. They urged the City to consider codifying protection of the Wolf Branch basin.

3. Small Business Saturday Proclamation

Mayor Stile read the proclamation into the record.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Michell Middleton, 112 East Fifth Avenue, commended the City for naming Chris Carson Employee of the Year.

Dennis Becker, 840 Fairview Avenue, asked Council about slowing down traffic, especially trucks on Old 441. He requested attention to the path around Lake Gertrude, which is in disrepair in some areas. Mr. Becker also asked for the city to address a downed limb blocking the road at Park Place by Lake Gertrude.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

CONSENT AGENDA

1. Request Approval for Code Lien Waiver for 404 Grant Avenue (overgrown lot)
2. Request approval for purchase of four new SludgeKing sludge dewatering boxes from Trippensee Shaw, Inc. for WWTP1 and WWTP2 in the amount of \$299,700.00
3. Request approval of the National Purchasing Cooperative Interlocal Participation Agreement between the City of Mount Dora and BuyBoard
4. Request approval of agreement between the City of Mount Dora and DebtBook related to debt, lease, and subscription management
5. Approval of Meeting Minutes-October 3, 2023 Regular Session

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

PUBLIC HEARINGS

1. Request approval of Resolution No. 2023-59, updating the City of Mount Dora Electric Utility Department Customer-Owned Renewable Generation Policy

Mr. Brackins read Resolution No. 2023-59 by title only.

RESOLUTION NO. 2023-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA AMENDING RESOLUTION 2010-06 PERTAINING TO STANDARDS FOR THE PROMOTION, ENCOURAGEMENT, AND EXPANSION OF THE USE OF RENEWABLE ENERGY RESOURCES, ENERGY CONSERVATION AND EFFICIENCY MEASURES TO INCORPORATE NEW TIER 1 AND TIER 2 INTERCONNECTION APPLICATION AND AGREEMENT FORMS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Comiskey explained the purpose of the item. This resolution changes the Tier 1 and Tier 2 applications submitted from this point forward. It ensures energy generated is not resold by utility customers, clarifying that the solar generation should only be generating energy for the

participating consumer's household, with a 15% margin for over or under. The resolution does not affect existing panels installed by customers.

Mayor Stile opened public comment.

Robert Gordon, 601 East First Avenue, spoke about reselling energy back to the City.

Mayor Stile closed public comment.

It is unclear how many Mount Dora customers have exceeded the 115% generation limit mentioned in the resolution. The timing of the resolution's approval was discussed.

MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2023-59, UPDATING THE CITY OF MOUNT DORA'S ELECTRIC UTILITY DEPARTMENT CUSTOMER-OWNED RENEWAL GENERATION POLICY; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Crail
Dawson
Cataldo
Rolfson
Walker
Bryant
Stile

NO None

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of Resolution No. 2023-22, City Sidewalk Bank Policy

Mr. Brackins read Resolution No. 2023-22, City Sidewalk Bank Policy by title only.

RESOLUTION NO. 2023-22

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, CREATING AND PROVIDING FOR ADOPTION OF A POLICY FOR CONTRIBUTION IN LIEU OF SIDEWALK CONSTRUCTION UNDER SPECIAL CIRCUMSTANCE(S); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Public Works Director George Marek described the purpose of the item. In lieu of sidewalks in certain circumstances, builders may contribute the City's determined rate into a bank for the purpose of funding sidewalk projects in other areas. The funds from this bank would be spent on new sidewalks. The City has other funds devoted to sidewalk repair. Sidewalks are

absent in some areas of the City because the need for a sidewalk had not yet been identified, because of obstructions to building the sidewalk, or for other reasons. The Public Works Department would make decisions about sidewalk needs. The best time to put in a sidewalk is when the development is being built.

Mr. Marek said the City is exploring the making the option available for developers to choose to pay into the sidewalk bank because it is less expensive for them. Developers are informed about the Sidewalk Bank. The possibility to pay into the bank instead of building a sidewalk is being considered. Mr. Marek has been using a state formula for contribution calculation.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO 2023-22, CITY SIDEWALK BANK POLICY; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Cataldo
Dawson
Walker
Bryant
Crail
Stile
NO None

CITY MANAGER'S REPORT

Mr. Comiskey introduced Michelle Janiszewski, who spoke about considering naming the Community Building a historic site. Ms. Janiszewski moderates the Historic Preservation Board, which nominated the Community Building for this status. Ms. Janiszewski asked Council for direction on this matter.

Vice-mayor Crail commented on the historicity of the building. Ms. Janiszewski told Council there would be heightened standards for review for alterations to the building, including those involving landscaping, site improvements, and exterior architectural features.

Council was in support of this item being brought back to Council for approval.

CITY ATTORNEY'S REPORT

Mr. Brackins reported on the progress of activities related to the Consent Order.

COMMUNICATIONS AND REPORTS

Councilmember Cal Rolfson spoke about painting the Waterman bridge over Donnelly Street. Mr. Sandersfeld explained it would not be painted, but is expected to acquire an appealing patina over time.

Mr. Sandersfeld reported on meetings between the City and the County. There would be a meeting between the two parties the following week.

Councilmember Rolfson spoke about Lady Lake raising the starting salaries for their police officers. The starting salary in Lady Lake is \$10,000.00 more than what is offered in Mount Dora.

Police Chief Gibson reported on his department's hiring and leaving statistics. Out of 16 individuals recently hired, nine have left.

Councilmember Doug Bryant spoke about the following day's ribbon-cutting for the Summerview Park pickleball courts, the ribbon-cutting at the butterfly garden next week, and upcoming holiday events.

Councilmember Dennis Dawson asked Mr. Marek for an update regarding the Duke Energy tree trimming activity. Mr. Marek explained that Duke's attorney met with our attorney. It was made known that the power companies are permitted to trim in their right-of-ways. Mr. Marek got a list of trees slated for removal by Duke.

Vice-mayor Marc Crail distributed a summary of attorney bills. The Vice-mayor spoke in support of the Wolf Branch proposal, but cautioned against limiting the city to a set of standards without the County, or other involved parties in concert.

Mayor Crissy Stile spoke about the Summerview courts and Light Up Mount Dora. She announced the lights will come on tomorrow night. She spoke about the parade and the collection for Lake Cares. She reminded those present there are CRA meetings following the Council meeting. Finally, she mentioned the free Thanksgiving meals at Bethel Independent Free Methodist Church.

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:19 p.m.



**CITY OF MOUNT DORA, FLORIDA
CRA GOVERNING BOARD MEETING
MINUTES**

November 21, 2023, 7:30 p.m.

Mount Dora City Hall

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

CALL TO ORDER

Having been duly advertised as required by law, at 7:30 p.m., Chairperson Crissy Stile called to order the November 21, 2023, meeting of the CRA Governing Board in the City Hall Council Chambers.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Adam Sumner, Deputy Planning Director
Jeanann Hand, City Clerk

PUBLIC COMMENTS

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

ACTION ITEM

1. Request Approval of Commercial Visual Improvement Program (CVIP) Grant Agreement with Donnelly 128, LLC

Mr. Sumner explained the item, which is a Commercial Visual Improvement Grant for the properties at 426-432 North Donnelly Street owned by 128 LLC. This is the first grant of this type this year. This is a 50-50 matching grant between the CRA and the property owner. The grant amount is \$7,613.00. The grant will help fund shutters, new paint, and signage. Staff recommends approval. Facade grants do not go before the advisory boards, just the governing board.

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

MOTION BY MR. ROLFSON TO APPROVE THE COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP) GRANT WITH DONNELLY 128, LLC; MR. WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile
NO None

***MOTION BY MR. WALKER TO ADJOURN; MR. BRYANT SECONDED THE MOTION.
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, the meeting adjourned at approximately 7:33 p.m.



**CITY OF MOUNT DORA, FLORIDA
NORTH EAST CRA GOVERNING BOARD
MEETING MINUTES
November 21, 2023, 7:20 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 7:20 p.m., Chairperson Crissy Stile called to order the November 21, 2023, meeting of the North East CRA Governing Board in the City Hall Council Chambers.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Adam Sumner, Deputy Planning Director
Jeanann Hand, City Clerk

PUBLIC COMMENTS

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

ACTION ITEM

1. Purchase Agreement with Debra L. Vallier, PA

Mr. Sumner explained the item, which is a request for the Board to approve the Purchase Agreement with Debra L. Vallier, PA located at 1514 N. Simpson Street. Staff recommends approval of the agreement. Mr. Brackins informed the board they would be approving the agreement before them with two amendments: 1. a change in the date set for a deadline for signing, since the original deadline had passed before the board meeting, and 2. authorization for the City Manager to sign the agreement should a date need to be minorly amended, for elements such as a date change. Board members spoke in favor of being able to use this property for affordable housing and expressed gratitude for the seller's generosity.

Mayor Stile opened public comment.

Ozell Ward, 321 East Jackson Avenue, would like the North East CRA Advisory Board to have an opportunity for input regarding property use.

Staff told Council this item is only approving the sale agreement, not determining the land use. The advisory board would be able to offer input on the land use.

Christine King-Harris, 402 East Jackson Avenue, spoke about the cancellation of advisory board meetings.

Chairperson Stile closed public comment.

Mr. Walker requested that the North East CRA Advisory Board meetings to be held on schedule and for matters like this to be brought before the board. Mr. Sumner agreed.

MOTION BY MR. WALKER TO APPROVE THE PURCHASE AGREEMENT WITH DEBRA L. VALLIER, TO CHANGE THE SIGNING DATE TO DECEMBER 15, 2023, AND TO AUTHORIZE THE CITY MANAGER TO APPROVE MINOR AMENDMENTS; MR. ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Rolfson
Cataldo
Dawson
Bryant
Crail
Stile
NO None

There being no further business for discussion, the meeting adjourned at approximately 7:30 p.m.



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
December 5, 2023, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

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

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Rolfson.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Mount Dora Fun Fact

Mayor Stile shared information about the founding of the Mount Dora Lawn Bowling Club and mentioned the annual Holiday Bowl.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Janet Westlake, 714 North Tremain Street, and Reverend David Averill, 440 East 6th Avenue, spoke about Wreaths Across America.

Rachel O' Ryan, 341 N. Alexander Street, spoke on behalf of the Mount Dora Chamber of Commerce, reporting on their progress regarding the commitments made between the City and the Chamber. Ms. O' Ryan also spoke about upcoming events

Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

CONSENT AGENDA

MOTION BY COUNCILMEMBER CATALDO TO APPROVE ITEM FOUR ON THE CONSENT AGENDA, WITH ITEMS ONE, TWO, AND THREE MOVED TO ACTION ITEMS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

- ~~1. Request approval for the purchase of a storage server for Citywide usage in the amount of \$167,000 purchased under the NASPO (WSCA) contracting agreement. Associated agenda documents and attachments are confidential and exempt under Florida Statute Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d). * *Moved to Action Item One*~~
- ~~2. Request approval for the purchase of Network security appliances and endpoint protection infrastructure in the amount of \$78,734.46 with OMNIA. Associated agenda documents and attachments are confidential and exempt under Florida Statute Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d). **Moved to Action Item Two*~~
- ~~3. Request approval for endpoint refresh in the amount of \$62,517.89 with NASPO. Associated agenda documents and attachments are confidential **Moved to Action Item Three*~~
4. Request Approval of Meeting Minutes
 - October 17, 2023

ACTION ITEMS

1. Request approval for the purchase of a storage server for Citywide usage in the amount of \$167,000 purchased under the NASPO (WSCA) contracting agreement. Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d) **Moved from Consent Agenda Item One to Action Item One*

Internet Technology Director Jason Marlar explained the reason this purchase is necessary. This is the best solution for the City for future use and cost.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE PURCHASE OF A STORAGE SERVER FOR CITYWIDE USAGE IN THE AMOUNT OF \$167,000.00; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
 Cataldo
 Dawson
 Bryant
 Crail

Stile
NO None

2. Request approval for the purchase of Network security appliances and endpoint protection infrastructure in the amount of \$78,734.46 with OMNIA. Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d).

****Moved from Consent Agenda Item Two to Action Item Two***

Mr. Marlar described the purpose of the purchase. He reminded Council about the recent security audit by the Department of Homeland Security. The City will be adopting new cybersecurity standards by resolution in 2024. This purchase will enable the City to meet recommended security standards. Mr. Marlar confirmed this purchase is necessary.

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

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE PURCHASE OF NETWORK SECURITY APPLIANCES AND ENDPOINT PROTECTION INFRASTRUCTURE IN THE AMOUNT OF \$78,734.46 WITH OMNIA; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Crail
 Cataldo
 Rolfson
 Dawson
 Walker
 Bryant
 Stile
NO None

3. Request approval for endpoint refresh in the amount of \$62,517.89 with NASPO. Associated agenda documents and attachments are confidential and exempt under Florida Statute 119.0725(b) and/or (d). ****Moved from Consent Agenda Item Three to Action Item Three***

Mr. Marlar explained this purchase would replace City staff desktops, laptops and monitors that are older than five to eight years of age. Equipment assigned to department heads or managers does not fall under this rotation. The purchase will mainly affect administrative staff. The City is choosing to purchase rather than lease because the City receives a better value that way.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE PURCHASE OF ENDPOINT REFRESH EQUIPMENT IN THE AMOUNT OF \$62,517.89 WITH NASPO; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
 Dawson
 Cataldo
 Walker
 Bryant
 Crail
 Stile
NO None

4. Request Ratification of a Purchase Outside the Parameters of the City Purchasing Policy in the amount of \$50,245 for Conduit Installation with Bellmore Enterprises Incorporated for street lighting on Donnelly St. at Waterman Village and Authorize the Mayor to Execute the Task Authorization associated with this Purchase

Mr. Comiskey explained the purchase is for decorative lights near Waterman Village. The invoice price ran higher than the estimate. Council discussed raising the City Manager's purchase limit. City Manager Comiskey told Council raising the limit would be considered. The planned repaving project will not affect these lights. The Limit area project may affect these lights, but the City is taking that into consideration and will plan accordingly.

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

MOTION BY COUNCILMEMBER ROLFSON TO OF RATIFY THE PURCHASE OUTSIDE THE PARAMETERS OF THE CITY PURCHASING POLICY IN THE AMOUNT OF \$50,245 FOR CONDUIT INSTALLATION WITH BELLMORE ENTERPRISES INCORPORATED FOR STREET LIGHTING ON DONNELLY; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
 Walker
 Cataldo
 Dawson
 Bryant
 Crail
 Stile
NO None

DISCUSSION ITEMS

1. Shuttle Service Parking Solution

Ms. Sommer reminded Council that on November 7th, they reached a consensus to solicit bids through a formal solicitation for a one-year pilot program with the option to extend should the program be successful. Council also agreed to consider the bids received and make a decision based on that information regarding whether the City would apply for a FDOT grant to fund 50% of the program for three years, or whether the City would rather move forward funding the project on its own. Ms. Sommer told Council the RFP would not

be issued until the first quarter of 2024. In the meantime, a survey would be conducted with downtown and uptown merchants to discover when they believe the shuttle would be most beneficial to their staff and customers. The survey will also help determine whom the shuttle will most benefit. Ms. Sommer also provided information on autonomous vehicles.

Council suggested a resident survey. Council also discussed autonomous vehicles.

They suggested Ms. Sommer add a photo to the survey.

CITY MANAGER'S REPORT

Mr. Comiskey reported on improvements being made to the Simpson Farmhouse under the Library's direction. Not using a CMAR saved the City \$30,000.00. Mr. Comiskey also spoke about progress in hiring the Urban Forester, and provided information about the new Public Works complex.

Mr. Comiskey asked Councilmember Rolfson to provide a legislative report. Councilmember Rolfson spoke about the consideration of changes to sovereign immunity, changes to building permit response times, and the repealing of local business tax. He recommended listening to the Monday morning updates from the Florida League of Cities. He spoke about the issues to which his committee is devoting attention, including facilitating police services and the Home Rule implication of short-term rental regulation. Councilmember Bryant reported that his committee is considering the possibility of statewide rules for storm water drainage. Councilmember Dawson told Council his committee focused on the issues of homestead exemption reduction and the use of enterprise funds.

Council discussed the applicant pool for the Arborist/Urban Forester, the use of the Friends of the Environment grant, and the timing of tree planting. The City would like to hire someone with an International Society of Arboriculture (ISA) certification.

CITY ATTORNEY'S REPORT

Mr. Brackins told Council he would have a draft of the Wolf Branch Basin resolution at the next meeting. He spoke about payment of a fine related to the consent order, and about the anticipated completion date of the report from Lindsay Greene.

COMMUNICATIONS AND REPORTS

Councilmember Cataldo presented an update on the CenturyLink boxes and reported on a citizen's golf cart registration

Councilmember Rolfson remarked on the City's Christmas lights.

Councilmember Dawson told those present he is participating in the Community Solar program. He also spoke about the recognition of Mount Dora as one of the top municipalities for equality.

Councilmember Bryant requested updates on AMCO and the JPA. Councilmember Bryant also spoke about the DSK Law invoices.

Vice-mayor Crail spoke about the City's holiday events and the City's search for an Urban Forester. The Vice-mayor also mentioned Councilmember Rolfson's recognition as a leader in Quality Cities.

Mayor Stile spoke about Light Up Mount Dora, and Louise "Lou" Brown's induction into the Lake County Women's Hall of Fame. She also requested AMCO and JPA updates. Mayor Stile recognized departing employees Marilyn Douglas, Toni Deland, and Robert Harper.

ADJOURNMENT

MOTION BY COUNCILMEMBER DAWSON TO ADJOURN; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Mayor Stile adjourned the meeting at 7:16 p.m.



**CITY OF MOUNT DORA, FLORIDA
NORTH EAST CRA GOVERNING BOARD
MEETING MINUTES**

December 5, 2023, 7:27 p.m.

Mount Dora City Hall

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

CALL TO ORDER

Having been duly advertised as required by law, at 7:27 p.m. Chairperson Stile called to order the meeting of the North East CRA Governing Board in the City Hall Council Chambers.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PUBLIC COMMENTS

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

ACTION ITEMS

1. Request Adoption of Resolution No. 2023-57, Amendment to the Northeast CRA Interlocal Agreement with the City of Mount Dora

Mr. Brackins read Resolution No. 2023-57 by title only.

RESOLUTION NO. 2023-57

RESOLUTION NO. 2023-57 (NORTHEAST CRA) A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA; AUTHORIZING THE CHAIR TO EXECUTE SAID AMENDMENT; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Deputy Planning Director Adam Sumner explained the purpose of the amendment, which is to add community policing to the agreement between the City and the North East CRA. The services provided to the North East CRA by the City must be included in their interlocal

agreement. This item satisfies that requirement. A similar agreement was just approved at a prior meeting for the CRA Governing Board.

Mayor Stile opened public comment.

Christine King Harris, 402 Jackson Avenue, stated she expresses the same comments she expressed at the prior meeting of the CRA Governing Board earlier that evening.

Mayor Stile closed public comment.

MOTION BY MR. WALKER TO ADOPT RESOLUTION NO. 2023-57, AMENDMENT TO THE NORTH EAST CRA INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA; MR. CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Cataldo
Rolfson
Dawson
Bryant
Crail
Stile
NO None

OTHER BUSINESS

There was no other business.

ADJOURNMENT

MOTION BY MR. ROLFSON TO ADJOURN; MR. WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Chairperson Stile adjourned the meeting at 7:29 p.m.



**CITY OF MOUNT DORA, FLORIDA
CRA GOVERNING BOARD
MEETING MINUTES
December 5, 2023, 7:19 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 7:19 p.m. Chairperson Stile called to order the meeting of the CRA Governing Board in the City Hall Council Chambers.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PUBLIC COMMENT

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

ACTION ITEMS

1. Request Adoption of Resolution No. 2023-56, Amendment to the CRA Interlocal Agreement with the City of Mount Dora

Mr. Brackins read Resolution No. 2023-56 by title only.

RESOLUTION NO. 2023-56 (CRA)

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA; AUTHORIZING THE CHAIR TO EXECUTE SAID INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Deputy Planning Director Adam Sumner explained the purpose of the amendment, which is to add community policing to the agreement between the City and the CRA. The services provided to the CRA by the City must be included in their interlocal agreement. This item satisfies that requirement.

Mayor Stile opened public comment.

Christine King Harris, 402 Jackson Avenue, spoke about qualified expenditures.

Mayor Stile closed public comment.

MOTION BY MR. ROLFSON TO ADOPT RESOLUTION NO. 2023-56, AMENDMENT TO THE CRA INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA; MR. DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Dawson
Cataldo
Bryant
Crail
Stile
NO None

OTHER BUSINESS

There was no other business.

ADJOURNMENT

MOTION BY MR. ROLFSON TO ADJOURN; MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Chairperson Stile adjourned the meeting at 7:26 p.m.



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
December 19, 2023, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

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

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance to the Flag were led by Councilmember Cataldo.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Mount Dora Fun Fact

Mayor Stile shared information about the Mount Dora Half Marathon and 5K that had taken place the prior weekend.

PUBLIC COMMENT

Mayor Stile opened public comment.

Reverend Bobby Rowe, 1641 Montclair Court, spoke about the North East Community Christmas party the prior weekend, and the Unity Walk which will take place next month.

Christine King-Harris, 402 Jackson Avenue, spoke about the turnout for Wreaths Across America.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

BOARD APPOINTMENTS

1. Advisory Board and Committee Appointments and Reappointments

Councilmembers announced their proposed appointments and reappointments.

Councilmember Cataldo proposed to reappoint Andrea Lothar to the Library Advisory Board, Patricia Huizing to the CRA Advisory Board, Lillie Taylor to the North East CRA Advisory Board, Suzanne Scheck to the Parks and Recreation Advisory Board, James Homich to the Planning and Zoning Commission, and John Wesner to the Public Arts Commission.

Councilmember Cataldo proposed to appoint Amber Perretti to the Library Advisory Board.

Councilmember Rolfson proposed to reappoint Thomas Decker to the Public Arts Commission and proposed to appoint Laura Busch to the Library Advisory Board.

Vice-mayor Crail proposed to reappoint Kathleen Benjamin to the Historic Preservation Board, William Lowery to the Library Advisory Board, Stevie Harley to the North East CRA Advisory Board, and Maryann McNamara to the Public Arts Commission. Vice-mayor Crail proposed to appoint Harris Turner to the Planning and Zoning Commission.

Councilmember Walker proposed to reappoint Robert Gordon to the Historic Preservation Board, Janet Manchon to the Library Advisory Board, Roselyn Harris to the North East CRA Advisory Board, William Larkin to the Parks and Recreation Advisory Board, and Kay Volmar to the Public Arts Commission.

Mayor Stile proposed to reappoint Akhtar Hussain to the CRA Advisory Committee, Det Joks to the Historic Preservation Board, Rona Rowe to the North East CRA Advisory Board, and Kris Haukoos to the Planning and Zoning Commission. Mayor Stile proposed to appoint Cathy Gillespie to the Library Advisory Board, Karla Rainer to the Parks and Recreation Advisory Board, and Susan Gieger to the Public Arts Commission.

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE ALL APPOINTMENTS
AND REAPPOINTMENTS; COUNCILMEMBER WALKER SECONDED THE MOTION.
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

CONSENT AGENDA

1. Request Approval of Amendment 5 to the Solid Waste Agreement between the City of Mount Dora and Waste Management, Inc. of Florida
2. Request Approval of Equipment Lease with Seminole Office Solutions for Police Property and Evidence Copier and Authorize the City Manager to Sign Any Lease Agreement as Applicable
3. Request Approval of Task Authorization with RCM Utilities to Replace Contact Chamber Control Valves at WWTP#1
4. Request Approval of Task Authorization with Faden Builders, Inc. for Retaining Wall Construction and Removal of a Derelict Tank at WWTP#2

5. Request Approval of Task Authorization with Halff, Inc. to Design Forres Park Parking Lot and Drainage Improvements to Mitigate Flooding on 9th Avenue at Forres Park
6. Request Approval of Task Authorization with Kimley-Horn and Associates, Inc. for Professional Service Required by FDEP Consent Order
7. Request Approval of Capital Replacement of Firefighter Personal Protective Equipment

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

ACTION ITEMS

1. Request Approval of Amendment 1 to the Construction Manager At Risk (CMAR) Agreement with Ajax Building Company LLC for Acceptance of Guaranteed Maximum Price (GMP) for the Construction of Mount Dora Public Works Facility

Electric Utility Director Steve Langley introduced Jeremy Cox from Ajax, who presented slides (attached to the minutes as Exhibit A). Groundbreaking should happen within the next couple of months.

Public Works Director George Marek confirmed the roundabout is still planned for Grandview. Mr. Comiskey spoke about the project's budget, and about financing the project. Mayor Stile suggested the City confirm funding methods before beginning the project. Council expressed concerns about using City reserves in order to fund the project. Council requested more discussion take place regarding financing the project. Councilmembers favored a work session to discuss financing options. Six million dollars is the amount the City would be lending to itself from its reserves. Interest rates were considered.

Mayor Stile opened public comment.

Christine King Harris spoke about funding from reserves.

Robert Gordon, 601 East First Avenue, inquired about the pricing of the project and was told it is a firm fixed price.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE AMENDMENT 1 TO THE CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT WITH AJAX BUILDING COMPANY, LLC FOR ACCEPTANCE OF GUARANTEED MAXIMUM PRICE (GMP) FOR THE CONSTRUCTION OF THE MOUNT DORA PUBLIC WORKS FACILITY; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH 7-0 A ROLL CALL VOTE.

YES Rolfson
Dawson
Cataldo
Walker
Bryant
Crail

Stile

NO None

2. Request Approval of Agreement Between the City of Mount Dora and Milestone Professional Services, Inc. for Financial Reporting Services

Finance Director Rita Meade spoke about the Milestone agreement and its benefits. Milestone offers technical expertise regarding pension liability or other services the City may need.

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

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND MILESTONE PROFESSIONAL SERVICES, INC. FOR FINANCIAL REPORTING SERVICES; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Crail
Cataldo
Rolfson
Dawson
Bryant
Stile

NO None

3. Request Approval of an Interlocal Agreement Between the City of Mount Dora and Lake County Related to the Maintenance of Certain Facilities for the Lake County Roundabout Project at Eudora Road/CR19/Old Highway 441

Public Works Director George Marek spoke about the project, its location, and its origin. There will be a sidewalk, landscaping, and irrigation. The county is providing those elements and asking the City to maintain them. Mr. Marek and Council discussed the possibility for art to be placed at the location. Mr. Dawson spoke of beautification of Old 441 from the roundabout location to Heim. Mr. Marek explained the county is considering that option.

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

Vice-mayor Crail asked when the Eudora Roundabout work would commence. Mr. Marek would check on a date and send information. It would most likely be 2024, possibly in February.

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND LAKE COUNTY RELATED TO THE MAINTENANCE OF CERTAIN FACILITIES FOR THE LAKE COUNTY ROUNDABOUT PROJECT AT EUDORA ROAD/CR19/OLD HIGHWAY 441; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Crail
 Bryant
 Cataldo
 Rolfson
 Dawson
 Walker
 Stile

NO None

4. Request approval of Task Authorization/Guaranteed Maximum Price for CMAR Services for Forest Preserve

Library Director Cathy Lunday pointed out that Philip Rapalje from Faden is present to answer any questions. She spoke about the history of work and planning that has been devoted to this project, and of the different teams involved.

Council asked about maintenance. Volunteers have been working the last Saturday of every month and would contribute to maintenance. A part-time cemetery staffer may be promoted to full-time with the additional duties of working the preserve. Councilmembers spoke in favor of the project.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE TASK AUTHORIZATION/GUARANTEED MAXIMUM PRICE FOR CMAR SERVICES FOR FOREST PRESERVE; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
 Cataldo
 Dawson
 Walker
 Bryant
 Crail
 Stile

NO None

4. Request Approval of 2024 City Council Regular Session Meeting Dates

Mr. Comiskey spoke about the proposed meeting dates. Council spoke in support of the proposed meeting dates, with the exception of the proposed omission of the November 5, 2024 meeting date. Council would like to meet on that date, which is Election Day.

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

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE PROPOSED 2024 CITY COUNCIL REGULAR SESSION MEETING DATES, WITH NOVEMBER 5, 2024 INCLUDED WITHIN THOSE PROPOSED MEETING DATES;

COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Crail
Walker
Cataldo
Rolfson
Dawson
Bryant
Stile

NO None

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of Resolution No. 2023-62 (CRA), Amendment 1 to CRA Interlocal Agreement Between the City of Mount Dora and the Mount Dora Community Redevelopment Agency (CRA)

City Attorney Brackins read Resolution No. 2023-62 by title only.

RESOLUTION NO. 2023-62 (CITY)

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE MAYOR TO EXECUTE SAID INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Deputy Planning Director Adam Sumner explained the reason the resolution is before Council. This is to formalize community policing provided by the City to the CRA. Staff recommends adoption.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-62 (CRA), AMENDMENT 1 TO CRA INTERLOCAL AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND THE MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Dawson
Cataldo
Walker
Bryant

Crail
Stile

NO None

2. Request Adoption of Resolution No. 2023-63, Amendment 1 to the Interlocal Agreement Between the City of Mount Dora and the Mount Dora North East Community Redevelopment Agency (North East CRA)

City Attorney Brackins read Resolution No. 2023-63 by title only.

RESOLUTION NO. 2023-63 (CITY)

A RESOLUTION OF THE CITY OF MOUNT DORA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA NORTHEAST COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Deputy Planning Director Adam Sumner explained the reason the resolution is before the Council. It is the same formalization of community policing as the prior item, but for the North East CRA. Staff recommends adoption.

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

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2023-63, AMENDMENT 1 TO NORTH EAST CRA INTERLOCAL AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND THE MOUNT DORA NORTH EAST COMMUNITY REDEVELOPMENT AGENCY; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Cataldo
Rolfson
Dawson
Bryant
Crail
Stile

NO None

3. Request Adoption of Resolution 2023-58, Approving the Master Fee Schedule

City Attorney Brackins read Resolution No. 2023-58 by title only.

RESOLUTION NO. 2023-58

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER FEE SCHEDULE FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR FEE RESOLUTION; PROVIDING FOR APPROVAL OF MASTER FEE SCHEDULE; PROVIDING 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.

Budget Director Aneta Barton explained the reason the resolution is before Council. The Master Fee Schedule is updated annually. The fees will go into effect January 1, 2024. Differences in amounts, including increases over the past year's rates were discussed. Council agreed the customer should not be responsible for the cost of testing a defective utility meter, since the City owns the meter. Mr. Comiskey agreed the fee should be refunded if the meter is found to be defective. The prepaid \$165 will be refunded if the meter is found to be defective. That change would be made to the presented fee schedule.

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

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION 2023-58, APPROVING THE MASTER FEE SCHEDULE; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Cataldo
Rolfson
Dawson
Bryant
Crail
Stile

NO None

4. Request Adoption of Resolution No. 2023-66, Adding Friday, July 5, 2024, and Tuesday, November 5, 2024 to the City's Observed Holiday Schedule

Mr. Brackins read Resolution No. 2023-66 by title only.

RESOLUTION NO. 2023-66

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO JULY 5th AND NOVEMBER 5th AS OFFICIAL PAID HOLIDAYS IN 2024; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF JULY 5, 2024, AND NOVEMBER 5, 2024 AS OFFICIAL PAID HOLIDAYS; 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.

Council discussed setting Election Day as a holiday.

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

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2023-66, ADDING FRIDAY, JULY 5, 2024, AND TUESDAY, NOVEMBER 5, 2024 TO THE CITY'S OBSERVED HOLIDAY SCHEDULE; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION FAILED WITH A 3-4 ROLL CALL VOTE.

YES Walker
Dawson
Rolfson

NO Cataldo
Walker
Crail
Stile

5. Request Adoption of Resolution No. 2023-67, Employee Pay Grade Classifications Amended

Mr. Brackins read Resolution No. 2023-67 by title only.

RESOLUTION NO. 2023-67

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO EMPLOYEE PAY GRADE CLASSIFICATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE 2023-2024 GENERAL EMPLOYEE PAY GRADE CLASSIFICATION PLAN AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Comiskey explained the reason for this resolution, which would shore up the pay for employees who were outside of the scope for the last pay raise. Affected employees will receive back pay to October 1, 2023. Staff has taken measures to ensure this will not need to be done next year. This action will not impact taxes.

Council expressed appreciation for this resolution.

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

MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2023-67, EMPLOYEE PAY GRADE CLASSIFICATIONS AMENDED; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Crail
Cataldo
Rolfson
Dawson
Walker
Bryant
Stile

NO None

6. Request Adoption of Resolution No. 2023-68, Naming of the Mount Dora Community Building

Mr. Brackins read Resolution No. 2023-68 by title only.

RESOLUTION NO. 2023-68

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE OFFICIAL NAME OF THE MOUNT DORA COMMUNITY BUILDING LOCATED AT 520 NORTH BAKER STREET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Comiskey explained the reason this resolution was brought before Council. He stated that this resolution clarifies the identities of the Community Building and the Music Hall. Vice-mayor Crail acknowledged the impact of branding the Music Hall and wanted to ensure the Music Hall would remain the Mount Dora Music Hall. Councilmembers question the need for this resolution. Council recognized the importance of the building name and of the Music Hall's identity. Council discussed the requirement for vendors to advertise the venue properly.

Vice-mayor Crail spoke about the signage changes that had been proposed. Cultural and Special Events Manager Chris Carson confirmed the signage mentioned by Vice-mayor Crail had been approved. Councilmember Bryant spoke for integration of the two signs, stylistically. Planning Director Vince Sandersfeld spoke about the planned ordinance reading in January for the building's designation as a historic building. Council members asked for clarification regarding the benefits of the historic designation. Mr. Sandersfeld explained the designation enhances the scrutiny of the site. Council questioned whether these extra steps were necessary, and whether the historic designation is necessary at the cost of limiting the ability to market the facility. The decision for historical status is entirely local. Changes cannot be made once the site is nominated. The Historic Preservation Board is in favor of the nomination. Council asked to hear from staff.

Mr. Carson spoke about the reasons for designating the auditorium the Music Hall.

Mayor Stile opened public comment.

Adrian Coombes, 408 West Ninth Avenue, spoke about the facility name being misrepresented in promotion and advertising, and of the goals of the Historic Preservation Board.

Robert Gordon, 601 East First Avenue, spoke about signage.

Mayor Stile closed public comment.

Councilmembers discussed the purpose of the resolution. They mentioned that Resolution 2022-21 clearly indicates the name of the Community Building, and discussed the difference between the building name and the name of the auditorium within the Community Building. They discussed whether actions need to be taken to ensure vendors use the proper name. They conjectured this can be done through agreements. The name should not adversely affect audio spots for events at the venue. Adding "historic" to the name of the building actually changes the name of the building.

DISCUSSION ITEM

1. City Attorney to Discuss a Draft of the Wolf Branch Resolution

Mr. Brackins distributed a draft of a resolution based on the November 21, 2023 presentation regarding the Wolf Branch sinkhole basin. The draft resolution is attached to the minutes as Exhibit B.

Page two under sections two and three holds the most substantive portion of the resolution. Mr. Brackins would seek clarification as to whether the “whereas” clauses are accurate.

Mr. Brackins hoped to bring the revised resolution back at the first or second meeting in January.

Vice-mayor Crail expressed concern that the resolution may inhibit developers from choosing land inside the City limits. Levels of conservation were set by the City’s comprehensive plan.

Kenneth Groves and Richard Hurley, the residents who delivered the presentation on November 21st, stepped forward to answer questions. The importance of keeping the wetlands contaminant-free was discussed.

The Saint Johns River Water Management District (SJRWMD) will make the decision on whether to designate the area critical wetlands. The cooperation of the county was discussed. The wetlands are in the City and Lake County. There is a possibility for a joint resolution with the county. Mr. Groves and Mr. Hurley were tasked with clarifying terms in the resolution.

CITY MANAGER'S REPORT

Mr. Comiskey asked Mr. Hurley to update Council on the County Club golf course. The owner of the land is selling her property to Great Life Golf. The sale is to take place mid-February. Restrictive covenants will be negotiated. The homeowners association has first right of refusal if the golf course goes out of business. Councilmember Rolfson mentioned the assessment upon the homeowners. The course will remain a publicly-accessible golf course.

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about Mr. Comiskey's legal invoices and his request for reimbursement.

The AMCO settlement will be discussed at the first meeting in February, on the 6th.

The Lindsay Greene investigation report will be issued within the next week to 10 days.

COMMUNICATIONS AND REPORTS

Councilmember Cal Rolfson mentioned Senate Bill 280, which is related to vacation rentals. The Florida League of Cities weekly legislative update phone meetings start in January.

Councilmember Dennis Dawson spoke about his participation in the half marathon.

Councilmember Doug Bryant spoke about his participation in the 5K.

Vice-mayor Marc Crail spoke about Wreaths Across America and the library's butterfly mural dedication.

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 8:45 p.m.

EARLY PROCUREMENT PACKAGE

GMP 01

EXHIBIT A

- Pre-Engineered Metal Buildings
- Long Lead Equipment
 - HVAC Equipment
 - Electrical Gear
 - Generator

Cost Management Recap

Ajax

Sort Sequences:
1. Sec
2. Major Item Code
3. Not Used
4. Not Used

Estimate File: :202009_23116_GMP_05.est - MT DORA PUBLIC WOI

12:13:36PM

Estimator: AJAX ESTIMATING
Primary Project Qty: 73541
Secondary Project Qty: 1
Estimate UM: Imperi

Report includes Taxes & Insurance.

NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!

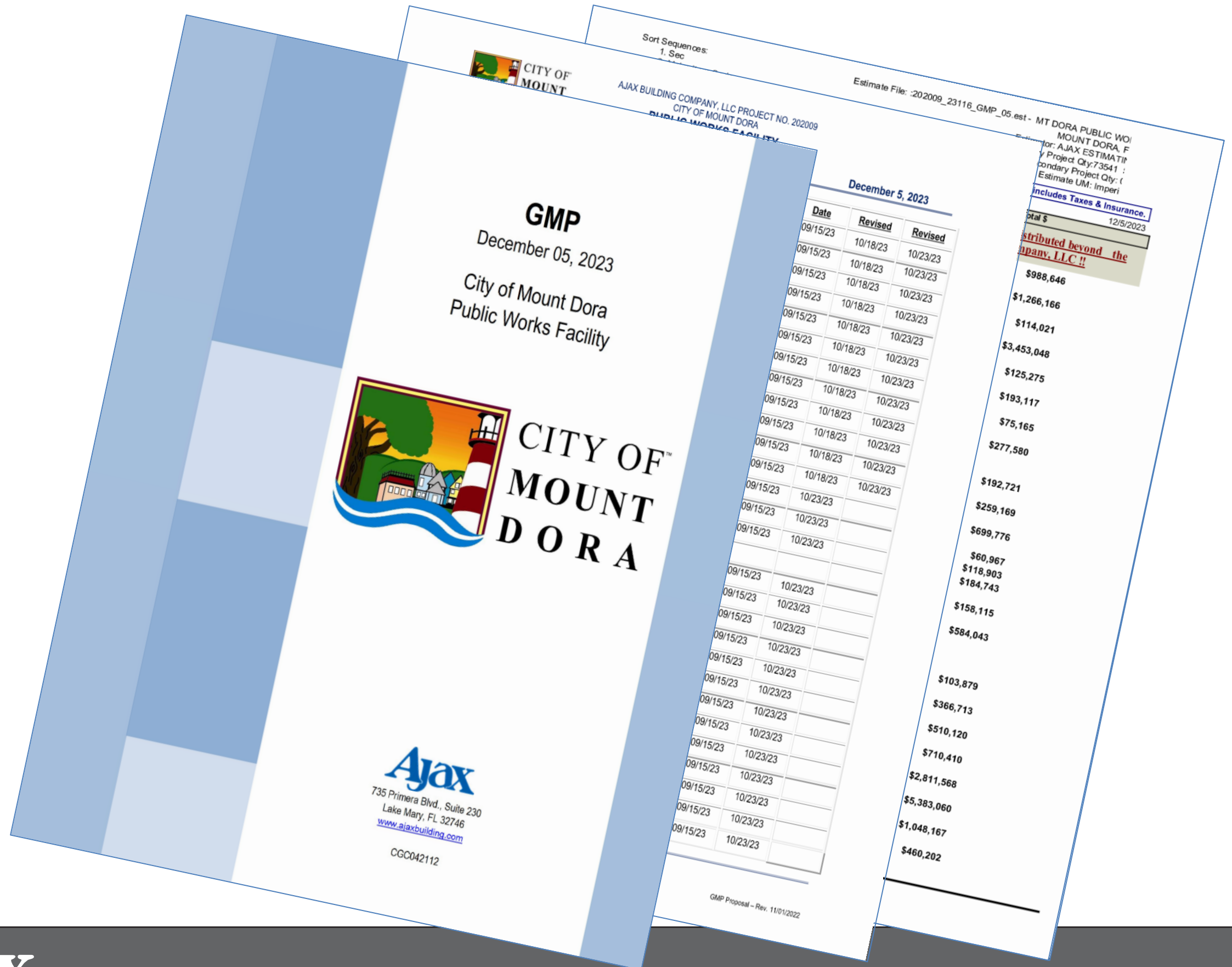
Description	Units	Total \$
Total Major Item Code 01300.000		
GENERAL CONDITIONS		
Total Major Item Code 01300.300		
GENERAL REQUIREMENTS		
Total Major Item Code 13120.000		
PRE-ENGINEERED STRUCTURES		
Total Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING		
ELECTRICAL WORK		
Total Major Item Code 36000.000 BONDS & INSURANCE		
DESIGN/CONSULTANTS FEES		
CONTINGENCY		
OVERHEAD & FEE		
Total Sec B1 EARLY GMP		

Page 1

EXHIBIT A

GMP 02

- Structure
- Finishes
- Mechanical
- Electrical
- Plumbing
- Sitework
- etc



CONSTRUCTION COSTS SUMMARY

GMP's 01 and 02

Cumulative Construction Total	
GMP 01 – Early Procurement	5,124,924
GMP 02 – Remaining Construction Costs	
General Conditions	988,646
General Requirements	1,266,166
Direct Costs, Insurances, etc.	19,618,805
Total Construction Cost	\$26,998,541

ALLOWANCES

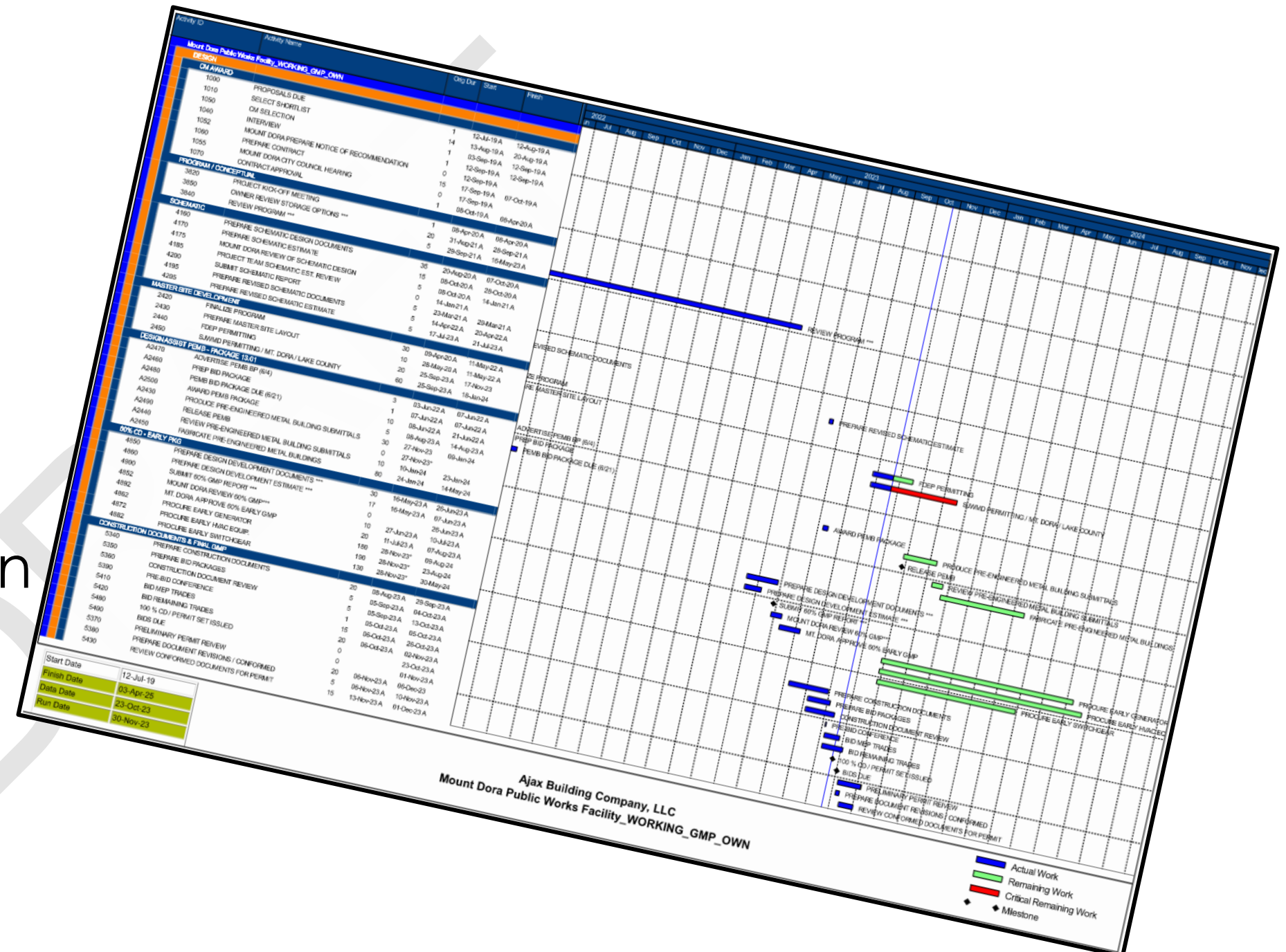
EXHIBIT A		
Item No.	Description	12/19/2023 Regular Session Minutes Draft Page 16 of 22 Allowance Amount
	Division 01 – General Requirements	
01410.000	Building Permits Allowance	\$550,000.00
01410.000	Environmental Permits Allowance	\$25,000.00
01410.000	Water Systems Service Charges Allowance	\$15,000.00
01410.000	Sewer Systems Service Charges Allowance	\$15,000.00
01410.000	Impact/Connection Fee Allowance	\$25,000.00
01510.000	Temporary Sewer Connection	\$3,250.00
01570.000	Site Security	\$25,000.00
	Division 10 – Miscellaneous Specialties	
10000.000	Protective Covers / Canopies	\$40,088.00
10000.000	Furnishings Racking Allowance	\$110,231.00
	Design/Consultants Fees	
40000.000	Sales Tax Reconciliation Allowance	(\$76,767.00)
	Division 50 – Escalation Costs	
50000.000	Escalation Costs	\$50,000.00
	Division 80 – Contingency	
80000.000	Owner's Contingency	\$50,000.00
Total Allowances		\$831,802.00

CONSTRUCTION SCHEDULE SUMMARY

EXHIBIT A

12/19/2023 Regular Session Minutes Draft Page 17 of 22

- 02/14/24: Mobilization
- 06/12/24: Top Out
- 07/03/24: Dry-In
- 08/26/24: Perm Power
- 02/20/25: Substantial Completion
- 03/20/25: Final Completion
- 03/21/25: Occupancy



RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE WOLF BRANCH SINKHOLE BASIN, THE WOLF BRANCH CREEK, AND/OR THE WOLF BRANCH SINKHOLE OR BASIN, RECOGNIZING THE INDEPENDENT, HIGH ECOLOGIC VALUE OF EACH; PROVIDING DIRECTIONS TO THE CITY MANAGER; PROVIDING DIRECTION TO THE LOCAL PLANNING AGENCY; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wolf Branch Sinkhole Basin was the focus of a comprehensive U.S. Geological Survey Open-File Report 96-143, by Donna M. Schiffer, 1996, entitled *Hydrology of the Wolf Branch Sinkhole Basin, Lake Country, East-Central Florida* (the "Hydrology Report"); and

WHEREAS, the Hydrology Report was the product of a 4-year study of the hydrology of the Wolf Branch Sinkhole Basin which was conducted from 1991-1995 by the U.S. Geological Survey to provide information about the hydrologic characteristics of the drainage basin in the vicinity of the Wolf Branch Sinkhole Basin prepared in cooperation with the Lake County Water Authority; and

WHEREAS, the Hydrology Report, at page 1, finds that "[b]ecause of the direct connection of the sinkhole with the aquifer, a contaminant spill in the basis could pose a threat to the aquifer"; and

WHEREAS, on page 2, the Hydrology Report finds that "[b]ecause the aquifer is the principal source of water for the region, the potential degradation of the aquifer has significant health and economic implications"; and

WHEREAS, the Hydrology Report further finds that the Wolf Branch Sinkhole Basin, "because of [its] direction connection [with the] Upper Floridan aquifer, further development within the basin will increase the potential for contamination of the aquifer from accidental spills or nonpoint-source runoff"; and

WHEREAS, the Wolf Branch Sink Preserve is a 154.57-acre property, owned by the Lake County Water Authority, which was annexed into the City of Mount Dora, pursuant to Ordinance Nos. [REDACTED], on [REDACTED], 20 [REDACTED], which is located within the Wolf Branch Sinkhole Basin, for the purpose of preserving and protecting the active Wolf Branch Sinkhole Basin and to serve as a buffer surrounding the sinkhole and portion of the Wolf Branch Creek; and

WHEREAS, one of the purposes of annexing said lands into the City of Mount Dora was to conserve the unique and irreplaceable natural resources through conservation; and

WHEREAS, the entire 3.5 mile long Wolf Branch Creek provides a contiguous area that assists with increasing species survival by retaining, maintaining and not disturbing native and natural habitats, increasing food sources, providing valuable cover, decreasing the enhancement of predation, and by reconnecting fragmented and isolate populations; and

WHEREAS, the Wolf Branch Creek and the Wolf Branch Sinkhole Basin drains a 4.94 square mile area and directly recharges the aquifer through the Wolf Branch Sink Preserve's sinkhole and sandy soils; and

WHEREAS, the City Council recognizes that the Wolf Branch Sinkhole Basin, the Wolf Branch Creek and/or Wolf Branch sinkhole or basin are each located entirely within the Wekiva Study Area, as defined by Section 369.316, *Florida Statutes*, and its Master stormwater management plan requirements under Section 369.319, *Florida Statutes*; and

WHEREAS, the City Council of the City of Mount Dora finds that the Wolf Branch Sinkhole Basin, the Wolf Branch Creek and the Wolf Branch sinkhole or basin are of high ecological value, providing ground water recharge to the Upper Floridan Aquifer; and

WHEREAS, pursuant to Section 373.036(2)(e), *Florida Statutes*, the governing board of the St. Johns River Water Management District ("SJRWMD"), in cooperation with local governments, is vested with the authority to develop a list of critical wetlands to be acquired using funds from the Land Acquisition Trust Fund; and

WHEREAS, the City Council wishes to direct the City Manager to make a written request to the governing board of SJRWMD, in conjunction with Lake County, and any other appropriate authorities, to identify the Wolf Branch Sinkhole Basin, the Wolf Branch Creek, and/or the Wolf Branch sinkhole or basin, as a critical natural wetland ecosystem in accordance with Section 373.036(2)(e), *Florida Statutes*; and

WHEREAS, the City of Mount Dora's Comprehensive Plan 2045, Future Land Use Element, Objective 5 is to "ensure the protection of natural resources," and one of its Policies is to "recognize[] the need to protect specific rare natural communities within the Wekiva Study Area"; and

WHEREAS, the Planning Board, as the Local Planning Agency for the City of Mount Dora, has the authority to consider and recommend amendments to the Comprehensive Plan, pursuant to Chapter 163, *Florida Statutes*; and

WHEREAS, the City Council of the City of Mount Dora, wishes to direct the Local Planning Agency for the City of Mount Dora to consider and recommend appropriate amendments to the City's Comprehensive Plan to recognize the high ecological value of the Wolf Branch Sinkhole Basis, the Wolf Branch Creek, and/or the Wolf Branch sinkhole or basin, and to

Resolution No. 2024-XXXX

recommend further protections thereof consistent with Objective 5 of the City's Future Land Use Element and its respective polices.

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

SECTION 1. Legislative Findings Adopted. The above recitals are hereby adopted and incorporated as the legislative findings by the City Council of the City of Mount Dora.

SECTION 2. Direction to the City Manager. The City Council hereby directs the City Manager to make a written request to the governing board of SJRWMD, in conjunction with Lake County and any other appropriate authorities, to identify the Wolf Branch Sinkhole Basin, the Wolf Branch Creek, and/or the Wolf Branch sinkhole or basin as a critical natural wetland ecosystem in accordance with Section 373.036(2)(e), *Florida Statutes*.

SECTION 3. Direction to Local Planning Agency. The City Council hereby directs the City's Local Planning Agency to consider and recommend amendments to the City's Comprehensive Plan to recognize the high ecological value of the Wolf Branch Sinkhole Basin, the Wolf Branch Creek and/or the Wolf Branch sinkhole or basin, and to recommend further protections thereof consistent with Objective 5 of the City's Future Land Use Element and its respective polices.

SECTION 4. Implementing Actions. The City Manager, City Attorney, and City Clerk are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Resolution.

SECTION 5. Savings. All prior actions of the City Council, and any and all associated or related matters, are hereby ratified and affirmed.

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

SECTION 7. 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 or City Attorney may be corrected.

SECTION 8. 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 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Resolution No. 2024-XXXX

PASSED AND ADOPTED this 2nd day of January 2024.

CRISSY STILE
Chair of the Northeast CRA

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

Resolution No. 2024-XXXX

DRAFT

Resolution No. 2024-XXXX



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
January 2, 2024, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Crissy Stile called to order the January 2, 2024 meeting of the Mount Dora City Council in the City Hall Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Bryant.

ROLL CALL

Members Present

Crissy Stile, Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Patrick C. Comiskey, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present

Marc Crail, Vice-mayor
Dennis Dawson, District 3

PRESENTATIONS

1. Palm Island Park Project

Eagle Scout candidate Ben Solomon presented material related to his proposed project for Palm Island Park, which involves installing wooden posts and rope barriers to protect hikers and wildlife on the trails. Mr. Solomon requested funding in the amount of \$3,500.00 from the City to supplement the \$3,500.00 Mr. Solomon already raised.

MOTION BY COUNCILMEMBER ROLFSON MOVE THIS REQUEST TO ACTION ITEM ONE ON THE REGULAR AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

2. Mount Dora Fun Fact

Mayor Stile shared information about Councilmember Nate Walker, whose 50th birthday is on January 3rd.

PUBLIC COMMENT

Mayor Stile opened public comment.

Cindy Newton, 19025 Lake Swatara Drive, Eustis, spoke about water supply and recharge, a topic which was discussed at the St. John's Governing Board Meeting. Ms. Newton distributed material, which is attached to the minutes as Exhibit A, related to the North Florida Regional Water Supply Plan. Ms. Newton urged Council to consider this topic when amending the City's Comprehensive Plan.

Hunter File, 20946 Loch Leven Boulevard, spoke about cleaning litter from Highway 441 and recycling Christmas trees.

Chuck Deffes, 326 East Seventh Avenue, spoke about the damaged Century Link boxes.

Christine King-Harris, 402 Jackson Avenue, spoke about tax increases requiring a referendum and about respiratory problems due to environmental mold.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH THE ADDITION OF THE REQUEST FOR APPROVAL OF \$3,500.00 FUNDING FOR THE PALM ISLAND PARK PROJECT AS ACTION ITEM ONE; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Task Authorization #8 with Bellmore Enterprises, Inc. Authorizing Underground Conduit Installation for the new development Bristol Park Apartments Project.
2. Request Approval of Task Authorization with Faden Builders, Inc. for WWTP #1 Reject Pond Repairs
3. Request Ratification of Application for a \$5,000 Grant from the Mount Dora Community Trust to Provide Smoke Detectors to Low-income and Elderly Households
4. Request Approval of City Attorney Invoices for Services Rendered November 16, 2023 through December 15, 2023

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

ACTION ITEMS

1. Request Approval for \$3,500.00 Expenditure for the Palm Island Park Project Presented by Ben Solomon. ****This item was added to the agenda from Presentations.***

Councilmembers asked Mr. Solomon questions about the project and voiced support. The Parks Department is in support of the project. Mr. Solomon will return to Council for another request if additional funding is needed to complete the project.

MOTION BY COUNCILMEMBER ROLFSON FOR THE CITY TO PROVIDE \$3,500.00 FOR THE BALANCE OF FUNDING THE PALM ISLAND PROJECT; COUNCILMEMBER CATALDO SECONDED THE MOTION.

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

MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Rolfson
 Cataldo
 Walker
 Bryant
 Stile

NO None

2. Request Approval for Code Lien Waiver for 324 E. Jackson Avenue (Unsafe Home/Structure, Overgrown, and Junk/Debris) ****Formerly Action Item One***

Deputy Planning Director Adam Sumner explained the reason this waiver request is coming before Council. The property owner, Asberry Johnson, was not aware the property belonged to him until three months prior to this meeting. After learning of the code violations on this property, Mr. Johnson has demolished the offensive structure and cleaned up the property. Ground cover is the only requirement not yet met by Mr. Johnson. Staff requests Council reduce the lien to \$5,000.00 with Mr. Johnson fulfilling the obligation to provide ground covering. Council also has the option to not reduce the lien at all, or to waive the lien entirely. Staff reported Mr. Johnson demonstrated honest effort to remedy the violations in a timely manner.

Council spoke about the importance of consistency when deciding upon lien waivers, and spoke about having a policy for this purpose. The reasons for decisions regarding past lien waivers were discussed. It was noted that circumstances may differ case to case, which may affect decisions. Council noted past property owners whose fees were waived who later were found to have violated code in subsequent instances. Staff stated Mr. Johnson owns no other properties in the City. Councilmember Walker referred to past waivers decided by Council and spoke in favor of waiving the entire lien as long as the ground cover is in place within a certain time frame.

Mayor Stile opened public comment.

Sarah Lamoureux, 32645 Azealia Place, Tavares, is Mr. Johnson's realtor. She spoke in favor of the waiving of the entire fee. She explained Mr. Johnson is an over-the-road truck driver, which contributed to his not being aware of his property ownership. She mentioned the dates in the Quit Claim Deed.

Christine King Harris, 402 Jackson Avenue, spoke about the reason for the boarded windows on the property.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO REDUCE THE LIEN TO \$2,500.00 ON THE CONDITION THAT THE PROPERTY OWNER PLACE THE GROUND COVER WITH PROPER MAINTENANCE ON THE PROPERTY WITHIN 30 DAYS OR THE LIEN WILL REVERT TO ITS PRESENT AMOUNT; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 4-1 ROLL CALL VOTE.

YES Rolfson
Bryant
Cataldo
Stile

NO Walker

3. Request Issuance of a Purchase Order to Lewis Tree Service, Inc. for Utility Tree Trimming and Vegetation Management Services

Electric Utility Director Steve Langley explained why the City requires this service. This contractor will clear vegetation that might affect the reliability of the City's electric utility services, and maintain National Electric Safety Code clearances and compliance with the Florida Public Service Commission's standards for storm hardening. This purchase will be made under Florida Municipal Power Association's negotiated master purchase agreement with an expected expenditure of \$350,000.00 per year.

Council asked questions about the City's planned use of Lewis Tree Service. Council discussed the participation of the planned-for arborist in the decisions regarding trimming of trees. It was noted that the City is moving toward underground power lines.

Lewis Tree is more expensive than the City's prior vendor for this service, but the former vendor did not entirely satisfy the City's requirements. The prior vendor worked per hour; this vendor will work per line mile. Lewis will cover more ground than the prior vendor. The trimming will take place on a two-year cycle, which may ameliorate the visual impact of utility tree trimming. Council discussed contract terms and provisions. The purchase order will contain language regarding indemnification, venue, and choice of law provisions.

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

MOTION BY COUNCILMEMBER ROLFSON APPROVE THE ISSUANCE OF A PURCHASE ORDER TO LEWIS TREE SERVICE, INC. FOR UTILITY TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Bryant
Stile

NO None

4. Request Approval of Piggyback Agreement Between City of Mount Dora and WESCO Distribution Inc. Related to the Purchase of Electric Distribution Material

Mr. Langley explained this agreement will leverage the City's Orlando Utilities Alliance relationship to ensure the City's ability to acquire and maintain an adequate number of transformers. The agreement's primary benefit is positioning the City more favorably for the supply of material. An additional, though lesser, benefit is a more attractive price available through this piggyback. Supply chain problems were discussed, including the difficulty in obtaining transformers due to changes in the industry. Council discussed the City's transformer stock. Wesco was willing to give the City a sovereign immunity clause, but the venue would be Orange County were litigation to take place.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE PIGGYBACK AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND WESCO DISTRIBUTION INC. RELATED TO THE PURCHASE OF ELECTRIC DISTRIBUTION MATERIAL; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Rolfson
Cataldo
Walker
Bryant
Stile
NO None

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval of **Resolution No. 2024-02**, Amending Employee Annual Leave Time Eligibility and Rate of Earning Policy

Mr. Brackins read Resolution No. 2024-02 by title only.

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING SECTION 8.3(B) OF THE EMPLOYMENT POLICY & PROCEDURE REFERENCE GUIDE RELATING TO ANNUAL LEAVE TIME –VACATION – ELIGIBILITY AND RATE OF EARNING FOR REGULAR FULL-TIME EXEMPT EMPLOYEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Comiskey explained the purpose of the resolution, which allows the City Manager to offer additional leave time to employees who come to the City with seniority in their field.

Council discussed the probationary period before using the leave time, which is not included as an element in this amendment, and the lack of limit on the leave time the City Manager

could award under this proposed change. Council discussed the possible perception of unfairness under this policy. Council discussed putting a limit on the amount of days the City Manager could award per year.

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

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2024-02, AMENDING EMPLOYEE ANNUAL LEAVE TIME ELIGIBILITY AND RATE OF EARNING POLICY WITH THE ADDITION OF THE LANGUAGE OF “NOT TO EXCEED TWENTY (20) DAYS PER YEAR” AFTER THE LINE “THE CITY MANAGER SHALL HAVE THE AUTHORITY TO GRANT A GREATER ADDITIONAL LEAVE” IN SECTION 8.3(B) OF THE EMPLOYMENT POLICY & PROCEDURE REFERENCE GUIDE; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES Walker
Cataldo
Rolfson
Bryant
Stile

NO None

CITY MANAGER'S REPORT

The City Manager directed Public Works Director George Marek to report to Council about a storm water treatment project that would satisfy a requirement from the Florida Department of Environmental Protection (FDEP) in the City's response to the Consent Order. The funds spent by the City for this project would result in deductions from FDEP-imposed fines. The project involves an environmental treatment swale at the end of Niles Road.

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about the Florida Ethics Commission hotline as a resource to help with Form 6 questions.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson spoke about the Lake Apopka nature trail and the Miller Ale House opening.

Councilmember Bryant thanked Ms. Newton for speaking at the meeting.

Councilmember Cataldo thanked the Parks Department for the successful New Year's Eve event.

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 7:42 p.m.

DRAFT



**AGENDA REQUEST FOR
GOVERNING BOARD MEETING
December 12, 2023**

MEMORANDUM

TO: Governing Board

THROUGH: Michael A. Register, P.E.
Executive Director

FROM: Clay Coarsey, Director
Division of Water Supply Planning and Assessment

SUBJECT: Approve the 2023 North Florida Regional Water Supply Plan (2020-2045)

RECOMMENDATION

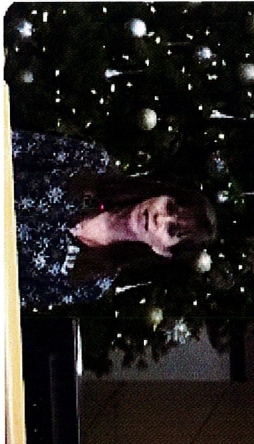
Approve the 2023 North Florida Regional Water Supply Plan (2020–2045) and associated appendices through the attached order.

BACKGROUND

The North Florida Regional Water Supply Partnership area is one of three planning regions in the St. Johns River Water Management District (SJRWMD) and is a joint planning region with the Suwannee River Water Management District (SRWMD). In 2017, the first North Florida Regional Water Supply Plan (NFRWSP) was approved at a joint meeting of the SJRWMD and SRWMD Governing Boards. This update to that plan was developed through a collaborative process with the Florida Department of Environmental Protection, SRWMD, local governments, public supply utilities, environmental advocates, business organizations, agricultural commodity groups, and other stakeholders. The portion of the North Florida planning region within the SJRWMD covers all or part of 9 counties: Alachua, Baker, Bradford, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns.

DISCUSSION

The 2023 NFRWSP evaluates existing and future water demand and its potential impacts to water resources. The water resource assessment determined that traditional groundwater sources alone could not supply the 2045 increased groundwater demand of 135 million gallons per day (mgd), while at the same time sustaining water resources and related natural systems. To address this potential deficit, the 2023 NFRWSP identifies over 160 mgd of water conservation, water supply, and water resource development projects to meet the projected 2045 water demand, while protecting natural resources. Consistent with subsection 373.709(1), F.S., the Districts held two technical methods workshops, two water resource constraint workshops, and two draft 2023 NFRWSP workshops. The draft 2023 NFRWSP was posted online for public review and comment from September 12, 2023, through October 6, 2023. All submitted comments and the District's response to each comment are included in an appendix to the plan. Where appropriate, public comments were incorporated into the final draft of the 2023 NFRWSP. The final draft 2023 North Florida Regional Water Supply Plan (2020-2045) and associated appendices are located on the North Florida website at (<https://northfloridawater.com/watersupplyplan/index.html>).

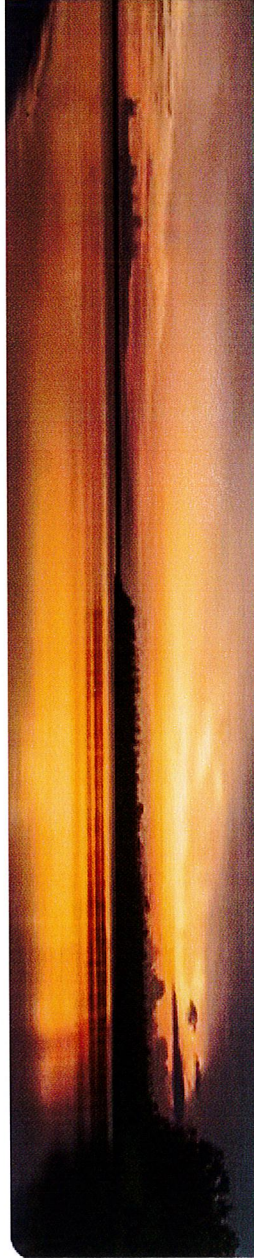


Conclusions

- Projected 135 mgd increase in groundwater demand from 2015 to 2045
- Future demand cannot be met with traditional sources without potential impacts to water resources
- The NFRWSP identifies 160 mgd of project options, at a total cost of \$2.3 B to meet future water demands while sustaining water resources and related natural systems
- **Potential funding options – District, state, federal and private**



St. Johns River
Water Management District





Regional Water Supply Plan Implementation

- Water Resource Caution Area Designation
- After the Districts approve the 2023 NFRWSP:
 - Local governments must amend their Comprehensive Plans
 - Work Plans must demonstrate sufficient water supply for at least the next 10 years





**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
January 16, 2024, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Stile called to order the meeting of the City Council in the Mount Dora City Hall Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Cataldo.

ROLL CALL

Members Present

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

Also Present

Patrick Comiskey, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Mount Dora Fun Fact
Mayor Stile shared information about being honored with the Martin Luther King, Jr. Community Service Award the previous weekend.
2. Proclamation for Florida Arbor Day
Mayor Stile read the proclamation into the record. The Mayor mentioned the January 19th event involving the planting of trees with the Friends of the Environment and the Lakes and Hills Garden Club.
3. Proclamation for Martin Luther King, Jr. Day
Mayor Stile read the proclamation into the record.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Jennifer Boyette, 1100 Golf Club Court, asked about the price and scope of work of the investigation conducted by DSK Law.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER CATALDO TO APPROVE THE AGENDA WITH CONSENT AGENDA ITEM THREE MOVED TO ACTION ITEM TWO; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Task Authorization with RCM Utilities, Inc. for Reclaimed Water Storage Pond Valve and Liner Repairs
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
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~~
****Item moved to become Action Item Two***
4. Request Ratification of Payment of Roper PA Invoice #84847 and Invoice #85341 in the Aggregate Amount of \$570.00
5. Request Authorization to Purchase Electric Distribution Materials from Gresco Utility Supply Incorporated to Replenish Inventory Stock for the Electric Utility Department
6. Request Approval of Task Authorization with Faden Builders in the Amount of \$480,700.00 for the Renovation of Frank Brown Park

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA WITH CONSENT AGENDA ITEM THREE MOVED TO BECOME ACTION ITEM TWO; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

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

City Attorney Patrick Brackins explained that the City Manager is entitled to reimbursement under his contract unless conditions are found that negate this eligibility. He stated this item is appropriate for approval.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE REIMBURSEMENT OF CITY MANAGER PATRICK COMISKEY FOR ATTORNEY FEES AND COSTS ASSOCIATED WITH WHISTLEBLOWER INVESTIGATION; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
 Dawson
 Cataldo
 Walker
 Bryant
 Crail
 Stile
NO None

2. 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
****This item was originally Consent Agenda Item Three***

Councilmember Cataldo stated he received questions from constituents regarding the cost and scope of the investigation. He is not pleased about the extent to which the investigation had been carried out and the expenses incurred.

Councilmember Dawson expressed his displeasure with his representation in the invoice, the report, and the transcripts. He found the report to be incomplete. He referenced his many years in professional services and Human Resources.

Mr. Brackins explained that redactions are no longer necessary since the documents are now public record. He spoke about information that hadn't been included in the initial release of the report. He told Councilmembers the additional information is now included, and that Council would receive complete packages.

Councilmember Cataldo expressed dissatisfaction with the report, asserting the directed scope had been exceeded.

Mr. Brackins told Council that he reviewed the complaint and that while Ms. Helfant claimed protection and alleged complaints under the Whistleblower Act, her essential complaint is a complaint of misconduct. All interviews stem from and relate to her initial complaint.

Council discussed the scope of the investigation. Councilmember Cataldo wished to table the item. Mayor Stile played audio from the September 21, 2023, City Council meeting, during which the scope of the investigation and the option of a recommendation were discussed.

Councilmember Cataldo referenced a discussion related to the investigation scope that took place at the August 28, 2023, meeting.

Mr. Brackins reiterated that the complaint included more than the Whistleblower aspect.

Councilmember Cataldo stated he would have preferred the report be separated. Mr. Brackins expressed understanding of Councilmember Cataldo's position and told Council that it is up to them to decide what to do with the report.

Councilmembers discussed their opinions regarding the investigation and the report.

Mayor Stile opened public comment.

Adrian Coombes, 408 West Ninth Avenue, expressed displeasure with the investigation.

Joe Lewis, 148 Charles Avenue, expressed displeasure with the investigation.

Robert Gordon, 601 East First Avenue, reminded Council of his emails and white papers submitted regarding the investigation.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER WALKER TO RATIFY THE PAYMENT OF DSK LAW INVOICE #493256, INVOICE #496199, AND INVOICE #496439 IN THE AGGREGATE AMOUNT OF \$53,239.32 FOR INVESTIGATIVE SERVICES; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 5-2 ROLL CALL VOTE.

YES Walker
Rolfson
Bryant
Crail
Stile
NO Cataldo
Dawson

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

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

City Attorney Patrick Brackins read Ordinance No. 2024-01, Annexation for SAF NOB US 441, LLC (1.40 Acres) by title only.

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.

Planning Director Vince Sandersfeld explained the purpose of the ordinance. This is a small, voluntary annexation. The annexed land will not be built upon, but will be used to satisfy regulatory needs related to the property. This annexation will decrease an enclave. The land was adjacent to City land, making it eligible for annexation. Staff recommends approval. The land was formerly owned by Harris Oil. No environmental reports have been provided at this time, but may be provided in the future.

Mayor Stile opened public comment.

Al Morales, Windermere, owner of My Place Self Storage, told Council that the parcels being annexed were never part of the above-ground storage containers used by Harris Oil. Mr. Morales will provide environmental reports to Council as needed.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2024-01; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Cataldo
Dawson
Walker
Bryant
Crail
Stile

NO None

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)

City Attorney Patrick Brackins read Ordinance No. 2024-02, Small-scale Future Land Use Map Amendment for SAF NOB US 441, LLC (1.40 Acres) by title only.

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.

Mr. Sandersfeld said this is the second part of the series of ordinances regarding this property. This ordinance assigns industrial city land use, which is compatible with the existing facility, and serves to designate the entire parcel as a single land use for its annexation. The Lake County zoning for this property is Facility District. The Planning Commission approved of this change of future land use, and City staff recommend approval of this ordinance, setting this small scale future land use to City Industrial.

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

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE FIRST READING OF ORDINANCE NO. 2024-02, SMALL-SCALE FUTURE LAND USE MAP AMENDMENT; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Cataldo
Rolfson
Dawson
Bryant
Crail
Stile
NO None

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

City Attorney Patrick Brackins read Ordinance No. 2024-03, Change in Zoning for SAF NOB US 441, LLC (1.40 Acres) by title only.

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.

Mr. Sandersfeld explained the purpose of the item. This ordinance assigns the same zoning district as the adjacent property, which is a Work Place 2 zoning district. The Planning and Zoning Commission approved of this zoning change in the interest of compatibility with the adjacent land. Staff recommends approval. The Business Impact Statement was included with this item and the previous two items, according to FS 166.041(4).

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2024-03; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Cataldo
Dawson
Walker
Bryant
Crail
Stile
NO None

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

City Attorney Patrick Brackins read Ordinance No. 2024-04, Designation of Historic Site for the Mount Dora Community Building by title only.

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.

Senior Planner Michelle Janiszewski explained the steps that had taken place to bring this item to Council. On December 13th, historic designation was recommended by the Historic Preservation Board. With this designation, landscape features and site improvements will need to be approved by the Historic Preservation Board. Exterior landscape features already require review by the Historic Board because the building is in the historic review district.

Vice-mayor Crail spoke about the timing of this designation and its relation to contention regarding the naming of the performance venue in the building. The consequences of the historic designation were discussed, specifically the impact on the marketing of the performance venue and the opportunities for appeal if a ruling were to be disputed. Typically, property owners nominate their properties for this designation, although City code also allows Council members or the Historic Board to nominate sites. Property owner authorization is always required. A third-party surveyor determined the property is potentially eligible for the local register of historic places.

Council further discussed controversy regarding the naming of the Music Hall.

Applicants who are denied designation can appeal to City Council. Council further discussed how the building and the City would be affected by the historic designation. If a City property were denied the designation, or if a Certificate of Appropriateness were denied, City staff would bring the appeal to Council.

Mayor Stile opened public comment.

Robert Gordon, 601 East First Avenue, disagreed with remarks about deliberately slowing the naming of the auditorium.

Adrian Coombes, 408 West Ninth Avenue, voiced disagreement about the proposed new sign. He mentioned advertisements not properly referencing the Community Building.

Mayor Stile closed public comment.

***MOTION BY C O U N C I L M E M B E R R O L F S O N T O A P P R O V E T H E F I R S T
R E A D I N G O F O R D I N A N C E N O . 2 0 2 4 - 0 4 ; C O U N C I L M E M B E R C A T A L D O
S E C O N D E D T H E M O T I O N . M O T I O N P A S S E D W I T H A 7 - 0 R O L L C A L L V O T E .***

YES Rolfson
Cataldo
Dawson
Walker
Bryant
Crail
Stile

NO None

CITY MANAGER'S REPORT

Mr. Comiskey pointed out the Gray-Robinson report included in the agenda packet.

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about the Prompt Payment Act.

COMMUNICATIONS AND REPORTS

Councilmember Dennis Dawson suggested rescheduling the Special Meeting that had originally been scheduled for January 17th. This would provide more time for Councilmembers to review the report and exhibits.

The Special Meeting was rescheduled for January 22nd at 6:30 p.m.

Councilmember Cal Rolfson spoke about receiving a complaint regarding construction noise and lights. He commended Mr. Sandersfeld for his swift response.

Councilmember Rolfson also spoke about the Florida League of Cities legislative call-ins on Monday mornings. He also mentioned last weekend's Unity Walk, congratulated the Mayor on her award, and reminded Council about the League of Cities luncheon.

Councilmember Doug Bryant spoke about upcoming bills that would greatly affect municipalities and their revenues. He also spoke about his vote for ratification of the DSK invoices. He advised the City avoid open-ended contracts.

Councilmember John Cataldo thanked Steve Langley and Merry Lovern for their help in responding to questions from a resident.

Vice-mayor Marc Crail expressed appreciation to the City Attorney and Rita Meade for promptly providing helpful information.

Mayor Crissy Stile requested and received a consensus from Council regarding paying the City Attorney the following day.

ADJOURNMENT

***MOTION BY C O U N C I L M E M B E R R O L F S O N T O A D J O U R N . M O T I O N
P A S S E D W I T H A U N A N I M O U S V O I C E V O T E .***

There being no further business for discussion, the meeting adjourned at approximately 7:36 p.m.



**CITY OF MOUNT DORA, FLORIDA
NORTH EAST CRA GOVERNING BOARD
MEETING MINUTES
January 16, 2024, 7:38 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 7:38 p.m., Chairperson Stile called to order the meeting of the Mount Dora North East CRA Governing Board in the Mount Dora City Hall Council Chambers.

ROLL CALL

Members Present

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

Also Present

Patrick Comiskey, City Manager
Patrick Brackins, City Attorney
Adam Sumner, Deputy Planning Director
Jeanann Hand, City Clerk

PUBLIC COMMENTS

Chairperson Stile opened public comment.

No one spoke.

Chairperson Stile closed public comment.

ACTION ITEMS

1. Request Approval of Agreement with Habitat for Humanity of Lake-Sumter Florida, Inc., Related to the Home Repair Grant Funding Program, and Approval for the Mayor to Execute on Behalf of the Northeast CRA

Mr. Sumner explained the purpose of the item. The grant will fund work on the property at 255 East Jackson Avenue. Habitat for Humanity raised the matching funds and is a licensed contractor.

Prior code issues have been cleared up with the assistance of Habitat. A remaining unsafe structure will be demolished. Mr. Sumner anticipates similar projects in concert with Habitat in the future. Mr. Sumner spoke about the support of former Mount Dora High School student Solomon Jones, who works with Habitat. Mr. Sumner spoke about plans for the Vallier property.

The Governing Board spoke in favor of the project and of Habitat for Humanity. The City does not yet have a school program to assist with labor. Stormwater issues are still being resolved; Mr. Sumner is working with Public Works Director George Marek for that purpose.

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

MOTION BY MR. WALKER TO APPROVE THE HOME REPAIR GRANT PARTNERSHIP AGREEMENT WITH HABITAT FOR HUMANITY OF LAKE AND SUMTER COUNTY, INC.; MR. ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Rolfson
Cataldo
Dawson
Bryant
Crail
Stile
NO None

MOTION BY MR. ROLFSON TO ADJOURN; MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:47 p.m.



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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Mediated Settlement Agreement for MK and AD Land Investments, LLC and AMCO Development, Inc.

Introduction:

This is a request for City Council to approve the Mediated Settlement Agreement for MK and AD Land Investments, LLC and AMCO Development, Inc.

Discussion:

This Mediated Settlement Agreement is related to the Special Magistrate Proceeding Under Section 70.51, Florida Statutes (Florida Land Use and Environmental Dispute Resolution Act) in the matter between MK and AD Land Investments, LLC, and AMCO Development Inc. (re: Change in Zoning Final PUD, Petitioner, v. City of Mount Dora, Florida, Respondent).

The Applicant, AMCO Development Inc. requested a change in zoning on approximately 39.00 acres of land located on the south side of State Road 46, between Buttercup Lane and Suneagle Drive.

On February 21, 2023, City Council conducted a Public Hearing to consider the request to change the zoning from Lake County Light Manufacturing (LM and Planned Industrial District) to City of Mount Dora WBI-E (Wolf Branch Innovation Employment – PUD) for a development known as the Mount Dora Mixed Use Planned Unit Development (“MDMU PUD”). At the conclusion of the February 21, 2023, Public Hearing, a motion to approve the proposed MDMU PUD did not garner sufficient votes to pass, and, thus, the proposed MDMU PUD was deemed denied.

On March 15, 2023, the City Mayor's office received a timely Request for Relief on behalf of MK and AD Land Investments, LLC and AMCO Development, Inc, pursuant to Section 70.51, Florida Statutes (Florida Land Use and Environmental Dispute Resolution Act) (hereinafter referred to as the "Act"), and Request for Informal Mediation pursuant to Section 163.318(4), Florida Statutes.

On March 16, 2023, MK and AD Land Investments, LLC and AMCO Development, Inc. filed a

Petition for Writ of Certiorari in the Lake County Circuit Court, challenging the City Council's denial of the proposed MDMU PUD Ordinance in case *MK & AD Land Investments, LLC v. City of Mount Dora, Florida*, No. 2023-CA-000411 (Fla. 5th Jud. Cir. Ct.).

The Act allows an owner of real property to seek relief under the Act before a special magistrate if the owner believes that a development order issued by a governmental entity "unreasonably or unfairly burdens the use of the owner's real property." Generally, under the Act, the first responsibility of the special magistrate is to facilitate a resolution of the conflict by mediation between the owner and the governmental entity by modifying the owner's proposed use of the property or adjusting the development order in an effort to find a mutually acceptable solution. In furtherance of complying with the Act, the Petitioner and the City agreed to the appointment of Attorney Patrice Boyes, P.A. to serve as the special magistrate. Ms. Boyes has extensive local government experience.

As required by the Act, the parties then conducted a mediation with Special Magistrate Boyes on June 27, 2023. During the mediation, a Mediated Settlement Agreement (hereinafter referred to as the "Settlement Agreement") was reached subject to the Council's approval at a duly noticed meeting.

On August 31, 2023, a Shade meeting was conducted for Council members to discuss pending litigation with the City Attorney.

On January 26, 2024, MK and AD Land Investments, LLC and AMCO Development, Inc. provided an updated settlement proposal wherein in they provide for additional public amenities and reduced the maximum building height of certain buildings as reflected in paragraphs 2.A. and 2.B. (the "Amended Settlement Agreement").

If approved by City Council, this Amended Mediated Settlement Agreement proposes to rescind the previous denial of this Application, and to reconsider this Application at a future City Council meeting, subject to certain specified conditions. The Amended Mediated Settlement Agreement does not formally approve the decision to rescind the denial of the proposed Mixed Use Final PUD under Ordinance No. 2023-04. Rather, the Amended Mediated Settlement Agreement allows the Petitioner to present his Application at the Second Public Hearing before the City Council along with supplemental information and a revised PUD Master Plan for the project site.

The Amended Mediated Settlement Agreement – Mount Dora Mixed Use Planned Unit Development includes the applicants attorney's summary letter (Attachment #1) and a presentation document of the proposal under Attachment #2.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the agreement actions.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.1. Develop Wolf Branch Innovation District (WBID)

Recommendation:

The City Council may consider alternative actions:

- 1) Approve the Mediated Settlement Agreement; authorize the Mayor to execute documents on behalf of the City; and direct staff to schedule Final Adoption Second Reading PUD Ordinance No. 2023-04 Public Hearing; or
- 2) Disapprove the Mediated Settlement Agreement as presented.

Attachment(s):

1. Attachment 1 Letter Mediated Settlement Agreement dated 01-26-24
2. Attachment 2 Amco MDMU Presentation 02-06-24
3. Proposed Mediated Settlement Agreement dated 01-26-24

Prepared by: Vince Sandersfeld, Acting City Manager

Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Planning and Development Director

Approved - 1/31/2024

Approved - 1/23/2024

Final Approval - 1/31/2024



January 26, 2024

VIA ELECTRONIC MAIL

Patrick Brackins, Esquire
Mount Dora City Attorney
510 N. Baker Street
Mount Dora, Florida 32757

**Re: *Proposed Mediated Settlement Agreement – Mount Dora Mixed Use
Planned Unit Development***

Dear Mr. Brackins:

In advance of the City Council’s meeting scheduled for February 6, 2024, at 6:00 p.m., enclosed is a copy of the proposed Mediated Settlement Agreement that AMCO is prepared to execute to fully and amicably resolve the pending special magistrate proceeding and the certiorari appeal. In addition, I have provided via separate e-mail a link to a slide presentation that our client has prepared to aid the City Council in its consideration of the proposed Mediated Settlement Agreement on February 6.

As reflected in our client’s slide presentation and as a direct result of the parties’ mutual efforts during the all-day mediation, significant revisions and improvements have been made to the proposed Mount Dora Mixed Use Planned Unit Development (“MDMU PUD”) to ensure that it is a true legacy project for the City and the Wolf Branch Innovation District, while also being responsive to requests and issues raised during the City Council’s meeting last February. Briefly summarized, benefits of the proposed Mediated Settlement Agreement include:

- A. The maximum building heights within the MDMU PUD have been significantly reduced across all parcels in comparison to the proposed Final Master Plan presented to the City Council last February, resulting in buildings heights ranging between 50 feet and 150 feet, with the only exceptions being Buildings B & C (175 feet) and Building D (165 feet);
- B. Minimum building heights of 50 feet and 85 feet have been established for the two (2) outparcels fronting State Road 46 (*i.e.*, Tracts 1 and 2) to further reduce the view of all other buildings on the site;

Tallahassee 433 North Magnolia Drive Tallahassee, Florida 32308 (850) 224-7332 Fax: (850) 224-7662	Orlando 1809 Edgewater Drive Orlando, Florida 32804 (407) 347-5388 Fax: (407) 264-6132
---	---

www.theriaquelaw.com

- C. The list of Permitted Uses on the Final Master Plan is required to be revised to prohibit mini-storage, residential (except fee simple residential in a mixed-use building), large box retail, and commercial uses not otherwise listed in the PUD Permitted Use table from being developed on Tracts 1 and 2;
- D. Agreement that the park area, as depicted on the Master Plan for the MDMU PUD, and potential uses developed therein (*e.g.*, kids' splash pad/water play zone, etc.), will be accessible to members of the general public and not limited solely to residents of the MDMU PUD;
- E. Phase 1 of the MDMU PUD shall require a mixture of residential and non-residential uses (including office and other employment uses), and shall include a minimum of 25% office and/or other employment uses;
- F. Dismissal of the pending litigation (*i.e.*, the special magistrate and the certiorari proceeding) within five (5) days of the City Council's approval of the revised MDMU PUD and the expiration of all appeal periods related thereto, with AMCO and the City agreeing to bear their own fees and costs in the pending litigation and granting each other mutual releases of any and all claims;
- G. Development of a true mixed-used project that will serve as the impetus and driving engine for additional development within the Wolf Branch Innovation District so that the City's vision of creating an employment center can finally be realized; and
- H. Development of a true mixed-used development that will have a significant and long-term positive fiscal impact on the City, including, but not limited to, job creation, economic growth, and increased tax revenue.

Our client appreciates the City Council's thoughtful and reasoned consideration of the proposed Mediated Settlement Agreement and the incorporated revisions to the proposed Final Master Plan for the MDMU PUD at its February 6 meeting, as it is in all parties' best interests to reach a mutually agreeable solution in this matter. Indeed, a prompt and amicable solution would not only allow the parties to avoid the substantial expense of further litigation, but it would negate the need for the parties to incur the time and added expense associated with a full evidentiary hearing in the special magistrate proceeding later in February. Most importantly, however, an amicable solution would allow the City and AMCO to shift their collective energy toward the future and making the Wolf Branch Innovation District a reality and a true economic and employment engine for the City and its current and future residents and businesses.

Patrick Brackins, Esquire
Mount Dora City Attorney
January 26, 2024
Page 3

I appreciate your prompt attention to this matter, and our client thanks the City Council in advance for its support of the proposed Mediated Settlement Agreement. As always, please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

/s/ *S. Brent Spain*

S. Brent Spain

Enclosure

cc: Patrice Boyes, Esquire (via e-mail)



WOLF BRANCH INNOVATION DISTRICT MDMU FINAL PUD

Terms per Settlement Agreement

Listed are the modifications and changes made to the development plan that evolved out of the full day Mediation with the Special Magistrate.

- 01** The developer has complied with the terms of the proposed Settlement Agreement between the City of Mount Dora and AMCO resulting from the full day of mediation with the Special Magistrate and has amended the Final PUD Master Plan and Renderings in accordance with the Agreement.
- 02** The maximum building heights have been substantially reduced across the site from the heights presented to the City Council on February 21, 2023.
- 03** The list of permitted uses on the MDMU PUD Master Plan has been revised per the terms of the Settlement Agreement (2.C).
- 04** Medical services have been further integrated into the development (Tract 2).
- 05** The development includes recreational facilities and amenities open to the general public, including a splash pad and water play zone.
- 06** The developer has made a number of concessions to address community concerns, such as preserving green space, providing attainable housing, and adding public art and gathering spaces and further reducing maximum building heights and permitted uses.
- 07** The design includes underground parking to minimize the environmental impact and reduce the urban heat island effect.
- 08** The development will target high-wage employment sectors to bring high-paying jobs to the area.

DRAWING NUMBER
1

Medical Office Building

Tract 2

Building C

as shown is 175 feet tall from SR46

Minimum
building height
of 85 feet

Maximum
building height
of 100 feet

Tract 1

Mixed Use Preschool
as shown is 65 feet
tall from SR46

Medical Building
as shown is 95 feet
tall from SR46

Building A
as shown is 150 feet
tall from SR46

Medical Office Building

Tract 2

Depiction of how the visual impact of the reduced height of Building C shown in background is negated by the 95 foot tall Medical Office Building on Tract 2.



Medical Office Building

Tract 2

Further reduction in height of Building A

Shadowed Portion shown was at 250 feet as presented to Council on February 21st 2023

Reduced Height of 150 feet depicted per terms of Settlement Agreement



Medical Office Building

Tract 2



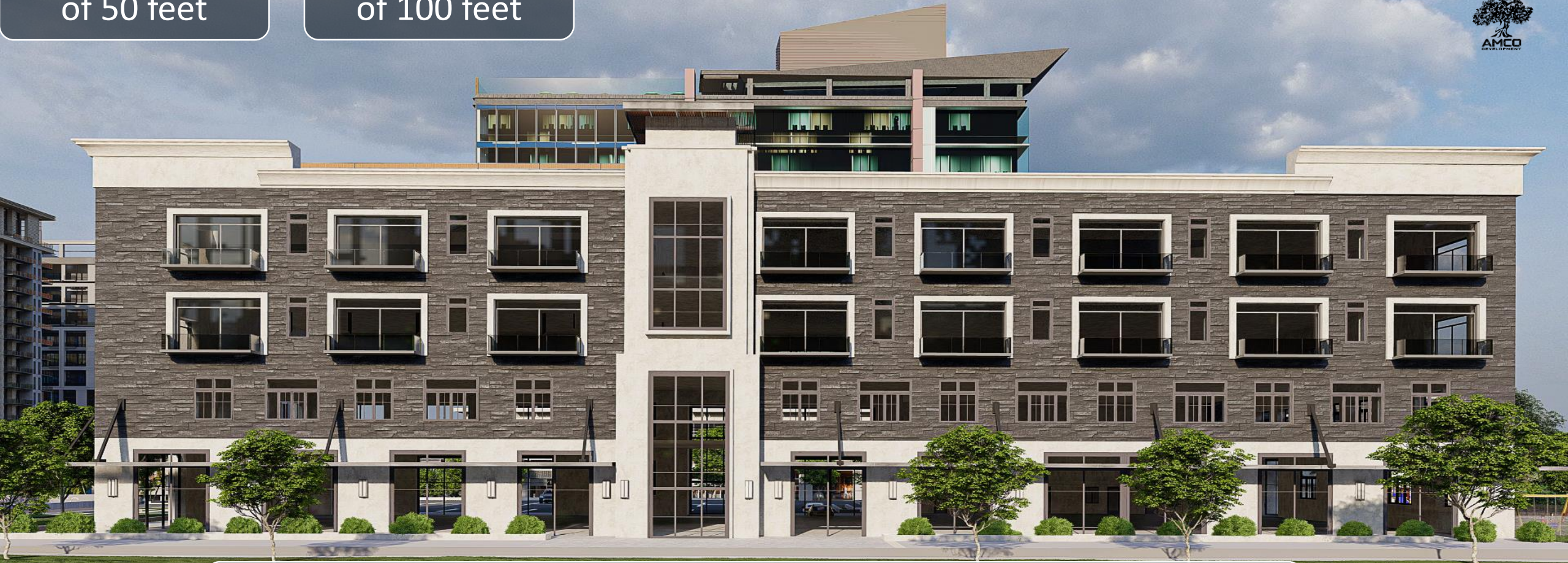
Mixed Use with Preschool

Tract 1

Minimum
building height
of 50 feet

Maximum
building height
of 100 feet

Reduced Building A height of 150 feet from SR46 as depicted



Mixed Use with Preschool

Tract 1

Reduced Building C height of 175 feet from SR46 not visible as depicted

Reduced Building A height of 150 feet from SR46 as depicted

Tract 2 Medical Office Building height of 95 feet from SR46 as depicted



Mixed Use with Preschool

Tract 1



Residential 3rd / 4th Level

Preschool approx. 10k sf

Patio Space 4th Level

Office / 2nd Level

Commercial / Ground Level

Prior Central Park / Food Hall



Updated Aerial Imagery

Central Park / Food Hall

Splash pad / Water play zone

Relocated water feature

Splash Pad and Water Play Zone

Central Park



OPEN TO THE GENERAL PUBLIC

Family Friendly Included Amenities

Activities for ages 2– 17yrs old

Interactive Splash Pad features

Water Slides and Aqua Playground

February 6, 2024 City Council Regular Session Agenda Packet

Splash Pad and Water Play

Central Park



Positive Economic Impact

The MDMU development will generate significant positive economic benefits for the community, including:



The total estimated **job creation** for the MDMU development is 31,497 jobs. This includes 17,119 jobs during the construction period and 14,378 jobs during stabilized operations. The average annual salary of targeted high-wage employment sectors is projected to exceed \$78,113. This figure is **69% higher than the Lake County Average**. The significant economic impact of this development will benefit not only the City of Mount Dora, but also Lake County, Florida, and the State of Florida.



Economic growth: The creation of over 31,000 jobs will significantly impact the local economy. The economic impact of the development is estimated to be over \$7.5 billion.



Increased tax revenue: With the increase in job creation and economic growth, there will be a corresponding increase in tax revenue for the City of Mount Dora and Lake County.



Tourism: The development is expected to bring in more visitors to the area, which will have a positive impact on local businesses and tourism-related industries.



Real estate: The MDMU development is likely to increase property values in the area, which will benefit property owners in Mount Dora and Lake County.



Infrastructure: The development will provide significant upgrades to the infrastructure in the area, which will benefit residents and businesses in the community.



Community amenities: The development will offer various recreational facilities and amenities, improving the overall quality of life for residents.



Education: The County's interest in placing a proposed public school on an adjacent property would address a current lack of school capacity in the area.



\$78,113

Average annual salary



17,199 Jobs

Construction Period



14,378 Jobs

Stabilized Operation



These benefits demonstrate the potential for the MDMU development to positively impact the City of Mount Dora, Lake County, and the State of Florida.

Positive Fiscal Impact

The MDMU development will have a positive fiscal impact on the City of Mount Dora and Lake County, FL. During the construction period, the development is expected to generate \$17.4 million in revenue for the City of Mount Dora and \$8.1 million for Lake County. The development will also generate significant impact fee revenue for the city, including \$2.5 million for parks and recreation, \$1.4 million for the public library system, \$2.7 million for the city's police department, and \$1.3 million for the city's fire and EMS department.

Upon stabilized operations, the development is anticipated to generate \$6.9 million in ad valorem revenue to the City of Mount Dora's general fund during the first year of operation at full build-out. Over its full lifecycle of 25 years, the development is expected to generate \$222 million in ad valorem revenue to the City of Mount Dora's general fund and \$188 million in ad valorem revenue to the Lake County general fund, \$11.5 million to the Lake County Water Authority, and \$18.7 million to the North Lake Hospital District, totaling \$440 million in revenue over the 25-year life cycle. This revenue will provide a significant boost to the local economy, supporting essential community services and funding much-needed infrastructure improvements



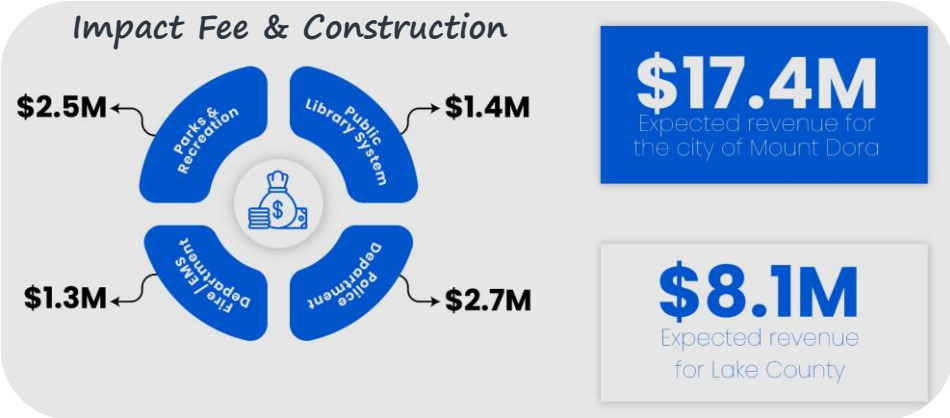
During Construction Period: \$17.4M for City of Mount Dora / \$8.1M for Lake County



Impact Fee Revenue to City of Mount Dora includes \$2.5M to parks and recreation, \$1.4M to public library system, \$2.7M to the cities police department, \$1.3M to the city fire/ems department.



Upon Stabilized Operations: \$6.9M in ad valorem revenue to City of Mount Dora's general fund upon the first year of stabilized operations at full build out. Over its full lifecycle 25 years anticipated to generate \$222M of ad valorem revenue to the general fund and \$188M of ad valorem revenue to the Lake County General Fund, \$11.5M to the Lake County Water Authority, \$18.7M to the North Lake Hospital District totaling \$440M of revenue over 25 year life cycle



Employment Sectors

within the development include

Financial Services, Technology, Medical, Biotech, Clean Energy, Life Sciences, Retail, Office, Hospitality, Education



14,372

*Annual Jobs
During Stabilized Operations*



\$ 711.3 Million

*Annual Salary & Wages During
Stabilized Operations*



\$ 78,113

*Average Annual Salary During Stabilized
Operations*



\$ 2.4 Billion

*Annual Revenue Generated During
Stabilized Operations*

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT (“Agreement”) is made and entered into on this ____ day of February 2024, by and between MK & AD LAND INVESTMENTS, LLC, and AMCO DEVELOPMENT INC. (collectively, “Amco”), and the CITY OF MOUNT DORA, FLORIDA (“City”).

RECITALS:

WHEREAS, Amco holds a legal and/or equitable interest in 39± acres of real property located in Mount Dora, Lake County, Florida, with Alternate Key Numbers 1039819, 1084059, 2843136, and 1128544 (“Property”); and

WHEREAS, in 2022, Amco filed a rezoning application with the City seeking to rezone the Property from Lake County Light Manufacturing (LM and Planned Industrial District) to City of Mount Dora WBI-E (Wolf Branch Innovation Employment – PUD) for a development known as the Mount Dora Mixed Use Planned Unit Development (“MDMU PUD”); and

WHEREAS, as proposed the MDMU PUD envisioned a true mixed-use town center/urban village, consisting of the following uses: office, retail, hotel, adult living facility, mini-warehouse, commercial support, convention center, residential, and parking garage (underground); and

WHEREAS, the City’s Development Review Committee reviewed Amco’s rezoning application at its meeting on November 30, 2022, and recommended approval with conditions; and

WHEREAS, the City’s Planning and Zoning Commission review Amco’s rezoning application at a public hearing on December 21, 2022, and recommended approval subject to eight (8) conditions;

WHEREAS, following the City’s Planning and Zoning Commission public hearing, Amco revised its rezoning application and the proposed Master Plan for the MDMU PUD; and

WHEREAS, on January 17, 2023, the City of Mount Dora City Council (“City Council”) held its first public hearing on the MDMU PUD and, at the conclusion of such hearing, voted 6-to-1 to approve on first reading the ordinance for the MDMU PUD with conditions;

WHEREAS, on February 21, 2023, the City Council held the second and final public hearing on the MDMU PUD;

WHEREAS, at the conclusion of the February 21, 2023 public hearing, a motion to approve the proposed MDMU PUD did not garner sufficient votes to pass, and, thus, the proposed MDMU PUD was deemed denied; and

WHEREAS, on March 15, 2023, Amco filed a Request for Relief with the City pursuant to the Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, *Florida Statutes* (“Special Magistrate Proceeding”), to challenge the City Council’s denial of the proposed MDMU PUD; and

WHEREAS, on March 16, 2023, Amco filed a Petition for Writ of Certiorari in the Circuit Court to challenge the City Council’s denial of the proposed MDMU PUD, said case being styled as *MK & AD Land Investments, LLC, v. City of Mount Dora, Florida*, Fifth Judicial Circuit Court, Case No. 2023-CA-000411 (“Certiorari Proceeding”); and

WHEREAS, on June 27, 2023, the City and Amco participated in mediation as required in the Special Magistrate Proceeding; and

WHEREAS, the City and Amco desire to enter into this Agreement for the purposes of resolving the Special Magistrate Proceeding and the Certiorari Proceeding (collectively, the “Litigation”), and are motivated by a desire to avoid the costs, time, and uncertainty associated with litigation and to arrive at a fair and reasonable agreement to resolve their dispute.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Amco (collectively, the “Parties”) intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties’ mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. Amco shall submit to the City an updated Master Plan for the MDMU PUD consistent with Exhibit “1” attached hereto, thereby revising the building heights on the Property as follows: (1) Track 1: minimum building height of 50 feet and maximum building height of 100 feet measured from SR 46; (2) Tract 2: minimum building of 85 feet and maximum building height of 100 feet measured from SR 46; (3) Building A: maximum building height of 150 feet measured from SR 46; (4) Buildings B and C: maximum building height of 175 feet measured from SR 46; (5) Building D: maximum building height of 165 feet measured from SR 46; and (6) remaining portion of site: maximum building height of 150 feet measured from SR 46, with the following limitations: (a) proposed hotel building: maximum building height of 138 feet measured from SR 46; (b) proposed independent senior living building: maximum building height of 125 feet measured from SR 46; and (c) proposed multi-story indoor self-storage: maximum building

height of 100 feet measured from SR 46. Building height as used herein does not include appurtenances.

- B. Amco acknowledges and agrees that the Park area, as depicted on the Master Plan for the MDMU PUD, and potential uses developed therein (e.g., kids' splash pad/water play zone, etc.), will be accessible to members of the general public and not limited solely to residents of the MDMU PUD.
- C. In addition to updating the Master Plan for the MDMU PUD to revise the maximum building heights as provided above, the list of PUD Permitted Uses on the Master Plan shall be revised as follows: mini-storage, residential (except fee simple residential in a mixed-use building), large box retail, and commercial uses not otherwise listed in the PUD Permitted Use table shall be prohibited on Tracts 1 and 2.
- D. The City agrees to reserve capacity for water and wastewater services for Phase 1 of the MDMU PUD, if available, at the time of site development plan approval for Phase 1.
- E. Amco agrees that Phase 1 of the MDMU PUD shall entail a mixture of residential and non-residential uses, including office and other employment uses. Consistent with the motion presented at the February 21 City Council meeting, Phase 1 shall include a minimum of 25% office and/or other employment uses.
- F. Notwithstanding anything to the contrary in the City's Land Development Code, Amco shall have twenty-four (24) months from the City Council's approval of the MDMU PUD to submit for site plan approval for Phase 1 of the project and twenty-four (24) months from the approval of the site plan for Phase 1 to commence construction, which shall be deemed to have occurred upon receipt of either a site development permit or a building permit related to the project; provided, however, Amco may seek an extension of such timeframes prior to their expiration in accordance with the City's Land Development Code or Florida law.
- G. The conditions set forth in Paragraphs 2.A and F above shall be incorporated into the proposed MDMU PUD ("Revised MDMU PUD") for the City Council's consideration for approval at a public meeting.
- H. Within ten (10) days of the Effective Date of this Agreement, Amco shall file a Status Report in the Special Magistrate Proceeding and the Certiorari Proceeding advising the Special Magistrate and the Circuit Court of this Agreement and requesting that both proceedings be held in abeyance while

the Parties are implementing the terms of this Agreement, *i.e.*, review and approval of the Revised MDMU PUD and the expiration of any applicable appeal periods.

- I. Amco shall execute and file a Notice of Withdrawal in the Special Magistrate Proceeding and a Notice of Voluntary Dismissal with prejudice in the Litigation within five (5) days after the expiration of any applicable appeal periods associated with the City Council's approval of the Revised MDMU PUD consistent with the terms of this Agreement. If any third-party appeal or legal challenge is filed against such approval, Amco shall execute and file a Notice of Withdrawal in the Special Magistrate Proceeding and a Notice of Voluntary Dismissal with prejudice in the Litigation within five (5) days after the approval of said Revised MDMU PUD is finally adjudicated in favor of the City and Amco consistent with the terms herein.

3. **Scope of Agreement.** The Parties' obligations and rights under this Agreement are expressly made contingent upon the City Council's approval of this Agreement and the City Council's approval of the Revised MDMU PUD consistent with the conditions set forth in Paragraph 2 of this Agreement. In the event the City Council does not vote to approve the Revised MDMU PUD consistent with the conditions set forth in Paragraph 2 above within sixty (60) days of the Effective Date of this Agreement (unless Amco agrees to an extension of such time-frame in writing), or in the event any third party appeal or legal challenge against the City Council's approval of the Revised MDMU PUD is not finally adjudicated in favor of the terms agreed to by the City and Amco, this Agreement shall be null and void and the Parties shall retain all of their rights to continue with the Litigation. No term or condition of this Agreement shall be construed as to proscribe, limit, or affect the ability of the City to enforce its Comprehensive Plan, its Land Development Code, or any other authority granted by law concerning the development and construction of the Property.

4. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the City unless and until the City Council approves this Agreement at a public meeting, as is required by Florida law.

5. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Lake County, Florida.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

7. **Non-Waiver.** Failure by the City or Amco to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the City and Amco, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

8. **Mutual Releases.**

- A. Amco hereby waives and releases, acquits, satisfies, and forever discharges the City, including its elected officials and employees, and any and all affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the “City-Related Parties”), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Amco ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, Amco covenants with and warrants to the City, including the City-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against the City, including the City-Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- B. The City hereby waives and releases, acquits, satisfies, and forever discharges Amco, including its officers, members, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the “Amco-Related Parties”), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the City ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, the City covenants with and warrants to Amco, including the Amco-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Amco, including the Amco-Related Parties, with regard to any claim raised by any party in the Litigation that are not included

in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- C. The releases set forth above shall become effective only upon the City Council's approval of this Agreement and the City Council's approval of the Revised MDMU PUD consistent with the conditions set forth in Paragraph 2 above, and the expiration of any applicable appeal periods associated therewith. If any third-party appeal or legal challenge is filed against such approvals, these releases shall become effective only upon said approvals being finally adjudicated in favor of the terms agreed to by the City and Amco.

9. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the Litigation. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

10. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

11. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement, except with respect to the regulatory approval process for the Revised MDMU PUD. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

12. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, each Party shall bear its own attorneys' fees and costs incurred in the matter.

13. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

14. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto, other than as expressly stated herein. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

15. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the Litigation, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a negotiated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

16. **Attorneys' Fees; Costs.** The Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the Litigation and in the preparation of this Agreement.

17. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt

requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Amco:

AMCO Development, Inc.
c/o Aaron Hakim
1019 Flagstone Court
Apopka, Florida 32703

MK & AD Land Investments, LLC
c/o Aaron Hakim
1019 Flagstone Court
Apopka, Florida 32703

With a copy to:

S. Brent Spain, Esquire
Theriaque & Spain
1809 Edgewater Drive
Orlando, Florida 32804

(b) To the City:

City of Mount Dora
c/o City Manager
510 N. Baker Street
Mount Dora, Florida 32757

With a copy to:

Patrick Brackins, Esquire
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

19. **Effective Date.** This Agreement shall become effective upon the date of execution by the last of the Parties (“Effective Date”).

20. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them as set forth herein.

CITY OF MOUNT DORA, FLORIDA

By: _____
MAYOR CRISSY STILE

Date: _____

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
MOUNT DORA, FLORIDA:

JEANANN HAND, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF MOUNT DORA, FLORIDA:

PATRICK BRACKINS, ESQUIRE – City Attorney

WITNESSES

AMCO DEVELOPMENT, INC., a Florida corporation,

Print Name:_____

By:_____

Name: AARON HAKIM

Its: President

Print Name:_____

Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of February 2024, by Aaron Hakim, as President of AMCO Development, Inc., a Florida corporation, on behalf of said entity. Said person [] is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____

WITNESSES

MK & AD LAND INVESTMENTS, LLC, a
Florida limited liability company,

By: Turat Holdings, LLC, a Florida limited
liability company,

Print Name:_____

Its: Manager

Print Name:_____

By:_____

Name: AARON HAKIM

Its: Managing Member

Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of February 2024, by Aaron Hakim, as the Managing
Member of Turat Holdings, LLC, a Florida limited liability company, as Manager of MK & AD
Land Investments, LLC, a Florida limited liability company, on behalf of said entity. Said person
☐ is personally known to me or ☐ has produced _____ as identification.

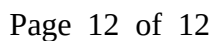
(NOTARY SEAL)

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

REVISED MASTER PLAN FOR MDMU PUD





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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Final Reading and Adoption 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 the final reading of Ordinance No. 2024-01.

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 limits. The annexation further decreases an existing enclave and is located within the City/County Joint Planning Agreement (JPA) boundary. These parcels, along with the adjacent lands, were 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.

Final legal advertisements for the adoption hearing are included in Attachment #3. The sequence of events leading to the presentation to the City Council are as follows:

The City Council, at their regularly scheduled meeting held on January 16, 2024, recommended approval of the First Reading of Ordinance No. 2024-01 and held a hearing for the Second Reading and Final adoption.

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 to approve Final Reading and Adoption of Ordinance No. 2024-01.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 Annexation Summary Report
3. Attachment 3 Legal Ad Publications (Annex)
4. Ordinance 2024-01 Annex SAF NOB US 441 (Final)
5. Exhibit A Property Depiction (Map)

Prepared by: Vince Sandersfeld, Acting City Manager

Reviewed by: City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, Planning and Development Director

Approved - 1/24/2024

Approved - 1/24/2024

Final Approval - 1/24/2024

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:

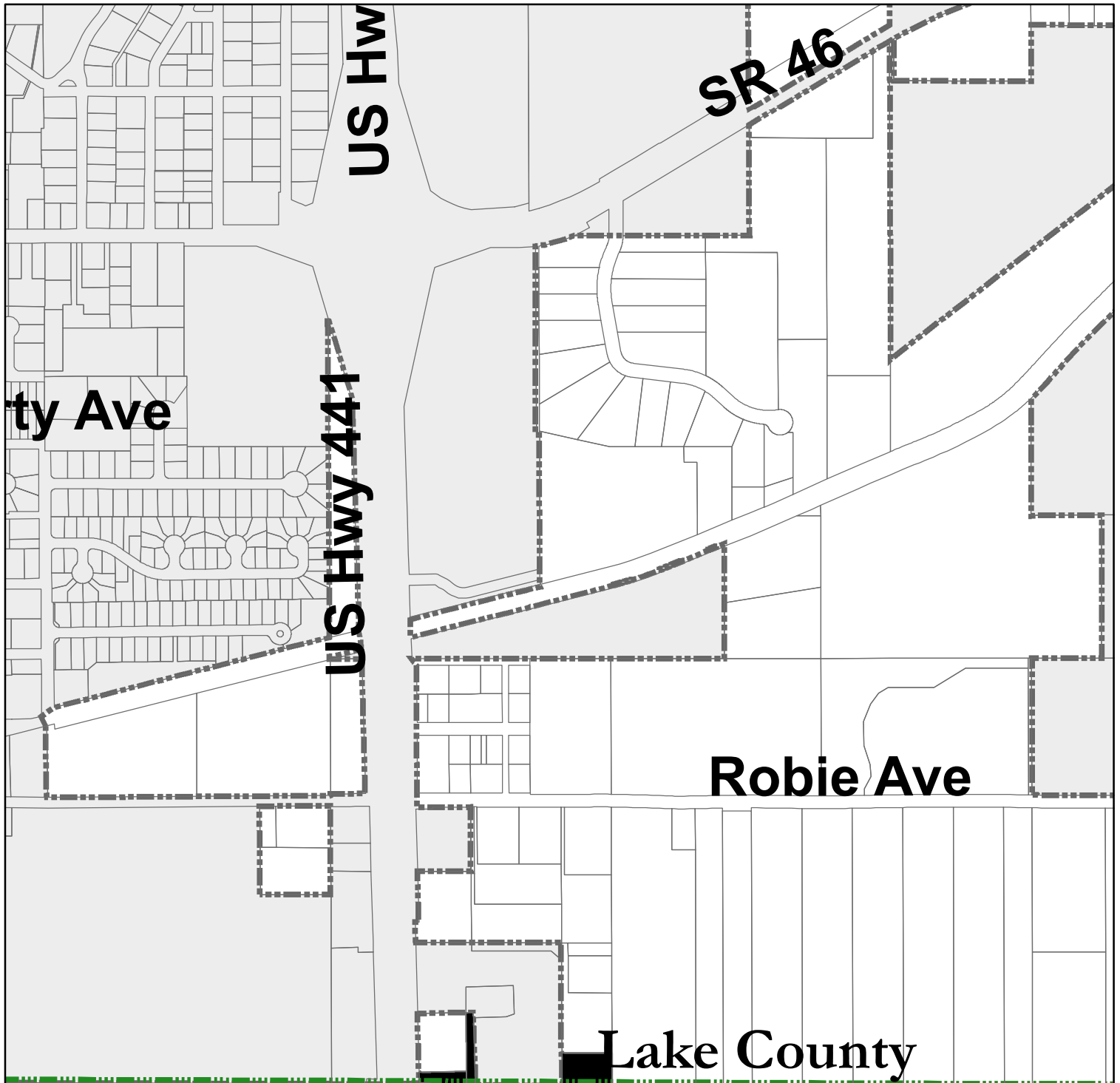
JPA Notice to Lake County: January 8, 2024
Legal Notice PZC and Notice to City Council: January 26, 2024
Notice to Surrounding Owners: December 8, 2023
Non-Legal with Map Ad City Council 1st Reading: January 19, 2024
Ordinance Enactment Legal Ad: January 26, 2024
Non-Legal with Map Ad City Council Adoption: 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

Legend

-  City Limits
-  JPA
-  Subject Properties

Vicinity Map

CITY OF
MOUNT
DORA
PLANNING AND DEVELOPMENT

Subject Properties

Orange County

Date: 11/22/2023



PLANNING AND DEVELOPMENT

CITY OF
MOUNT
DORA

RECEIVED

By Whitney Scott at 8:49 am, Nov 07, 2023

ANNX23-02

City of Mount Dora
Planning & Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112PlanDev@CityofMountDora.comVOLUNTARY ANNEXATION
APPLICATIONDate: 11/6/2023Project 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: Kclen@myplaceselfstorage.com
3. The property generally located (list adjacent streets): Robie Ave & Stoneybrook Hills Pkwy
5. Alt Key(s): 3853663
6. Size of property in Acres: 1.4 Square Feet: 100,984
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

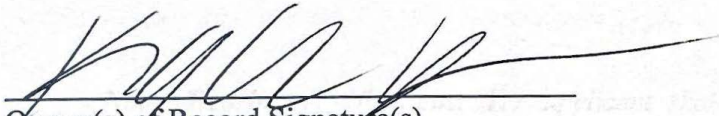
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

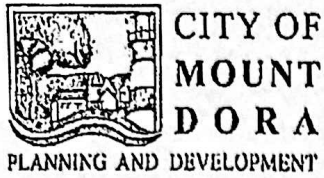
Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

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



Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
PlanDev@cityofmoundora.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) Former Development, Dave Braedley, Kyle Han 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.

KURT OBRIEN
Printed Name of Property Owner

[Signature]
Signature of Property Owner

11/6/23
Date

Printed Name of Property Owner

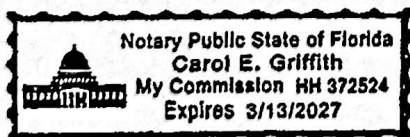
Signature of Property Owner

Date

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 OBrien.

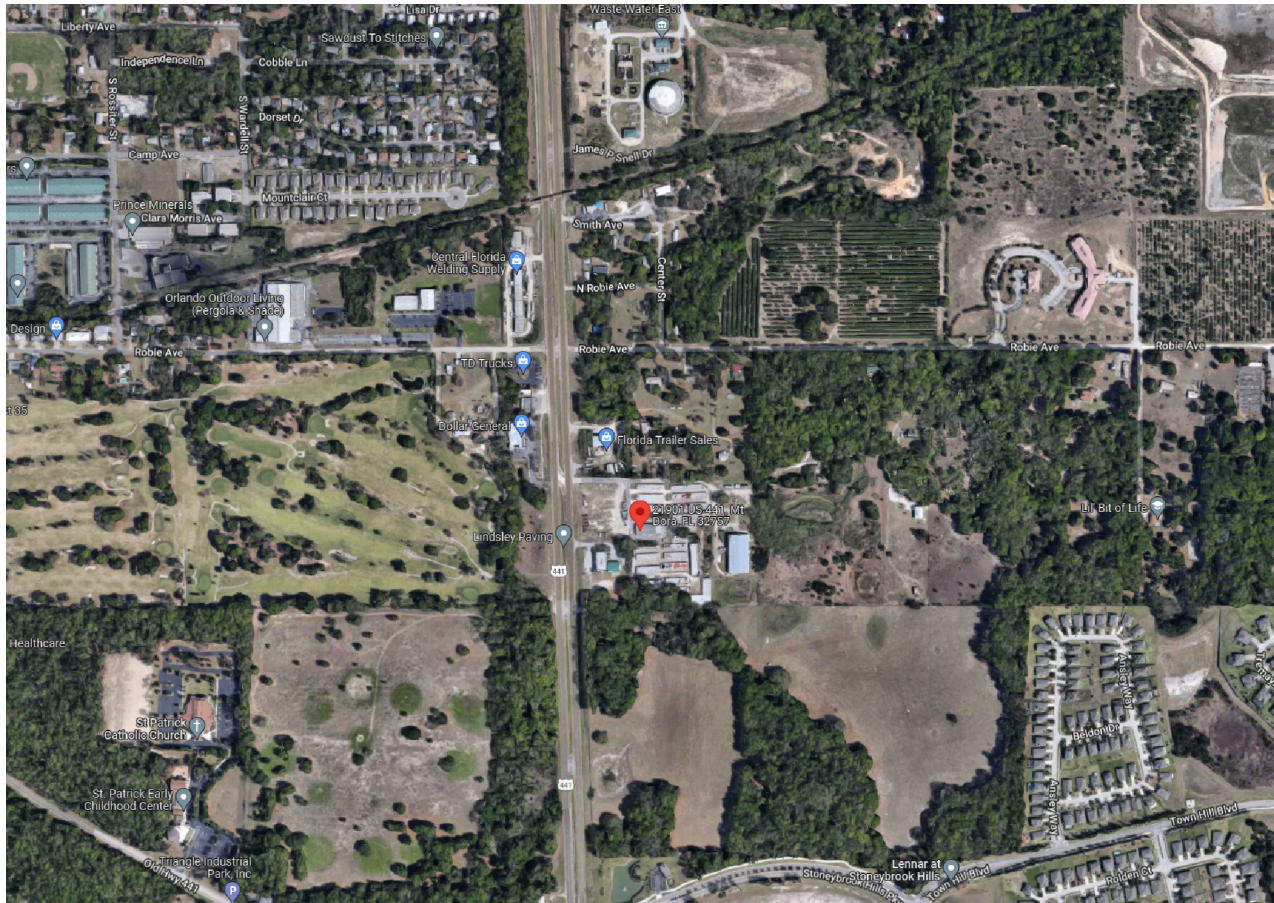
Personally known OR Produced Identification
Type of Identification Produced: _____



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



Vicinity Map
(Not to Scale)

SURVEYOR'S NOTES

- 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 courthouses.
- 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.
- 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.
- 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.
- 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.
- No underground foundations, installations or improvements have been located except as shown.
- There are no visible encroachments other than shown.
- Ownership of fences were not verified at time of survey.
- All measurements are in feet and tenths, unless otherwise noted.
- Mean high water line was not determined at time of survey.
(only applicable when abutting bodies of water)
- All buildings are 1 STORY.
- 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
- CCW 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, 7b, 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 SJ-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.

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 02°42'02" EAST ALONG SAID WIRE FENCE 337.61 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE NORTH 02°42'02" EAST (ACTUALLY NORTH 02°27'38" EAST) A DISTANCE OF 119.59 FEET, THENCE NORTH 88°06'47" EAST 224.26 FEET, THENCE SOUTH 07°57'30" EAST 133.46 FEET, THENCE SOUTH 72°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 02°45'02" EAST (ACTUALLY NORTH 02°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 SOUTHWEST 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 02°42'02" EAST ALONG SAID WIRE FENCE AND THE NORTHERLY EXTENSION THEREOF 457.20 FEET, THENCE NORTH 88°06'47" EAST 22.29 FEET TO A POINT OF BEGINNING, THENCE NORTH 04°36'02" WEST 17.5 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, 4.83 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 03°36'35" WEST 325.46 FEET FOR A POINT OF BEGINNING, CONTINUE NORTH 03°36'35" 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 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 251.65 FEET, THENCE SOUTH 02°42'02" EAST 327.69 FEET TO A POINT ON A LINE HAVING A BEARING OF NORTH 88°44'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88°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 NORTHEAST CORNER 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°47'30" WEST 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 THENCE NORTH 03°36'35" 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 SOUTHWEST 1/4 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 02°42'02" EAST 327.69 FEET, THENCE SOUTH 05°26'26" 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 SOUTHWEST 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 SOUTHWEST 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°47'30" WEST ALONG THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 235.00 FEET, THENCE SOUTH 04°45'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET, THENCE SOUTH 02°42'02" EAST 327.69 FEET, THENCE SOUTH 05°26'26" 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; 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 THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF 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, 4.83 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 03°36'35" WEST 325.46 FEET, 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, THENCE SOUTH 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 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 SOUTHWEST 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°47'30" WEST ALONG THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 235.00 FEET, THENCE SOUTH 04°45'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET, THENCE SOUTH 02°42'02" EAST 327.69 FEET, THENCE SOUTH 05°26'26" 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.

LESS:

THE WEST 30 FEET OF THE EAST 235 FEET OF THE SOUTHWEST 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 SOUTHWEST 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°47'30" WEST 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 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, 4.83 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 03°36'35" WEST 325.46 FEET, 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, THENCE SOUTH 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 40 FEET OF THE EAST 205 FEET OF THE SOUTHWEST 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 174 FEET OF THE NORTH 234 FEET OF THE EAST 205 FEET OF THE SOUTHWEST 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:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 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 02°42'02" EAST ALONG SAID WIRE FENCE 337.61 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE NORTH 02°42'02" EAST (ACTUALLY NORTH 02°27'38" EAST) A DISTANCE OF 119.59 FEET, THENCE NORTH 88°06'47" EAST 224.26 FEET, THENCE SOUTH 07°57'30" EAST 133.46 FEET, THENCE SOUTH 72°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 02°42'02" EAST (ACTUALLY NORTH 02°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-WAY FOR COUNTY ROAD 4-3780.

PARCEL D:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 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 02°42'02" EAST ALONG SAID WIRE FENCE 337.61 FEET TO THE POINT OF BEGINNING, CONTINUE THENCE NORTH 02°42'02" EAST (ACTUALLY NORTH 02°27'38" EAST) A DISTANCE OF 119.59 FEET, THENCE NORTH 88°06'47" EAST 224.26 FEET, THENCE SOUTH 07°57'30" EAST 133.46 FEET, THENCE SOUTH 72°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 02°42'02" EAST (ACTUALLY NORTH 02°27'38" EAST) A DISTANCE OF 25.71 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, 4.83 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 03°36'35" WEST 325.46 FEET, 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, THENCE SOUTH 88°47'30" WEST 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 210.83 FEET TO THE POINT OF BEGINNING, LESS THE NORTH 275.00 FEET OF THE ABOVE DESCRIBED PROPERTY AND LESS COMMENCING AT THE SOUTHWEST CORNER 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, 682.92 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 02°42'02" EAST ALONG SAID FENCE, 337.61 FEET, THENCE NORTH 88°44'00" EAST, 32.13 FEET; THENCE SOUTH 05°26'26" EAST, 338.64 FEET TO THE POINT OF BEGINNING.

EAST, ALONG SAID FENCE 337.61 FEET; THENCE NORTH 88°44'00" EAST, 32.13 FEET; THENCE SOUTH 05°26'26" 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 1470, 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 PERMETTER:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ALSO BEING THE CERTIFIED CORNER OF RECORD 07680, 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°53'22" W, A DISTANCE OF 50.45 FEET; THENCE N 88°48'29" 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°24'47" E, A DISTANCE OF 430.89 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 NORTH LINE OF THE SOUTHWEST 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 SOUTHWEST 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, 4.83 FEET; NORTH 87°08'35" WEST 51.64 FEET; NORTH 03°36'35" WEST 325.46 FEET FOR A POINT OF BEGINNING, CONTINUE NORTH 03°36'35" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE 333.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF 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 02°42'02" EAST 327.69 FEET TO A POINT ON A LINE HAVING A BEARING OF NORTH 88°44'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88°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, LESS THE SOUTH 150.84 FEET THEREOF, ALSO AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: FROM THE NORTHEAST CORNER OF THE SOUTHWEST 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°47'30" WEST ALONG THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 235.00 FEET, THENCE SOUTH 04°45'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET; THENCE SOUTH 02°42'02" EAST 327.69 FEET, THENCE SOUTH 05°26'26" 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 SOUTHWEST 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 SOUTHWEST 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°47'30" WEST ALONG THE NORTH LINE OF THE AFORESAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 235.00 FEET, THENCE SOUTH 04°45'52" WEST ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 A DISTANCE OF 261.65 FEET, THENCE SOUTH 02°42'02" EAST 327.69 FEET, THENCE SOUTH 05°26'26" 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; 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 5 PERMETTER:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ALSO BEING THE CERTIFIED CORNER OF RECORD 07580, 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°53'22" W, A DISTANCE OF 50.45 FEET; THENCE N 88°48'29" E, 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 A POINT ON THE SOUTH R/W LINE OF ROBIE AVENUE (COUNTY ROAD 4-3780), A DISTANCE OF 634.76 FEET; THENCE S 89°58'29" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE AFORESAID 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°12'41" E, A DISTANCE OF 40.00 FEET; THENCE S 89°47'22" E, ALONG THE SOUTH 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. (±8 per survey)

General Notes

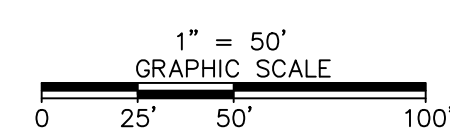
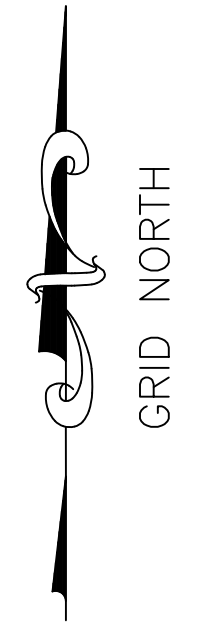
- THERE IS DIRECT ACCESS TO THE PARCEL 4 VIA ROBIE AVENUE, AND DIRECT ACCESS TO PARCEL 1 VIA US HIGHWAY 441 BOTH A PUBLIC RIGHT OF WAY.
- THE ADDRESS OF THE SITE IS 21901 US HIGHWAY 441, MOUNT DORA, FLORIDA 32757.
- THE LOCATION OF UTILITIES SHOWN ON THE SURVEY ARE FROM OBSERVED EVIDENCE OR ABOVE GROUND APPURTENANCES ONLY.
- AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- AT THE TIME OF THIS SURVEY THERE WAS NO EVIDENCE OF ANY CHANGES IN THE STREET RIGHT-OF-WAY LINES, EITHER COMPLETED OR PROPOSED.
- 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.
- AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERIES ON THE SUBJECT PROPERTY OBSERVED IN THE FIELD.
- ALL FIELD MEASUREMENTS MATCHED RECORD DIMENSIONS WITHIN THE PRECISION REQUIREMENTS OF ALTA/NSPS SPECIFICATIONS UNLESS OTHERWISE SHOWN.
- DURING THE PROCESS OF PROVIDING MATCH LINE SHEETS SOME OVERLAPPING IS UNAVOIDABLE IN ORDER TO KEEP THE SURVEY LEGIBLE.
- 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 RELATING 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.

SECTION 33 - TOWNSHIP 19 SOUTH - RANGE 27 EAST
LAKE COUNTY - FLORIDA



Legend of Symbols & Abbreviations

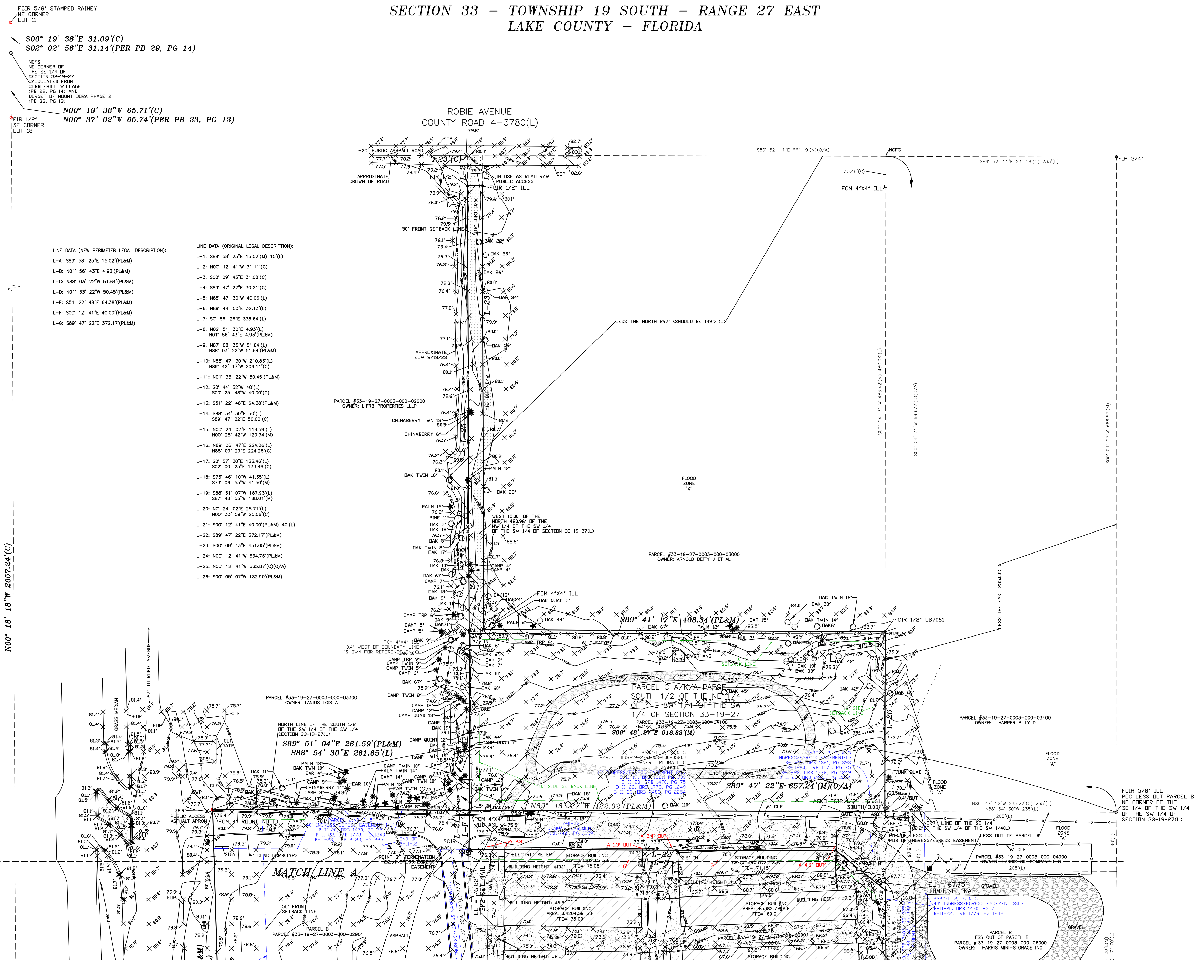
	AIR CONDITIONER		CALCULATED FIELD
	BARFLOW PREVENTER		LEGAL DESCRIPTION
	BENCHMARK		MEASURED
	BOLLARD		PL&M
	CENTER LINE		RIGHT OF WAY
	CLEANOUT		SURVEY LINE
	COVERED AREA		SURVEY POINT
	DRAINAGE MANHOLE		SURVEY LINE
	ELECTRIC BOX		SURVEY LINE
	FIRE DEPARTMENT CONNECTION		SURVEY LINE
	FIRE HYDRANT		SURVEY LINE
	GAS PUMP		SURVEY LINE
	GAS VALVE		SURVEY LINE
	GUY ANCHOR		SURVEY LINE
	GRATE INLET		SURVEY LINE
	HANDICAP PARKING		SURVEY LINE
	LIGHT POLE		SURVEY LINE
	METERED END SECTION		SURVEY LINE
	MONITORING WELL		SURVEY LINE
	PAINT MARK		SURVEY LINE
	RECLAIMED WATER METER		SURVEY LINE
	RECLAIMED WATER VALVE		SURVEY LINE
	SEWER VALVE		SURVEY LINE
	SHAMROCK MANHOLE		SURVEY LINE
	SIGN		SURVEY LINE
	SPOT ELEVATION		SURVEY LINE
	STREET LIGHT BOX		SURVEY LINE
	TELEPHONE BOX		SURVEY LINE
	TRAFFIC SIGNAL BOX		SURVEY LINE
	TRANSFORMER		SURVEY LINE
	UTILITY POLE		SURVEY LINE
	UTILITY METER		SURVEY LINE
	WATER METER		SURVEY LINE
	WATER VALVE		SURVEY LINE
	WELL		SURVEY LINE
	YARD DRAIN		SURVEY LINE
	YARD LIGHT		SURVEY LINE
	NOT TO SCALE		SURVEY LINE
	TREE LEGEND		SURVEY LINE
	OAK		SURVEY LINE
	PINE		SURVEY LINE
	OTHER/UNKNOWN		SURVEY LINE

ALTA\NSPS LAND TITLE SURVEY

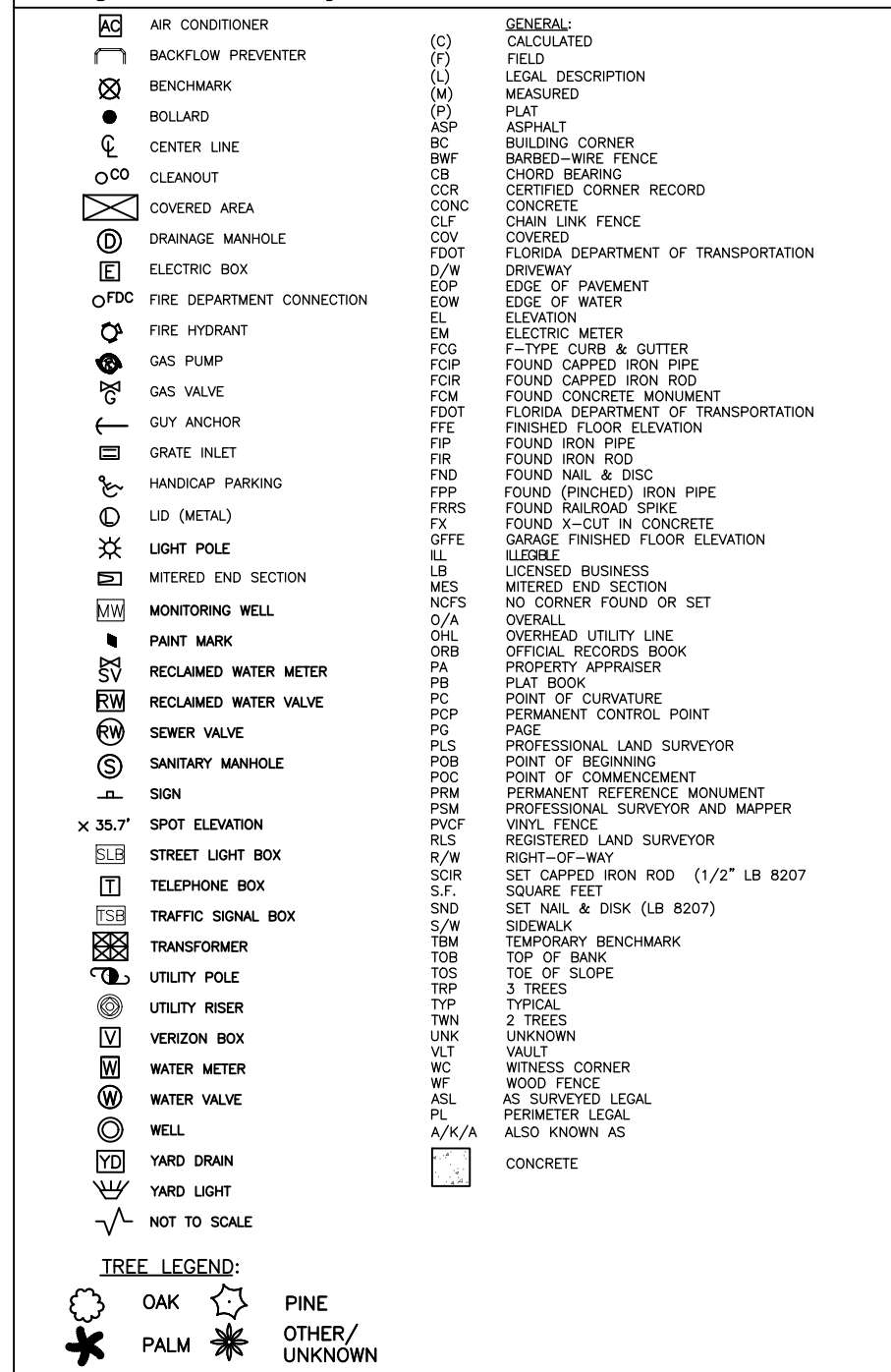
PREPARED BY:



TERMINUS SURVEYING
LLC.
2752 Jason Street
Tampa, Florida 33619
(813) 681-4481
www.TerminusSurveying.com
FrontDesk@TeamTerminus.com
COPYRIGHT 2022 BY TERMINUS SURVEYING, LLC. LICENSE BUSINESS 8207



Legend of Symbols & Abbreviations



ALTA\NSPS LAND TITLE SURVEY



TERMINUS
SURVEYING
LLC.
COPYRIGHT 2022 BY TERMINUS SURVEYING, LLC. UN

2752 Jason Street
Tampa, Florida 33619
(813) 681-4481
www.TerminusSurveying.com
ntDesk@TeamTerminus.com
ISNESS A207

February 6, 2024 City Council Regular Session Agenda Packet

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 ⓘ 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
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.](#) ⓘ
 February 6, 2024 City Council Regular Session Agenda Packet

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 ⓘ				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
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

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.

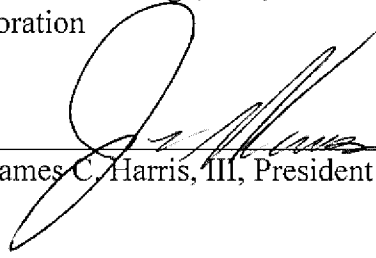
AND, subject to the Permitted Exceptions, the Grantor does hereby bind itself, and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the Grantee, its successors and assigns, against the Grantor, and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, under or through the Grantor, but not otherwise.

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:

Grantor:

Harris Mini-Storage, Inc., a Florida
corporation

By: 
James C. Harris, III, President

Print Name: Scott A. Gerken

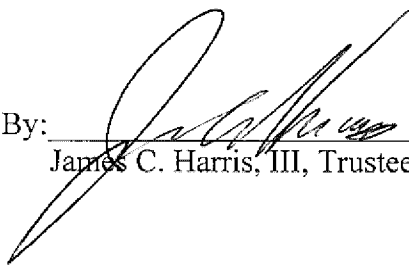
Print Name: Mary A. Ludwig

Signed, sealed, and delivered in
our presence:

James C. Harris, III Revocable Trust under
Agreement dated November 25, 1998

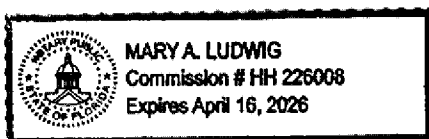
Print Name: Scott A. Gerken

Print Name: Mary A. Ludwig

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.



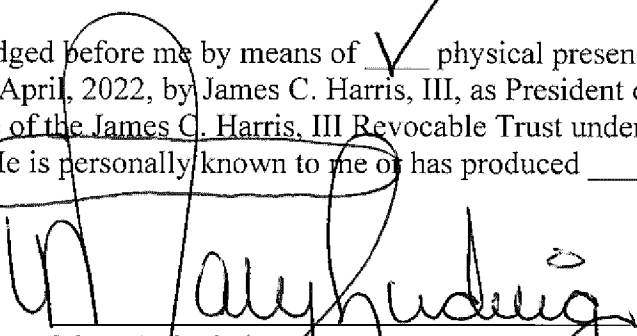

Mary A. Ludwig
Notary Public for Florida
My Commission Expires: April 16, 2026

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-WAY 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 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

ATTACHMENT #2

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 PROPOSED ENACTMENT
ORDINANCE NO. 2024-01
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2024-01. The final public hearing on the ordinance will be held on February 6, 2024, at 6:00 p.m. or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2024-01 is as follows:

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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

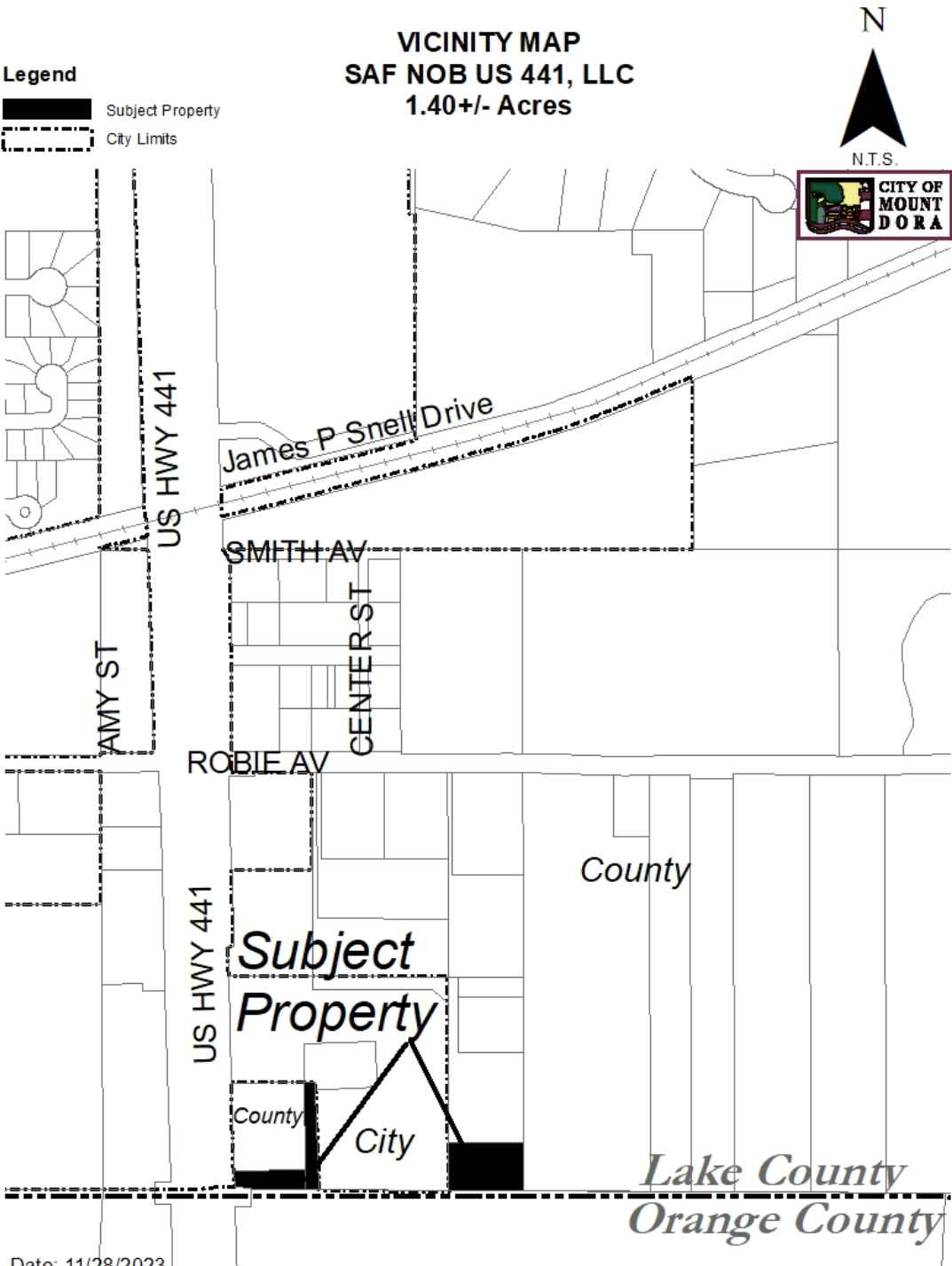
Published Legal Notice: January 26, 2024

NOTICE OF ANNEXATION
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to annex land within the area shown on the map in this advertisement. Final hearing on the voluntary annexation, Ordinance No. 2024-01, will be held on Tuesday, February 6, 2024 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

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.



Page 2 - Annexation

The proposed ordinance with complete legal description (metes and bounds) may be inspected by the public at the City Clerk's Office or the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Interested parties may appear at the above meeting and be heard with respect to the proposed ordinance.

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.

Non-Legal Dates Published Twice on:

January 19, 2024

January 26, 2024

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 Statutes, 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 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 # 33-19-27-0003-000-05900

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 88°47'30" WEST, ALONG SAID SOUTH LINE, 40.06 FEET TO A WIRE FENCE; THENCE NORTH 02°4'02" 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: **January 16, 2024**

SECOND READING: **February 6, 2024**

PASSED AND ADOPTED this 6th day of February 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

VICINITY MAP
SAF NOB US 441, LLC
1.40+/- Acres

N



N.T.S.



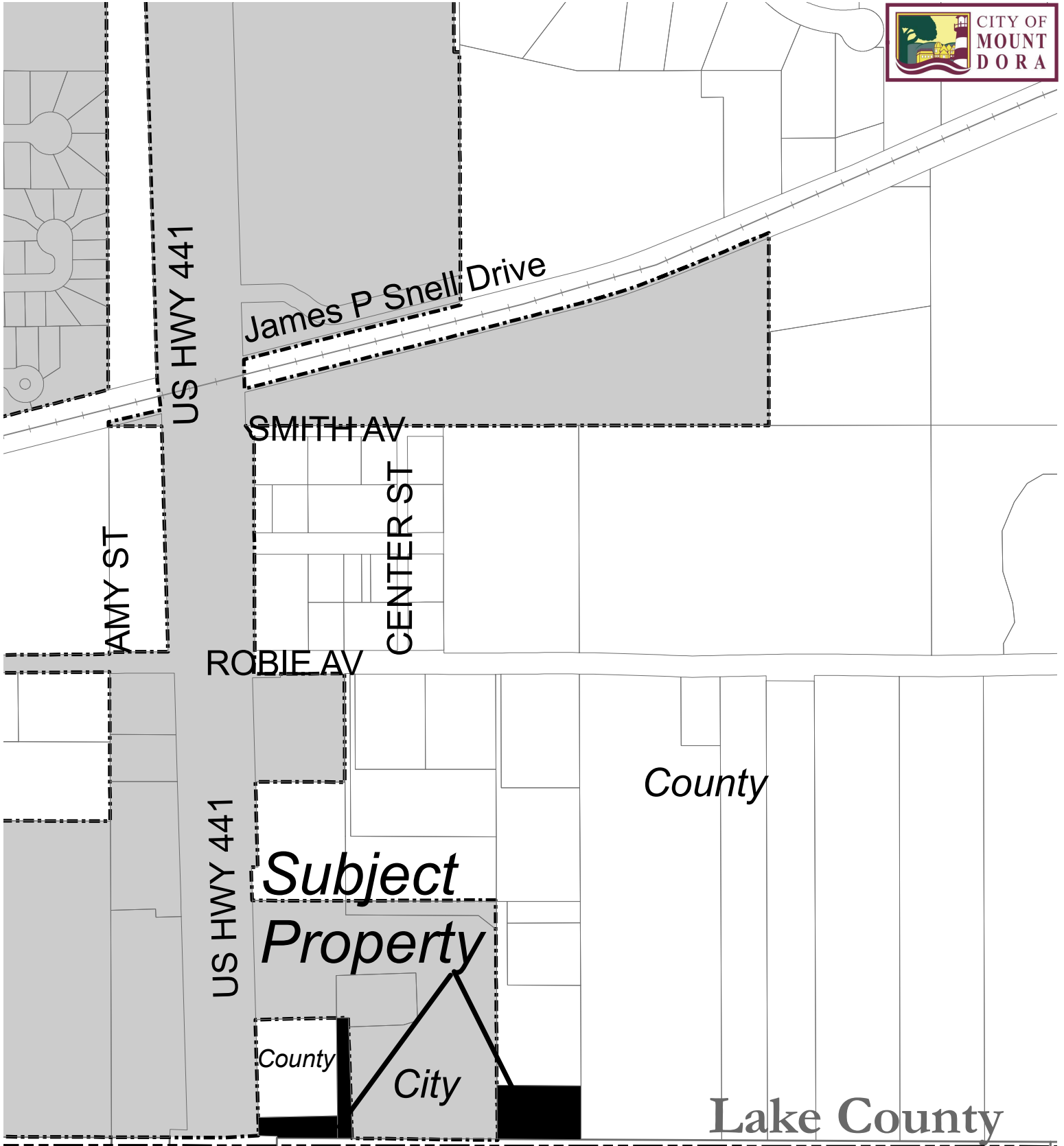
Legend



Subject Property



City Limits





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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Final Reading and Adoption 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 the final reading of Ordinance No. 2024-02.

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 City Council, at their regularly scheduled meeting held on January 16, 2024, recommended approval of the First Reading of Ordinance No. 2024-02 and held a hearing for the Second Reading and Final adoption.

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 Second Reading and Adoption of Ordinance No. 2024-02.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 PZC-LPA Staff Report
3. Attachment 3 Legal Ad Publications (FLUM Adoption)
4. Ordinance 2024-02 SAF NOB US 441 (FLUM) (Final)
5. Exhibit A Future Land Use Map Amendment

Prepared by: Vince Sandersfeld, Acting City Manager
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 1/24/2024
Approved - 1/24/2024
Final Approval - 1/24/2024

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@cityofmoundora.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 were 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 former 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 significant 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 stormwater 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)

VICINITY MAP

SAF NOB US 441, LLC

1.40+/- Acres

N



N.T.S.



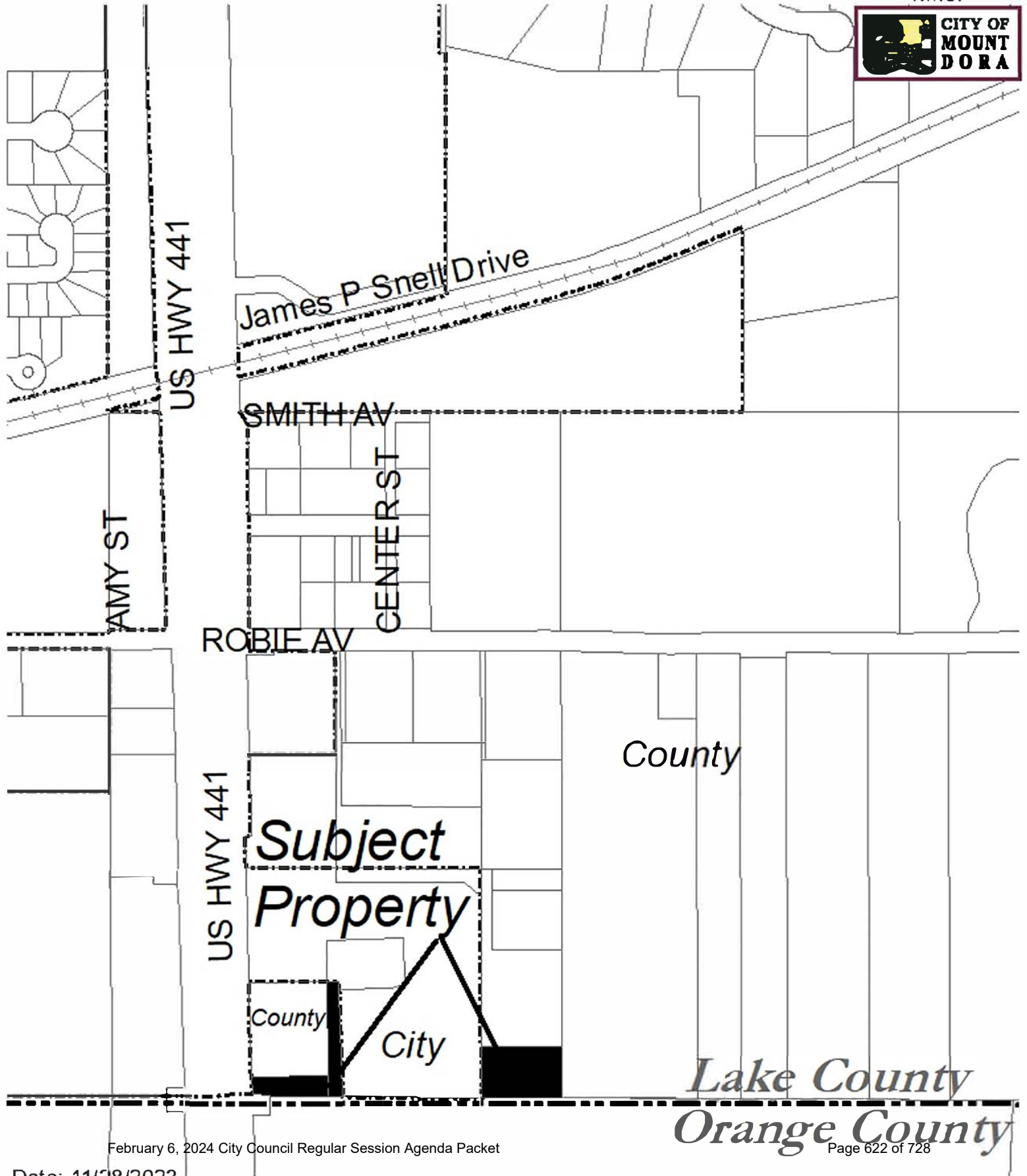
Legend



Subject Property



City Limits



Legend



Subject Property

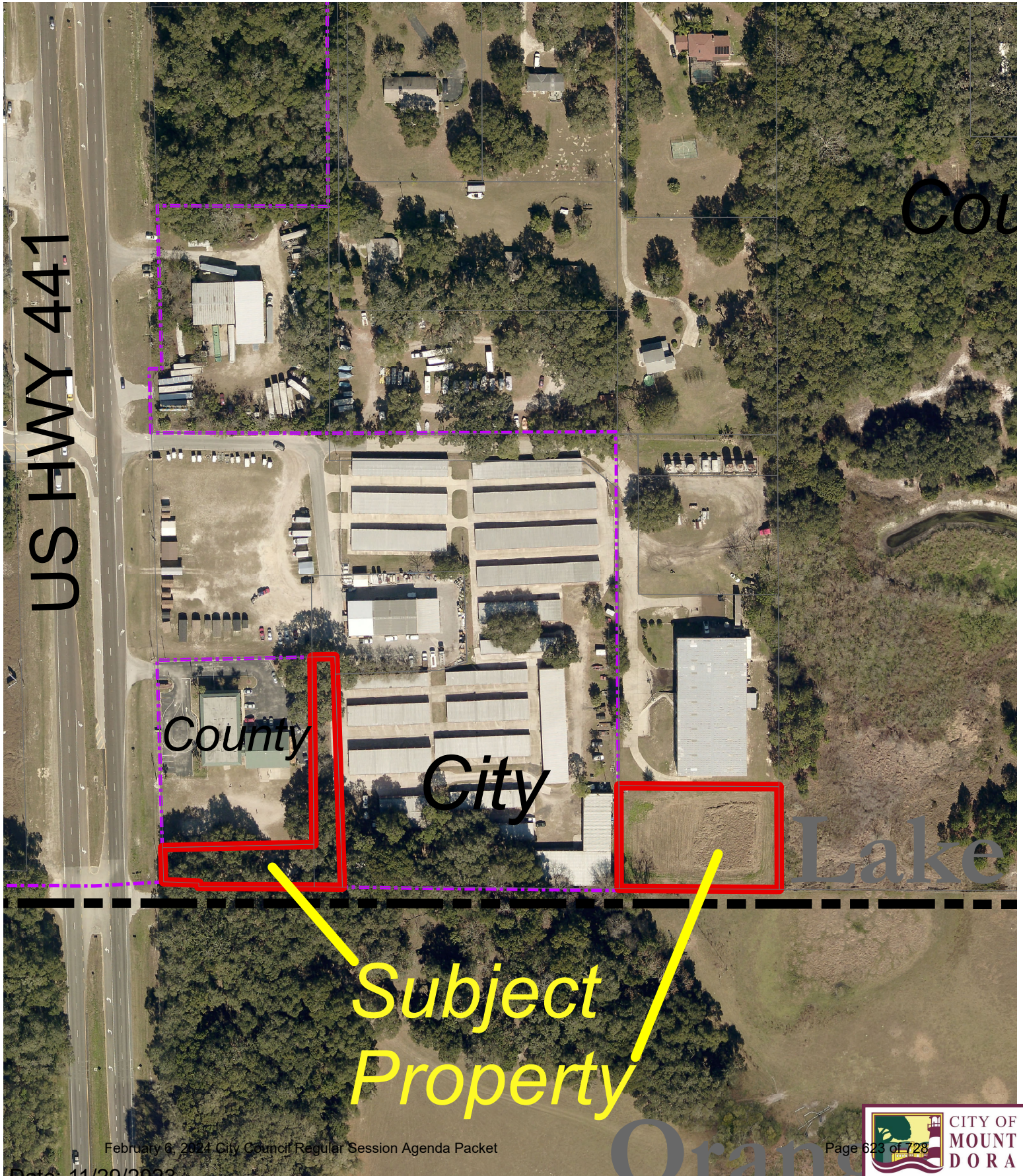


City Limits

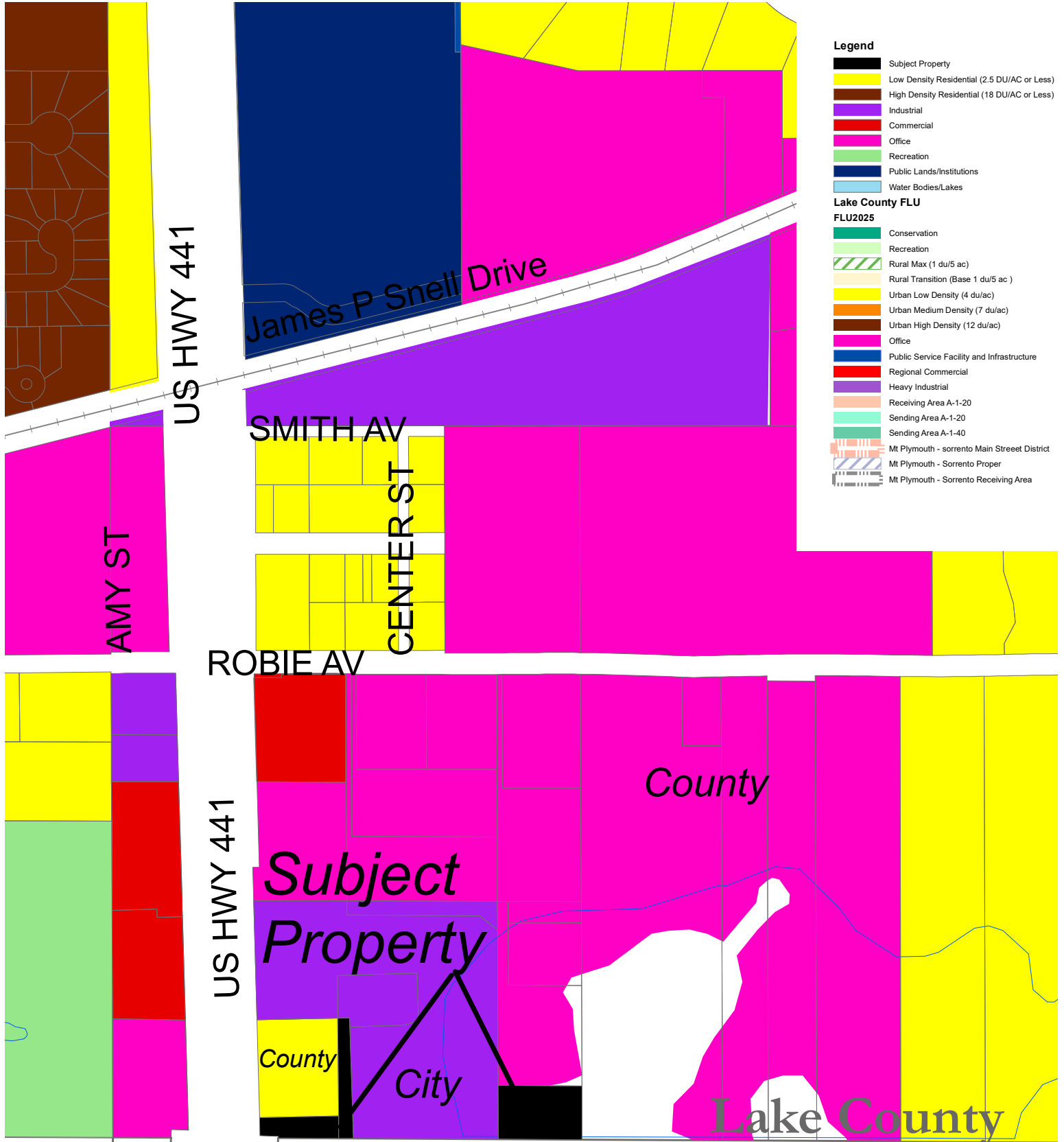
Aerial Map
SAF NOB US 441, LLC
1.40+/- Acres



N.T.S.



ATTACHMENT #2
Future Land Use Composite City-County
Map
SAF NOB US 441, LLC
1.40+/- Acres



City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

ATTACHMENT #2 FLUM Amendment City of Mount Dora (Industrial)

Exhibit "A"
Ordinance No. 2024-

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

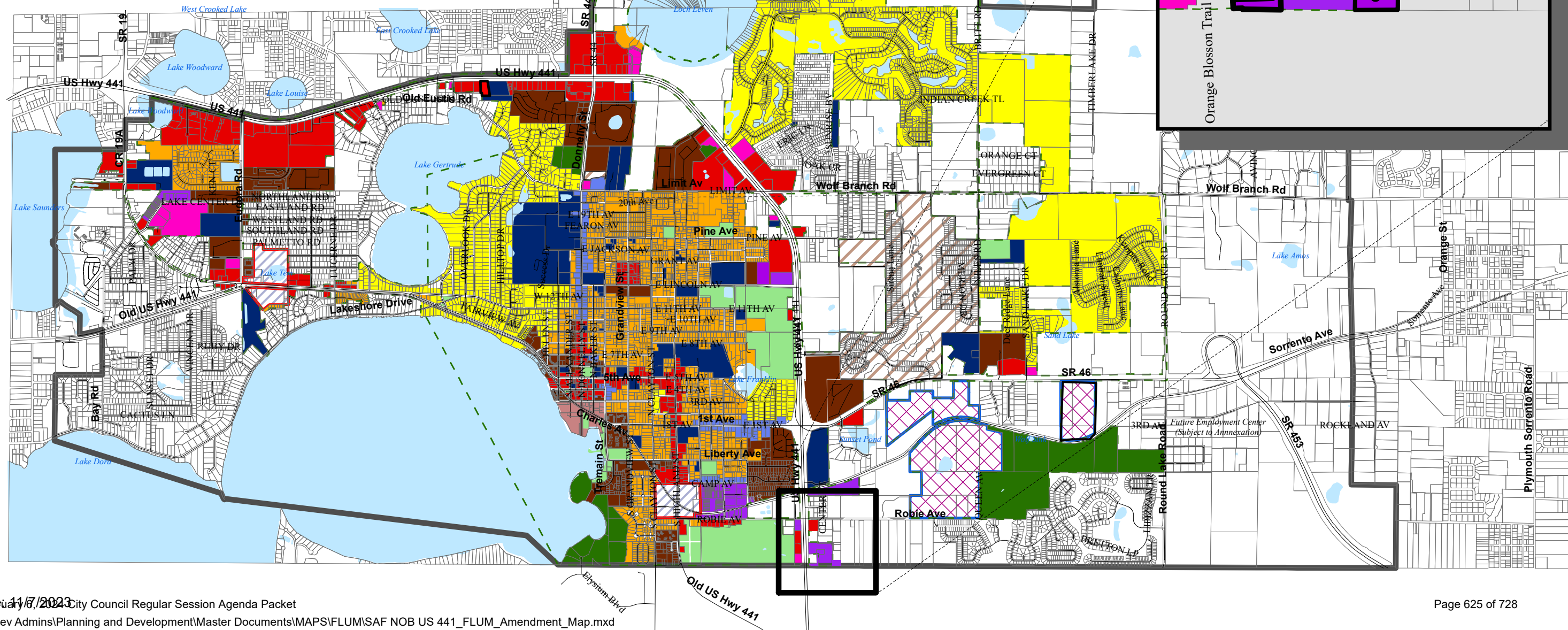
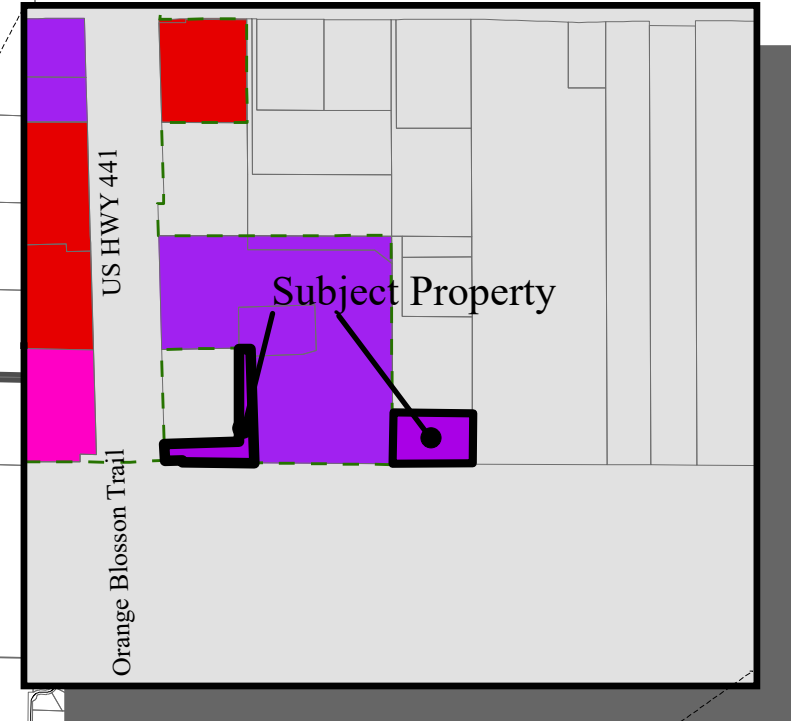
- City Limits
- JPA
- Rail Road



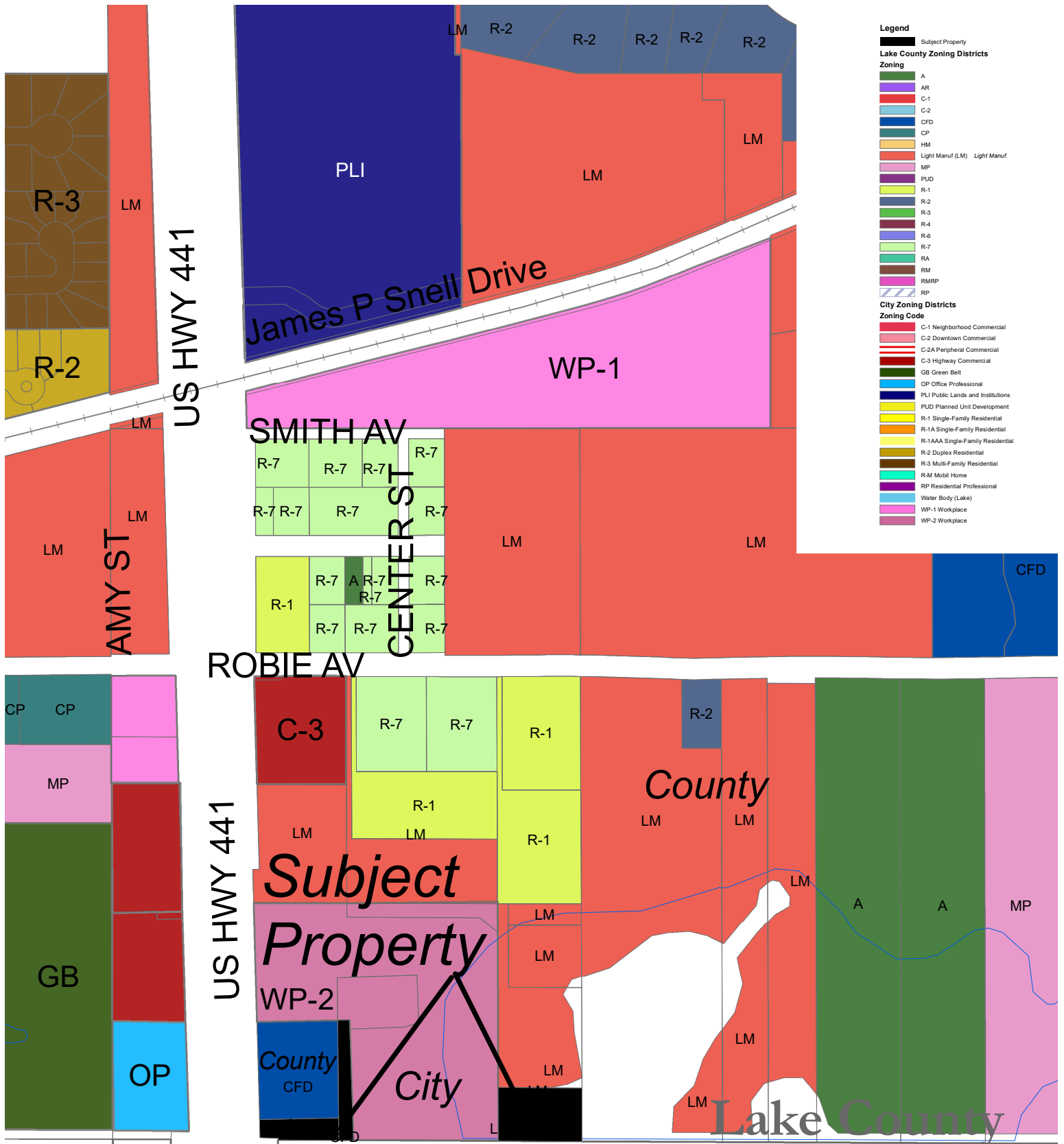
0 1,400 2,800 Feet

Map II-2a

Small-Scale FLUM Amendment



ATTACHMENT #2
Zoning Composite City-County
Map
SAF NOB US 441, LLC
1.40+/- Acres



- Legend**
- Subject Property**
- Lake County Zoning Districts**
- Zoning**
- A
 - AR
 - C-1
 - C-2
 - CFD
 - CP
 - HM
 - Light Manuf (LM) Light Manuf.
 - MP
 - PUD
 - R-1
 - R-2
 - R-3
 - R-4
 - R-6
 - R-7
 - RA
 - RM
 - RMRP
 - RP
- City Zoning Districts**
- Zoning Code**
- C-1 Neighborhood Commercial
 - C-2 Downtown Commercial
 - C-2A Peripheral Commercial
 - C-3 Highway Commercial
 - GB Green Belt
 - OP Office Professional
 - PLI Public Lands and Institutions
 - PUD Planned Unit Development
 - R-1 Single-Family Residential
 - R-1A Single-Family Residential
 - R-1AAA Single-Family Residential
 - R-2 Duplex Residential
 - R-3 Multi-Family Residential
 - R-M Mobil Home
 - RP Residential Professional
 - Water Body (Lake)
 - WP-1 Workplace
 - WP-2 Workplace

National Flood Hazard Layer FIRMette

ATTACHMENT #2



81°37'38"W 28°47'26"N



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
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



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.

February 6, 2024 City Council Regular Session Agenda Packet
0 250 500 1,000 1,500 2,000 Feet

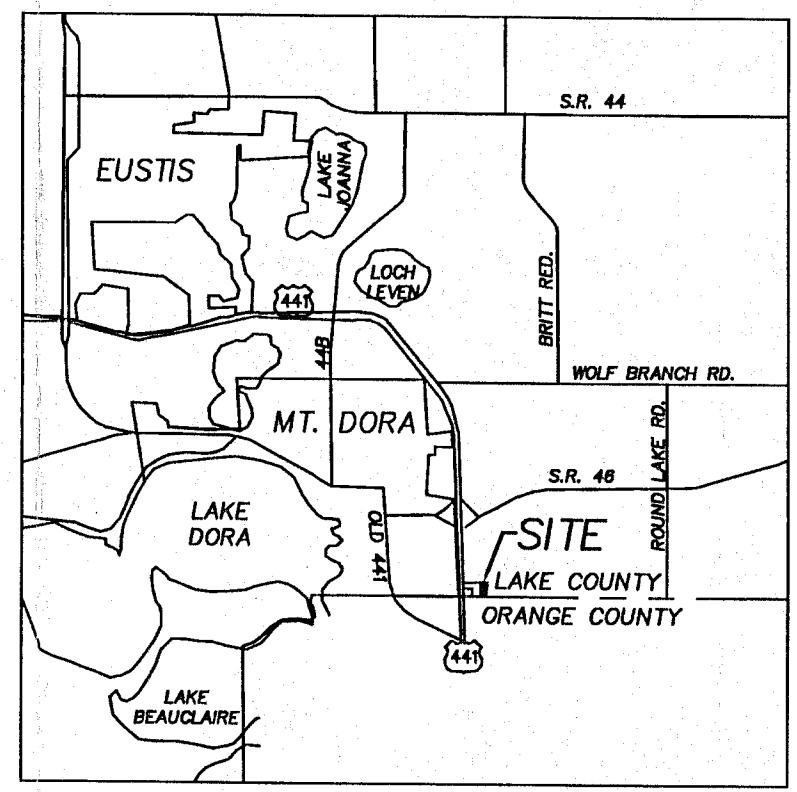
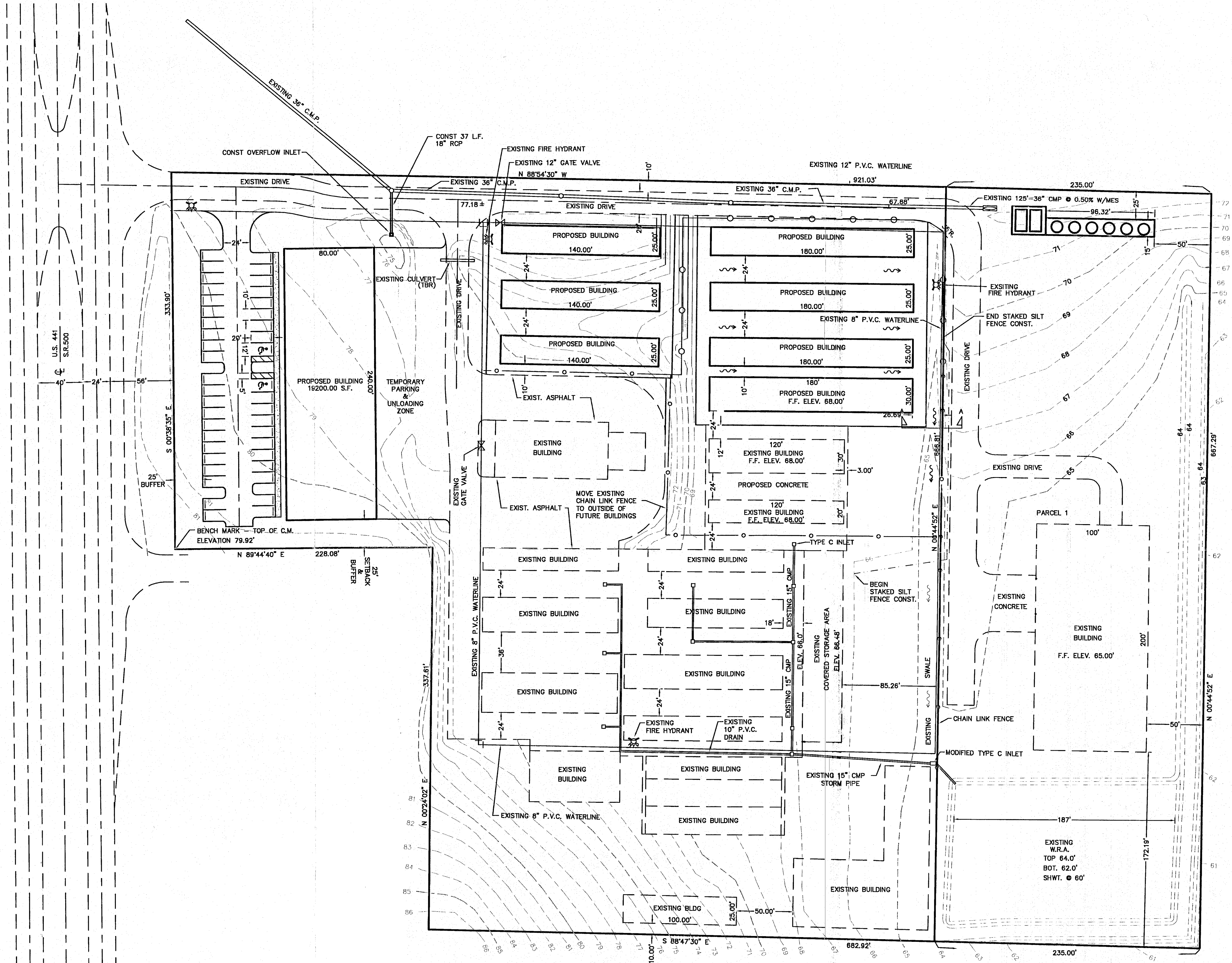
1:6,000

Basemap Imagery Source: USGS National Map 2023

81°37'1"W 28°46'55"N

Page 627 of 68

PLANNING STAFF NOTE: INFORMATIONAL DRAWING (SITE HISTORY)



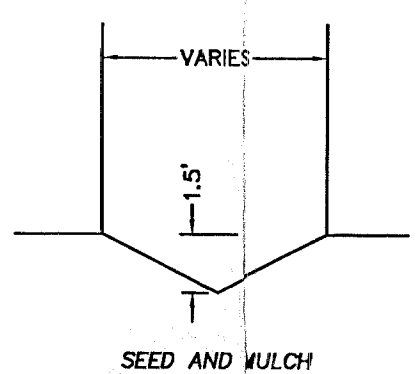
LOCATION MAP
N.T.S.

DESCRIPTION:

PARCEL 1:
THE EAST 235.00 FEET OF THE SOUTHWEST 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-WAREHOUSE 10,800 S.F.
7. PROPOSED BUILDING - 19,200 S.F.
8. ZONING M-2
9. PAVING 1" TYPE III ASPHALT
6" LIME ROCK 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



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 seeded as specified in the approved construction plans.

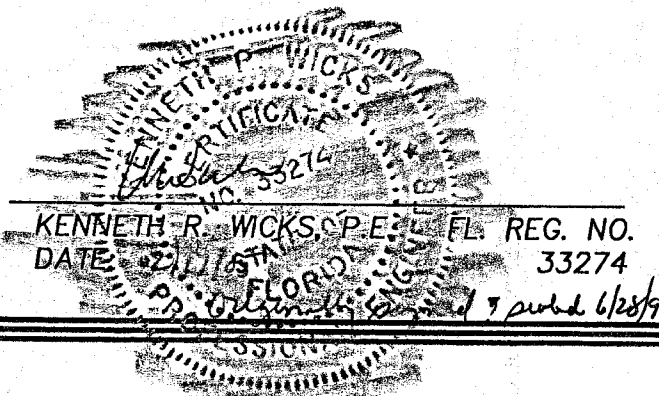
ROUTINE MAINTENANCE -- STORMWATER

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.



WICKS CONSULTING SERVICES, INC.
2501 342-8887 225 West Main Street, Tallahassee, Florida 32309
Civil, Mechanical, Electrical, and Structural Engineering
Certificate of Authorization # 00004571

JAMES C. HARRIS JR.
P.O. BOX 987
MT. DORA, FLORIDA 32757
(352) 338-2322

JAMES C. HARRIS JR.
SITE PLAN

Drawn: tir	REVISION:	DATE:
Checked: tw	BLDG	6-26-92
Date: 5-31-90		
Scale: 1"=50'		
File No.: 05/09-01		
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@cityofmoundora.com

**FUTURE LAND USE MAP
AMENDMENT SMALL-SCALE
(50 ACRES OR LESS) APPLICATION**

Date: 11/01/2023 Project Name: My Place Mt Dora Expansion1. Applicant's Name: Kyle HoyCompany's Name: Farmer DevelopmentAddress: 124 N Grand AveCity, State & Zip: Fowlerville MI 48636Phone: 810-844-1544 E-mail: Khoy@farmerdevelopment.com2. Owner's Name: SAF NOR US 441 LLCCompany's Name: MyPlace Self StorageAddress: 9718 Chestnut Ridge DrCity, State & Zip: Windermere FL 34786Phone: 321-399-0254 E-mail: KClary@myplace-selfstorage.com3. The property generally located and list adjacent streets: Robie Ave & Stonybrook Hills Pkwy4. The address(s) of the property: 21901 Hwy 441 Mt Dora FL 327575. Size of property in Acres: 1.4 Square Feet: 60,9246. Current Zoning District: outside of city limits, orange County7. Requested Zoning District: WP-2
(Separate application required for change in zoning district)8. Future Land Use Category: Outside of city limits9. Requested Future Land Use Category: Industrial

ATTACHMENT #2

Vacant Commercial land11. 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	WPI	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 land14. Proposed use of property: Vacant Commercial land

15. List the specific Comprehensive Plan Policy that allows proposed use: _____

Future Land Use 4C16. State the reason for this request: Land is needed to meet requirementsfor FAR/ISR for future expansion project17. Describe changed condition justifying the amendment: site expansion willrequire 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 toinvest 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 zonedindustrial.

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: ATTACHMENT #2
land to remain untouched and should not have
any impact

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: Appropriate amendment would allow us to seek

Site plan approval on our current application to the go straight
into development.

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Farmer 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.

Kyle Hay
Signature of Applicant

Kyle Hay
Print or Type Name

STATE OF ~~FLORIDA~~ MZ
COUNTY OF ~~LAKE~~ LIVINGSTON
CITY OF ~~MOUNT DORA~~

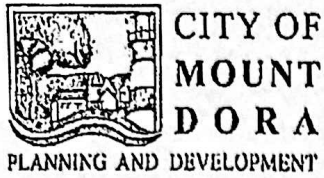
The foregoing instrument was acknowledged before me this 6th day of NOVEMBER 2023 by Kyle Hay who is personally known to me or who has produced _____ as identification and who did _____ or did not _____ take an oath.

SEAL:



Adrienne O'Doherty
Notary Public

Adrienne O'Doherty
Print or Type Name



Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
PlanDev@cityofmoundora.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) Former Development, Dave Braedley, Kyle Han 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.

KURT OBRIEN
Printed Name of Property Owner

[Signature]
Signature of Property Owner

11/6/23
Date

Printed Name of Property Owner

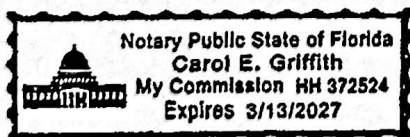
Signature of Property Owner

Date

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 OBrien.

Personally known OR Produced Identification
Type of Identification Produced: _____

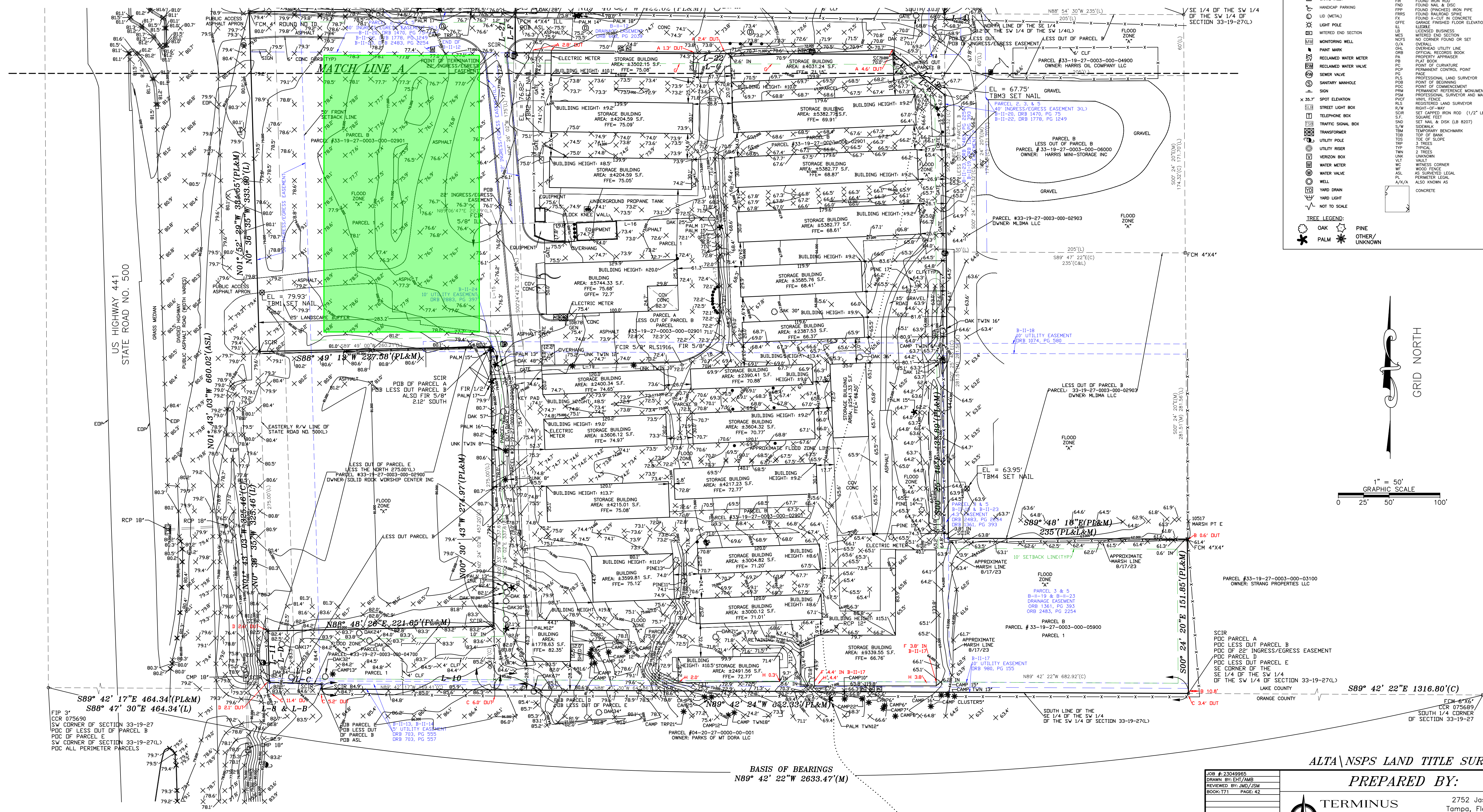


Carol E Griffith
Notary Signature

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

AIR CONDITIONER BACKFLOW PREVENTER BENCHMARK BOLLARD CENTER LINE CURB/DRIVEWAY EXCAVATED AREA DRAINAGE MANHOLE ELECTRIC BOX FIRE PROTECTION CONNECTION FIRE HYDRANT GAS MAIN GAS VALVE GAS ANCHOR GRATE INLET HANDICAP PARKING LOT (METAL) LIGHT POLE MISCELLANEOUS SECTION MANHOLE/ WELL PAINT MARK RECLAIMED WATER METER RECLAIMED WATER VALVE SEWER VALVE SEWER MANHOLE SEWER MANHOLE COVER SIGNAL POLE STREET LIGHT POLE TELEPHONE BOX TRAFFIC SIGNAL BOX TRANSFORMER UTILITY POLE UTILITY PACKER VERIZON BOX WATER METER WATER VALVE WELL WOOD DRAIN YARD SIGN NOT TO SCALE	GENERAL CALCULATED FIELD LEGAL DESCRIPTION MUGSHOT PLAT ASPHALT BARBED WIRE FENCE CHAIN BEARING CEMENTED CORNER RECORD CURB CULVERT CONCAVE CROWN LINE CONVEYANCE DEPARTMENT OF TRANSPORTATION DITCH E/W ELEVATION OF WATER ELECTRIC METER F-TYPE CURVE & OFFSET FOUND BORED HOLE PIPE FOUND CAST IRON PIPE FOUND CAST IRON MANHOLE FOUND FLORIDA DEPARTMENT OF TRANSPORTATION FOUND FRICTION LOSS PIPE FOUND FRP FOUND IRON BOX FOUND IRON H & S FOUND FINISHED BOX PIPE FOUND RAILROAD PIPE FOUND A/C IN CONCRETE FOUND FRICTION LOSS PIPE LUBRICANT METERS SURVEYED MISCELLANEOUS SECTION LINE O/A OVERHEAD UTILITY OR SET OVERHEAD OVERHEAD UTILITY OR SET OVERHEAD PROPERTY APPRAISER PA PC PERMANENT CONTROL POINT PSP PROFESSIONAL LAND SURVEYOR POB POINT OF BEGINNING POINT OF COMMENCEMENT PROFESSIONAL SURVEYOR AND MAPPER PSM REGISTERED LAND SURVEYOR RIGHT-OF-WAY SCR SQUARE FEET SND S/N & DSK (B 8207) SIGNAL TIMING BENCHMARK TOP OF BANK TOP OF SLOPE TSP 3 TIES TYPICAL TSP 2 TIES UNDRAWN VLT WITNESS CORNER W/PT AS SURVEYED LEGAL PENETRATION LINE A/K/A CONCRETE
--	---

TREE LEGEND:

OAK
 PALM

PINE
 OTHER/UNKNOWN

GRID NORTH

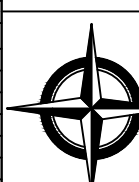
1" = 50'
GRAPHIC SCALE



A horizontal scale bar with tick marks at 0, 25', 50', and 100 feet. The bar is divided into four equal segments, each representing 25 feet.

ALTA\NSPS LAND TITLE SURVEY

PREPARED BY:



TERMINUS
SURVEYING
LLC.

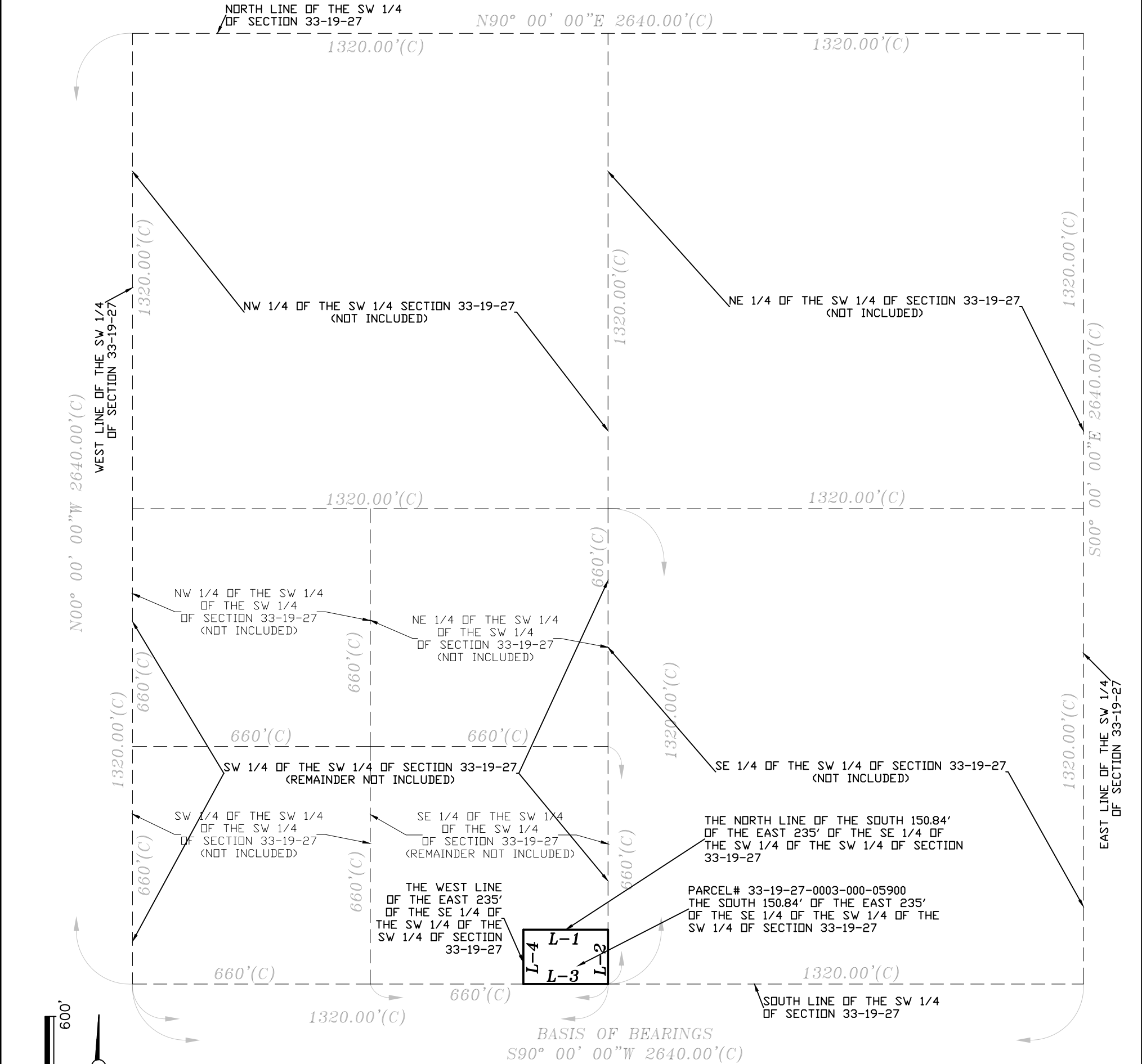
2752 Jason Street
Tampa, Florida 33619
(813) 681-4481
www.TerminusSurveying.com
mailto:Sales@TeamTerminus.com
SINISS 8207

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.

GENERAL NOTES:

- THIS IS NOT A "BOUNDARY SURVEY".
- 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.
- 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.
- 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.
- 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.
- NO IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
- THIS SKETCH DOES NOT DEPICT OWNERSHIP.
- ALL MEASUREMENTS ARE IN FEET AND TENTHS, UNLESS OTHERWISE NOTED.

LEGEND (NOT TO SCALE)		
(C) CALCULATED FIELD LEGAL DESCRIPTION MEASURED PLAT ASPHALT BUILDING CORNER BARBED-WIRE FENCE CHORD BEARING CERTIFIED CORNER RECORD CHAIN LINK FENCE CONCRETE COVERED DRIVEWAY ELEVATION EDGE OF PAVEMENT EDGE OF WATER F-TYPE CURB & GUTTER FOUND CAPPED IRON PIPE	FOIR FOUND CAPPED IRON ROD FOM FOUND CONCRETE MONUMENT FFE FINISHED FLOOR ELEVATION FIP FOUND IRON PIPE FIR FIND IRON ROD FND FOUND NAIL & DISC FFP FOUND (FINCHED) 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 NCFIS NO CORNER FOUND OR SET O/A OVERALL ORB OFFICIAL RECORDS BOOK OHL OVERHEAD UTILITY LINE	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 SOR SET CAPPED IRON ROD (1/2" LB 8207) SND SET NAIL & DISK (LB 8207) S/W SIDEWALK

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	
-	
Page 634 of 728	
-	

TERMINUS SURVEYING

SECTION 33 – TOWNSHIP 19 SOUTH – RANGE 27 EAST
LAKE COUNTY – FLORIDA

LEGAL DESCRIPTION SKETCH

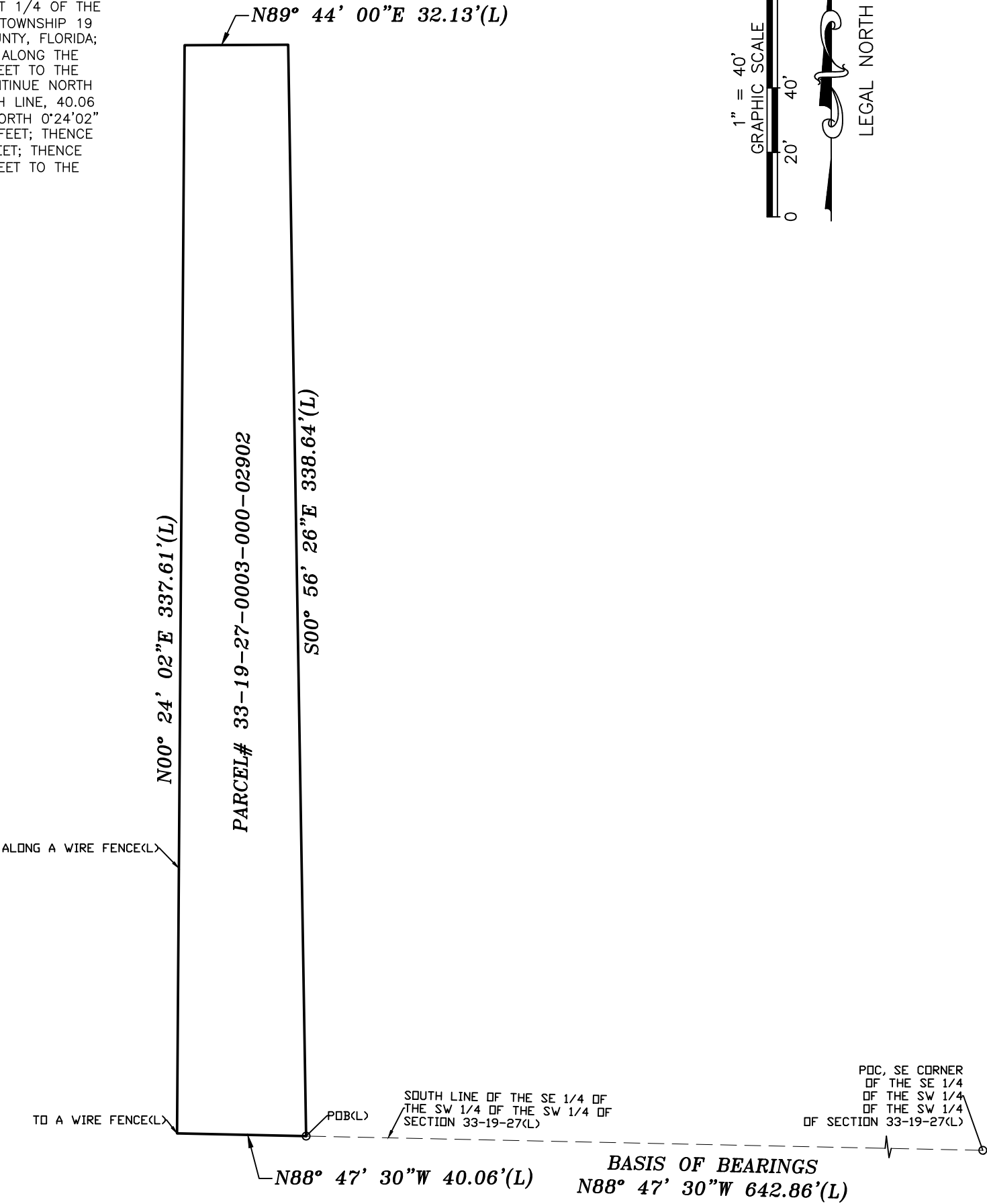
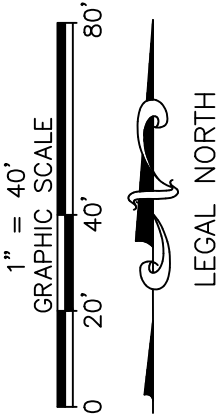
ADDRESS:

NO PHYSICAL ADDRESS
PARCEL# 33-19-27-0003-000-02902
US 441, MOUNT DORA, FLORIDA 32752

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:
(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.



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.

LEGEND (NOT TO SCALE)

(C) CALCULATED	FOR FOUND CAPPED IRON ROD	PB PLAT BOOK
FIELD	FOM FOUND CONCRETE MONUMENT	PC POINT OF CURVATURE
LEGAL DESCRIPTION	FFE FINISHED FLOOR ELEVATION	POP PERMANENT CONTROL POINT
MEASURED	FIP FOUND IRON PIPE	PG PAGE
PLAT	FIR FIND IRON ROD	PLS PROFESSIONAL LAND SURVEYOR
ASPH	FND FOUND NAIL & DISC	POB POINT OF BEGINNING
BC BUILDING CORNER	FFP FOUND (FINCHED) IRON PIPE	POC POINT OF COMMENCEMENT
BWF BARBED-WIRE FENCE	FRRS FOUND RAILROAD SPIKE	PRM PERMANENT REFERENCE
CB CHORD BEARING	FX FOUND X-CUT IN CONCRETE	MONUMENT
COR CERTIFIED CORNER RECORD	GFFE GARAGE FINISHED FLOOR ELEVATION	PSM PROFESSIONAL SURVEYOR AND MAPPER
CUT CHAIN LINK FENCE		
CONC CONCRETE	ILL ILLEGIBLE	PVCF VINYL FENCE
COV COVERED	LB LICENSED BUSINESS	RLS REGISTERED LAND SURVEYOR
D/W DRIVEWAY	MES MITERED END SECTION	R/W RIGHT-OF-WAY
ELEV ELEVATION	NCFS NO CORNER FOUND OR SET	SOR SET CAPPED IRON ROD (1/2" LB 8207)
EP EDGE OF PAVEMENT	O/A OVERALL	SND SET NAIL & DISK (LB 8207)
EW EDGE OF WATER	ORB OFFICIAL RECORDS BOOK	S/W SIDEWALK
F-TYPE CURB & GUTTER	OHL OVER-HEAD UTILITY LINE	
FO FOUND CAPPED IRON PIPE		

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

-
Page 635 of 728

TERMINUS SURVEYING

LEGAL DESCRIPTION SKETCH

BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 33-19-27. SAID LINE
BEARS S88° 47' 30"E, PER LEGAL.

ADDRESS:

NO PHYSICAL ADDRESS

PARCEL# 33-19-27-0003-000-04700
US 441, MOUNT DORA, FLORIDA 32752

LEGAL DESCRIPTION:
(ORB 4211, PG 2299)

LINE DATA:

L-1: N88° 47' 30"W 40.06'(L)

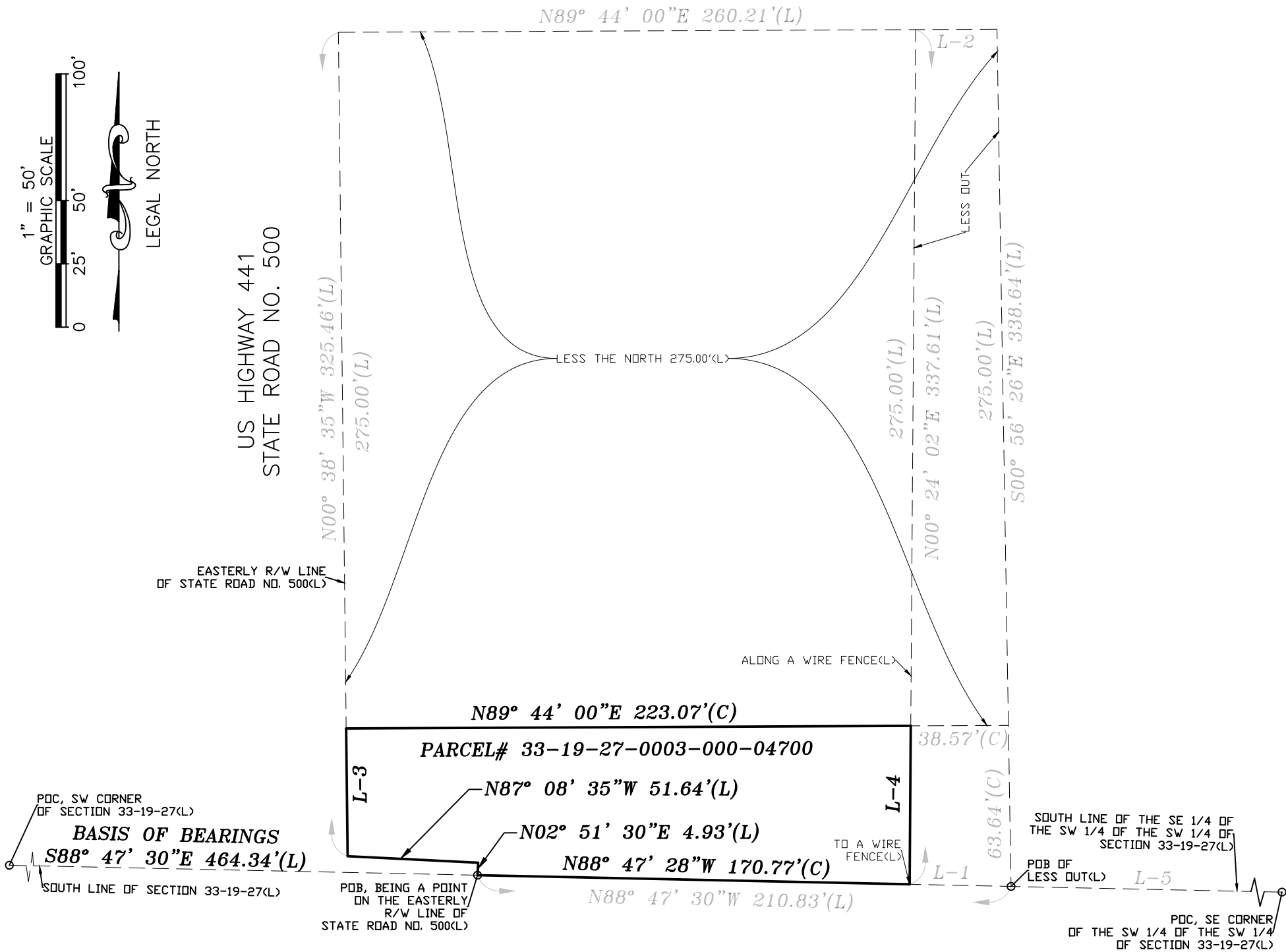
L-2: N89° 44' 00"E 32.13'(L)

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)

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.



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.

LEGEND (NOT TO SCALE)		
(C) CALCULATED	FOR FOUND CAPPED IRON ROD	PB PLAT BOOK
(F) FIELD	FCM FOUND CONCRETE MONUMENT	PC POINT OF CURVATURE
(M) LEGAL DESCRIPTION	FPE 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
ASB ASPHALT	FND FOUND NAIL & DISC	POB POINT OF BEGINNING
BC BUILDING CORNER	FPP FOUND (PINCHED) IRON PIPE	POC POINT OF COMMENCEMENT
BMF BARBED-WIRE FENCE	FRRS FOUND RAILROAD SPIKE	PRM PERMANENT REFERENCE
CB CHORD BEARING	FX FOUND X-OUT IN CONCRETE	MONUMENT
CCR CERTIFIED CORNER RECORD	GFFE GARAGE FINISHED FLOOR ELEVATION	PSM PROFESSIONAL SURVEYOR AND MAPPER
CLF CHAIN LINK FENCE		
CONC CONCRETE	ILL ILLEGIBLE	PVCF VINYL FENCE
COV COVERED	LB LICENSED BUSINESS	R/S REGISTERED LAND SURVEYOR
D/W DRIVEWAY	MES MIXED END SECTION	R/W RIGHT-OF-WAY
EL ELEVATION	NCFS NO CORNER FOUND OR SET	SCR SET CAPPED IRON ROD (1/2" LB 8207)
EOP EDGE OF PAVEMENT	O/A OVERALL	SND SET NAIL & DISK (LB 8207)
EWV E-EDGE OF WATER	ORB OFFICIAL RECORDS BOOK	S/W SIDEWALK
FGG F-TYPE GUTB & GUTTER	CHL OVERHEAD UTILITY LINE	
FOIP FOUND CAPPED IRON PIPE		

CERTIFIED TO: - FARMER DEVELOPMENT INC		JOB INFORMATION: DRAFTER: EHT DRAWING DATE: 11/21/2023 CHECKED BY: JSM	
 TERMINUS SURVEYING LLC. 2752 JASON STREET TAMPA, FLORIDA 33619 (813) 681-4481 www.TerminusSurveying.com FrontDesk@TeamTerminus.com		JOB# 23050443 REVISIONS - - Page 636 of 726 -	
COPYRIGHT 2023 BY TERMINUS SURVEYING, LLC CERTIFICATE OF AUTHORIZATION: LB #8207			

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 ⓘ 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
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.](#) ⓘ
 February 6, 2024 City Council Regular Session Agenda Packet

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 ⓘ				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
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

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.

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:

Grantor:

Harris Mini-Storage, Inc., a Florida
corporation

By: _____

James C. Harris, III, President

Print Name: Scott A. Gerten

Print Name: Mary A. Ludwig

Signed, sealed, and delivered in
our presence:

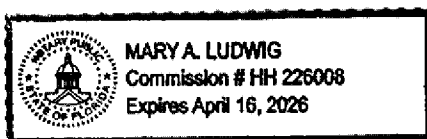
James C. Harris, III Revocable Trust under
Agreement dated November 25, 1998

Print Name: Scott A. Gerten

Print Name: Mary A. Ludwig

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
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-WAY 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 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

ATTACHMENT #2

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 PROPOSED ENACTMENT
ORDINANCE NO. 2024-02
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2024-02. The final public hearing on the ordinance will be held on Tuesday, February 6, 2024 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2024-02 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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: January 26, 2024

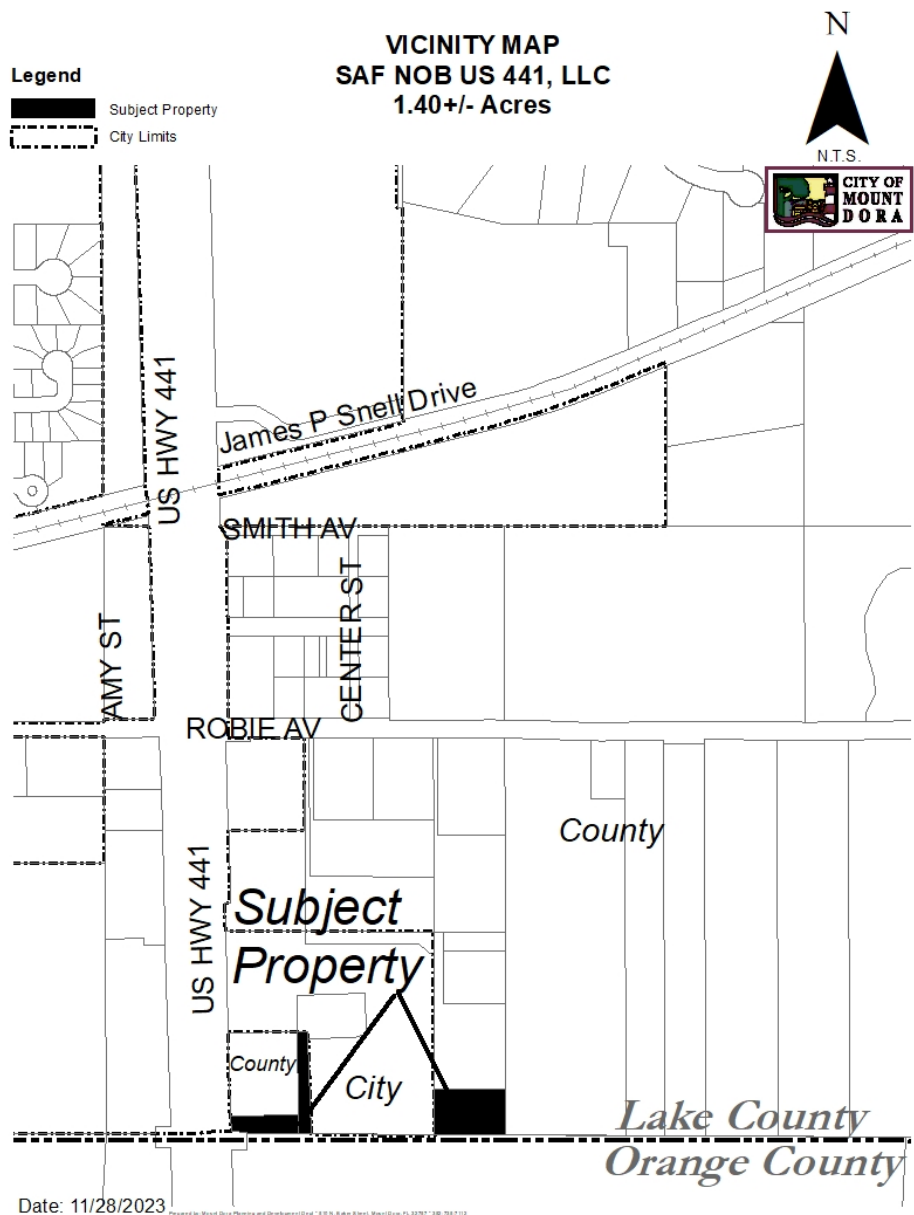
**NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 2024-02
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the 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 Council of the City of Mount Dora, Florida will conduct a final public hearing to consider the adoption of Ordinance No. 2024-02 on **Tuesday, February 6, 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@cityofmoundora.com**.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: January 26, 2024

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 88°47'30" 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: January 16, 2024

SECOND READING: February 6, 2024

PASSED AND ADOPTED this 6th day of February, 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.

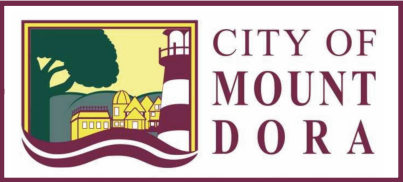
Patrick Brackins, City Attorney

EXHIBIT “A”
Future Land Use Map Amendment

City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

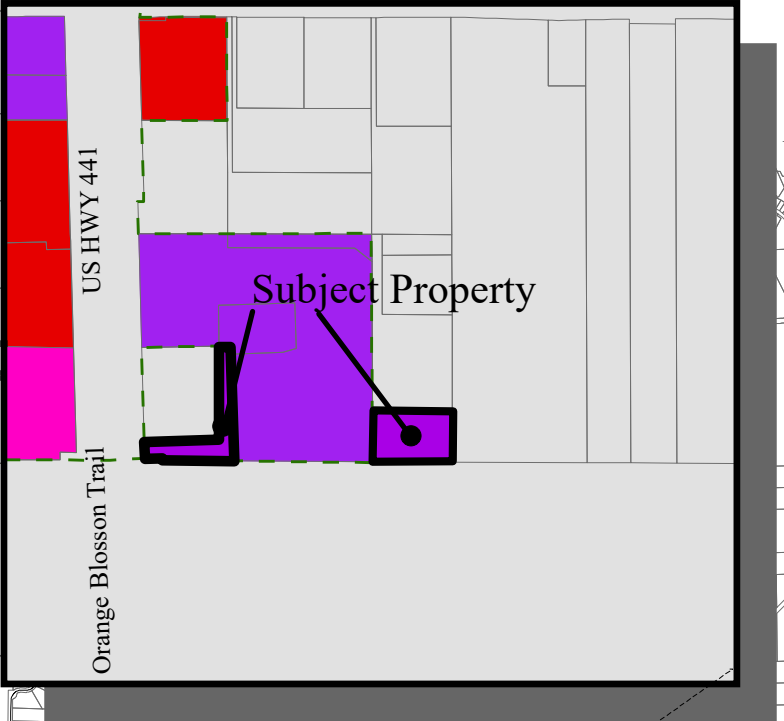
FLUM Amendment City of Mount Dora (Industrial)



0 1,400 2,800 Feet

Map II-2a

Small-Scale FLUM Amendment

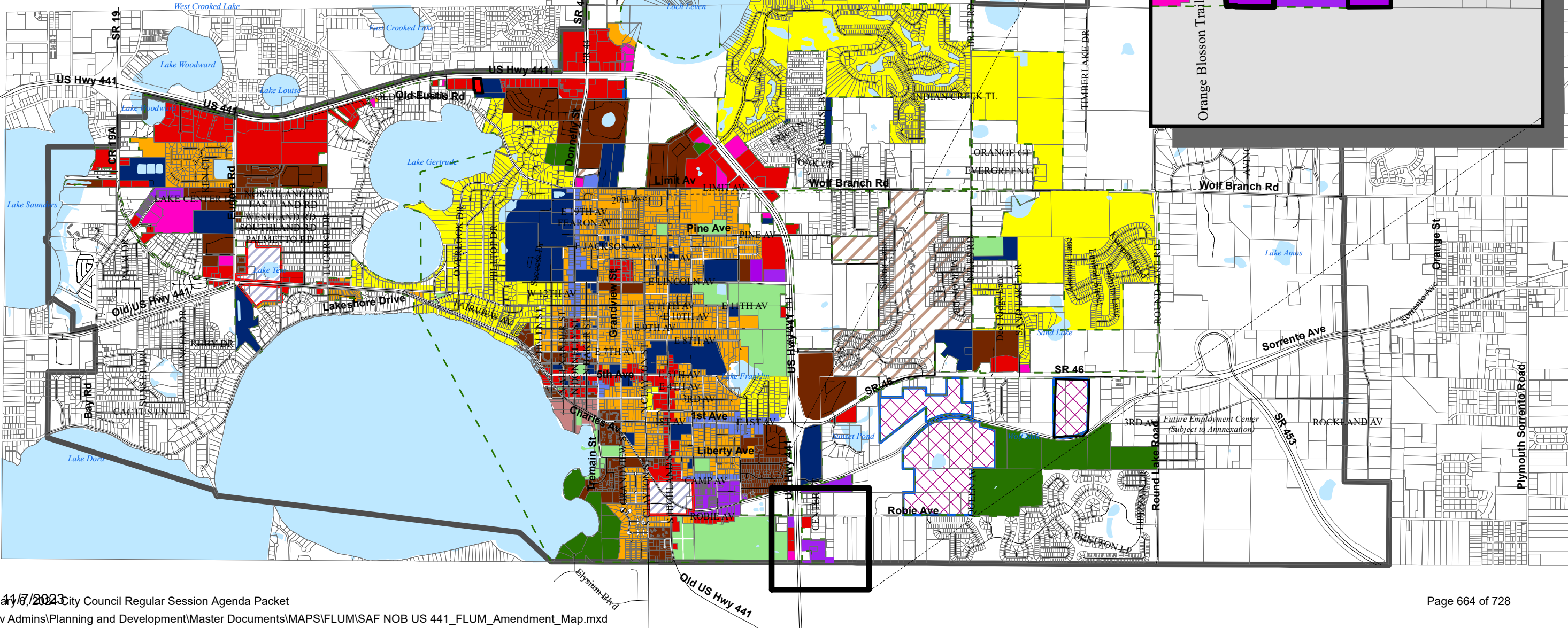


LEGEND:

- 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





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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Final Reading and Adoption 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 final reading of Ordinance No. 2024-03.

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*). Legal advertisements for public hearings are included in Attachment #3. 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 to the north. The Harris Oli previously sold the existing facilities and lands in May 2022. The sequence of events leading to the presentation to the City Council are as follows:

The City Council, at their regularly scheduled meeting held on January 16, 2024, recommended approval of the First Reading of Ordinance No. 2024-03 and held a hearing for the Second Reading and Final adoption.

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 Second Reading and Adoption of Ordinance No. 2024-03.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 PZC Memo Dated December 20, 2023
3. Attachment 3 Legal Ad Publication (Rezoning Adoption)
4. Ordinance 2024-03 Rezoning (WP-2) SAF NOB US 441 (Final)
5. Exhibit A Property Depiction Rezoning (Map)

Prepared by: Vince Sandersfeld, Acting City Manager
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 1/25/2024
Approved - 1/25/2024
Final Approval - 1/26/2024

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@cityofmoundora.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 were sold from Harris property owner to SAF NOB US 441, LLC in April 2022. The property contains 1.40 acres.

The applicant has indicated that 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. 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

ATTACHMENT #2

Planning and Zoning Commission Meeting – December 20, 2023

SAF NOB US 441 LLC – RZ23-04

Page 4 of 4

ATTACHMENTS:

Vicinity Map

Aerial Map

Future Land Use Composite City-County Map

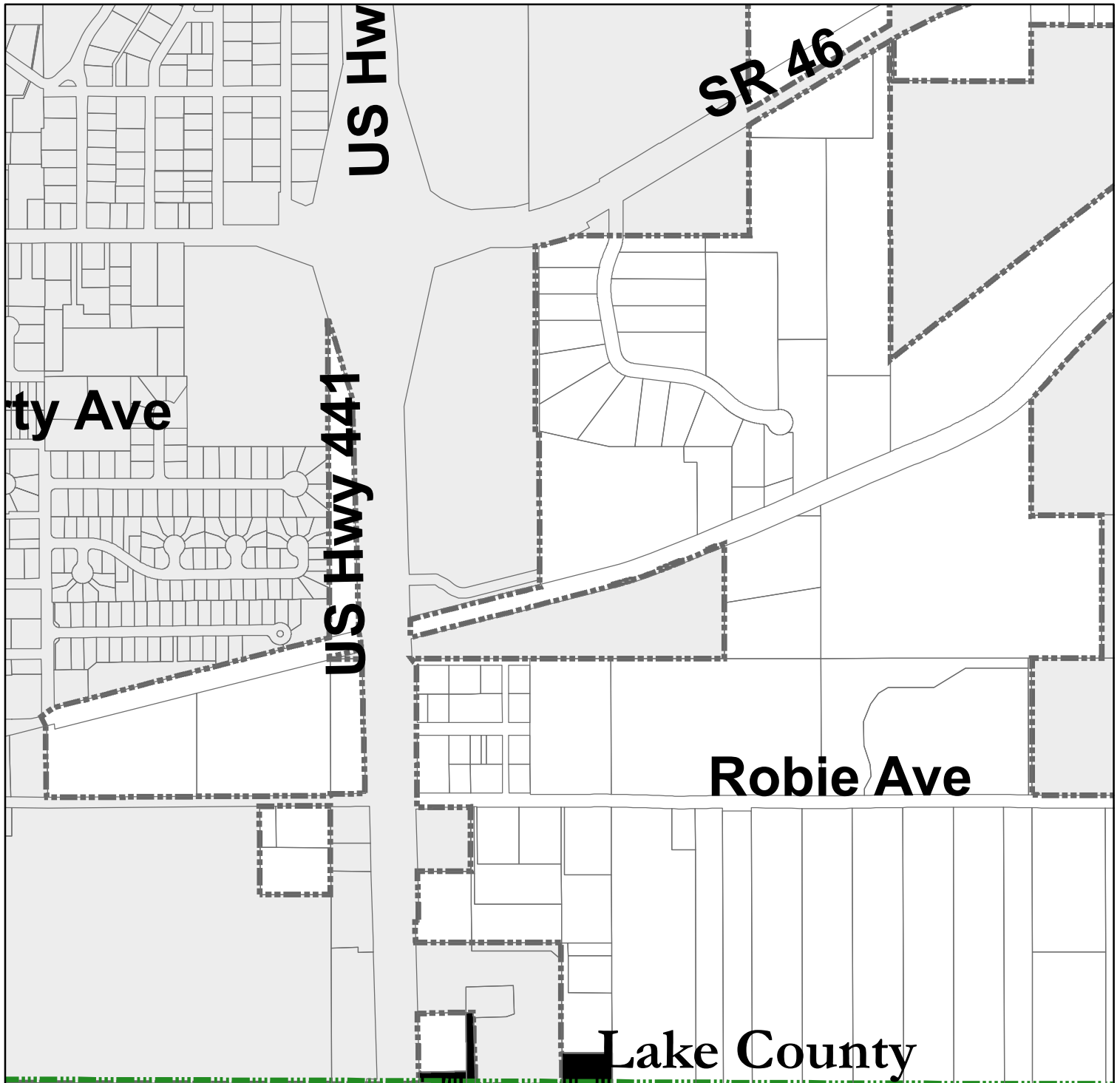
Zoning Composite City-County Map

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*)

Legend

-  City Limits
-  JPA
-  Subject Properties

Vicinity Map

**CITY OF
MOUNT
DORA**
PLANNING AND DEVELOPMENT

Subject Properties

Lake County

Orange County

Date: 11/22/2023

Legend



Subject Property

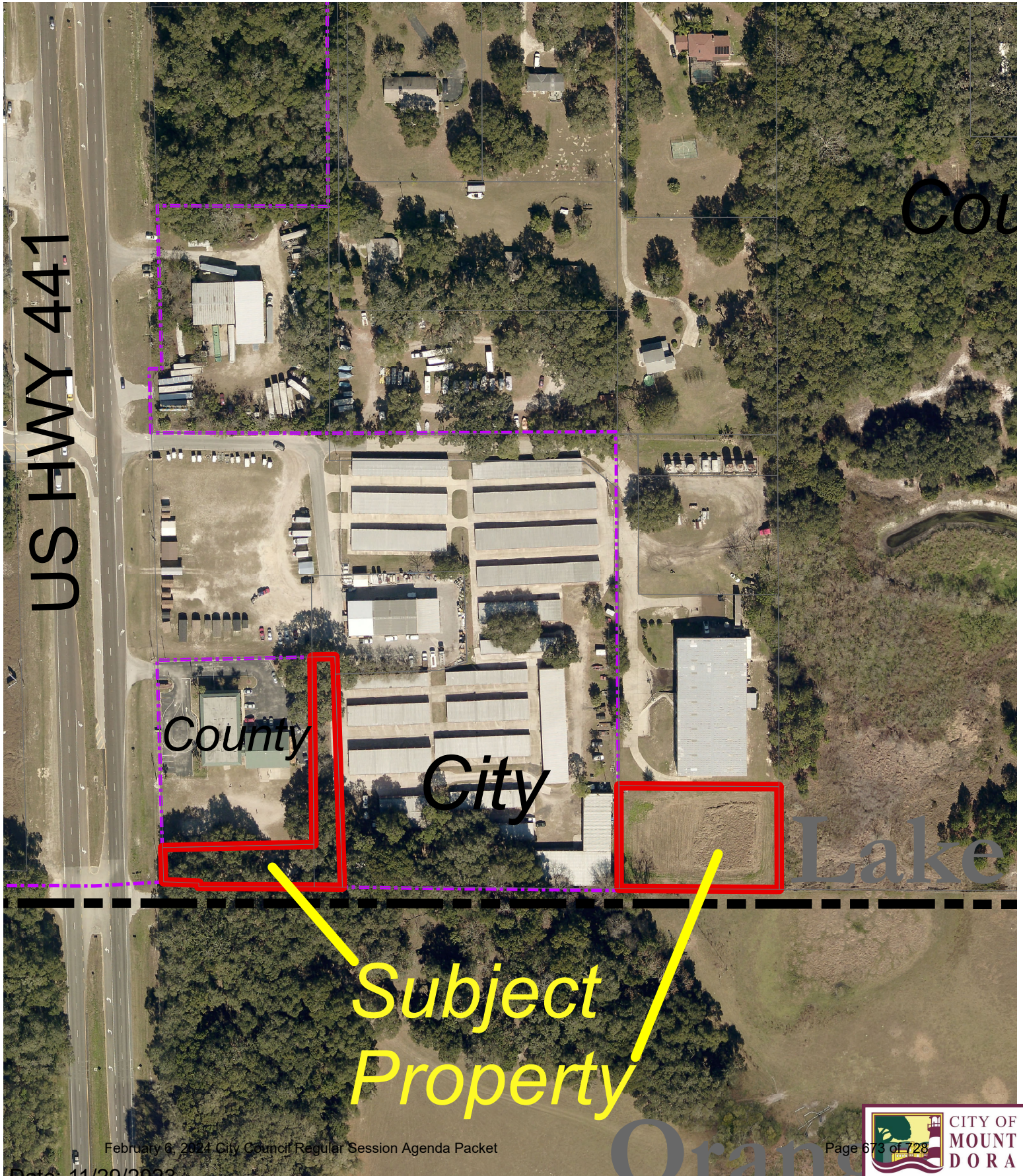


City Limits

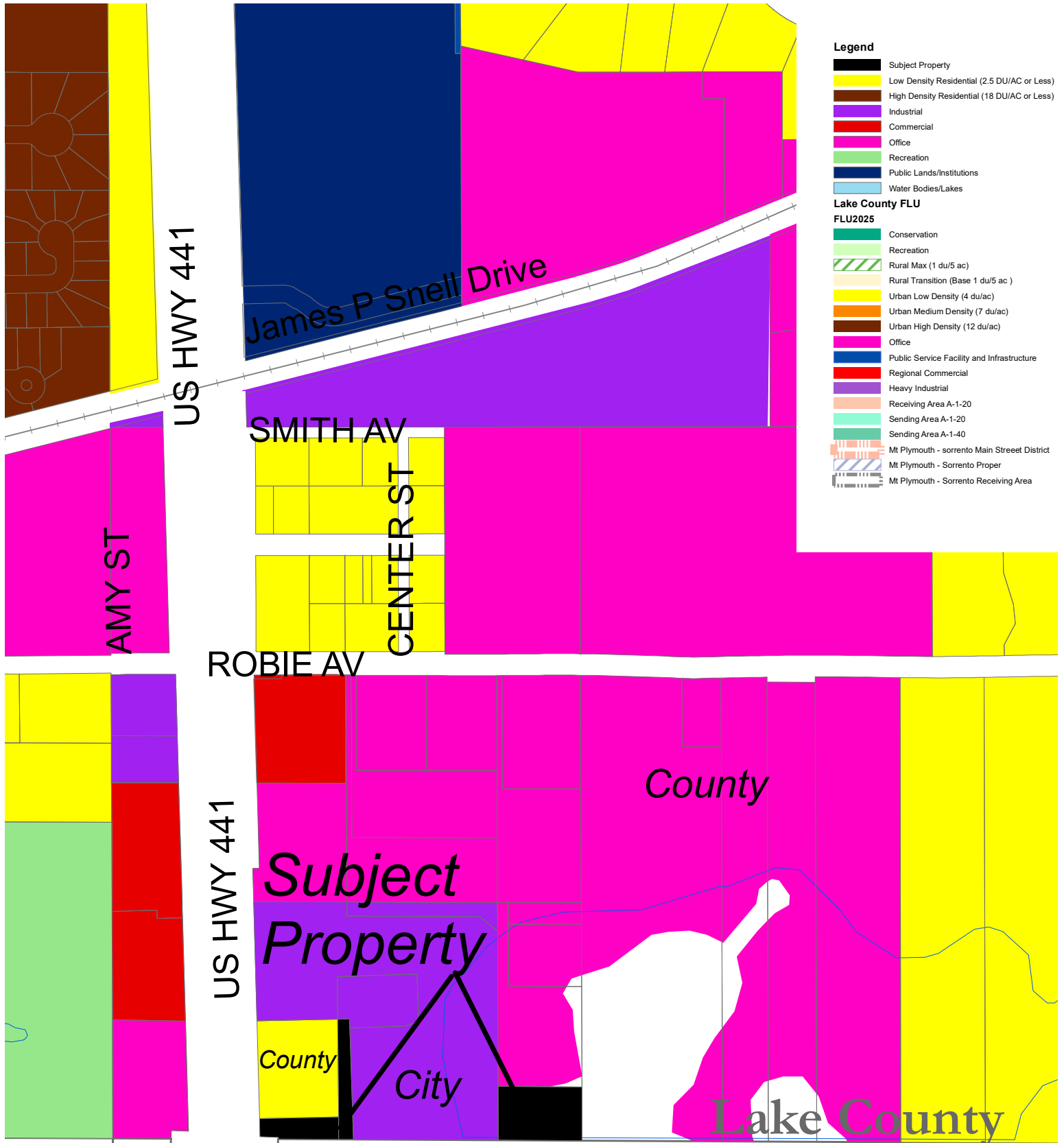
Aerial Map
SAF NOB US 441, LLC
1.40+/- Acres



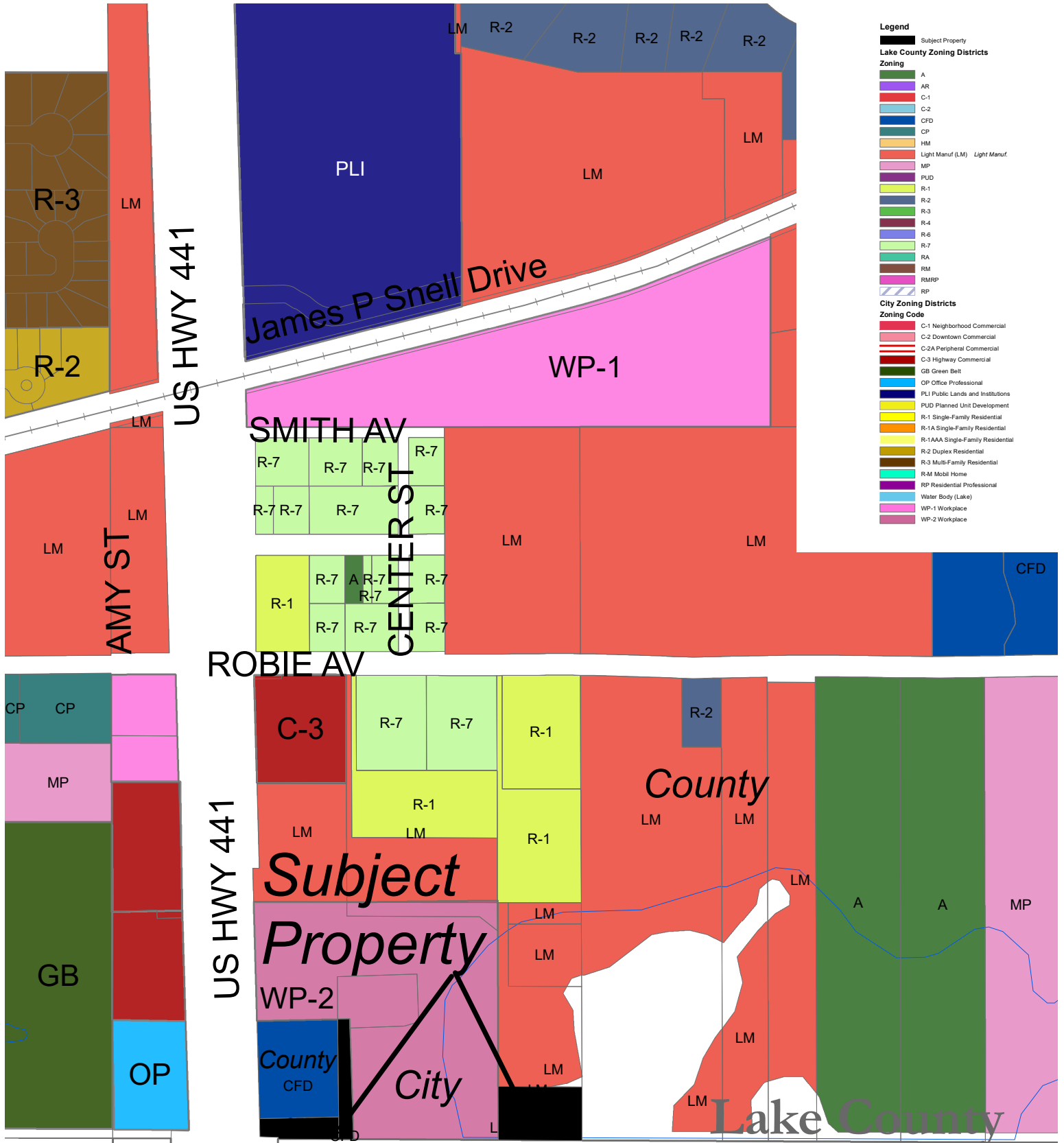
N.T.S.



ATTACHMENT #2
Future Land Use Composite City-County
Map
SAF NOB US 441, LLC
1.40+/- Acres



ATTACHMENT #2
Zoning Composite City-County
Map
SAF NOB US 441, LLC
1.40+/- Acres



- Legend**
- Subject Property
 - Lake County Zoning Districts**
 - Zoning**
 - A
 - AR
 - C-1
 - C-2
 - CFD
 - CP
 - HM
 - Light Manuf (LM) Light Manuf.
 - MP
 - PUD
 - R-1
 - R-2
 - R-3
 - R-4
 - R-6
 - R-7
 - RA
 - RM
 - RMRP
 - RP
 - City Zoning Districts**
 - Zoning Code**
 - C-1 Neighborhood Commercial
 - C-2 Downtown Commercial
 - C-2A Peripheral Commercial
 - C-3 Highway Commercial
 - GB Green Belt
 - OP Office Professional
 - PLI Public Lands and Institutions
 - PUD Planned Unit Development
 - R-1 Single-Family Residential
 - R-1A Single-Family Residential
 - R-1AAA Single-Family Residential
 - R-2 Duplex Residential
 - R-3 Multi-Family Residential
 - R-M Mobil Home
 - RP Residential Professional
 - Water Body (Lake)
 - WP-1 Workplace
 - WP-2 Workplace

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 ME 45836

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: 9718 Chestnut Ridge Dr

City, State & Zip: Windermere FL 34786

Phone: 321-399-0254 E-mail: kckary@myplaceselfstorage.com

3. The property generally located and list adjacent streets: Rabie 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: 600,984

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: Unsub 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	NPI	Industrial
South	Orange County	LM		out of city limits
East	mt dora	MU-1	PUD	mix use
West	mt dora	Lee	GB	Recreational

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Fomer O'Doherty, 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
Notary Public

Adrienne O'Doherty
Print or Type Name

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2024-03
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance No. 2024-03. The final public hearing on the ordinance will be held on **Tuesday, February 6, 2024, at 6:00 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance No. 2024-03 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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email planningcomments@cityofmoundora.com

Published (Legal Notice): January 26, 2024

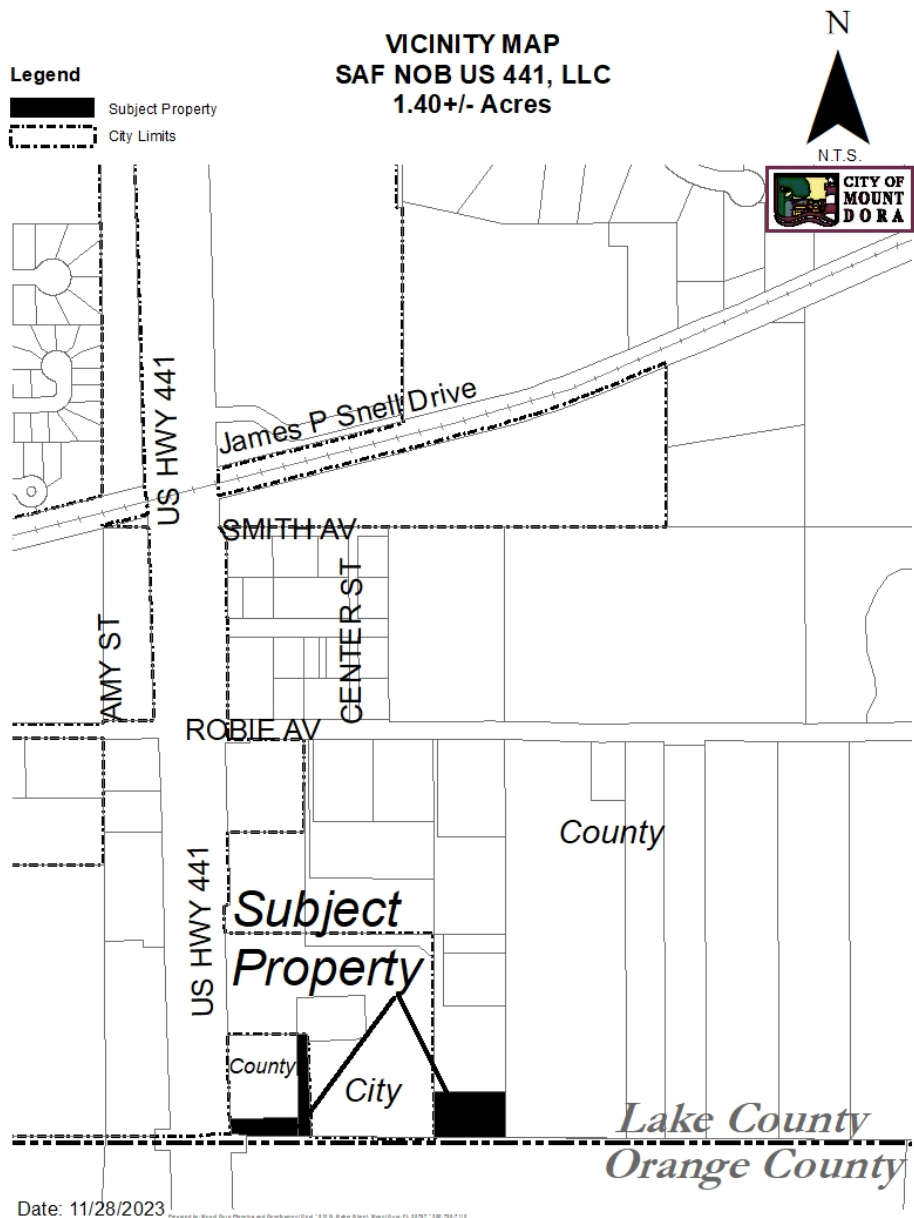
NOTICE OF ZONING CHANGE
ORDINANCE NO. 2024-03
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida will conduct a final public hearing 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 change in zoning 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 Council of the City of Mount Dora, Florida will conduct public hearings to consider the adoption of Ordinance No. 2024-03 on **Tuesday, February 6, 2024**. This 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 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@cityofmoundora.com**.

Title in 18 point

2 column, 10.5 inch; Non-legal

Publish On: January 26, 2024

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 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 # 33-19-27-0003-000-05900

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: January 16, 2024

SECOND READING: February 6, 2024

PASSED AND ADOPTED this 6th day of February, 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

VICINITY MAP
SAF NOB US 441, LLC
1.40+/- Acres

N



N.T.S.



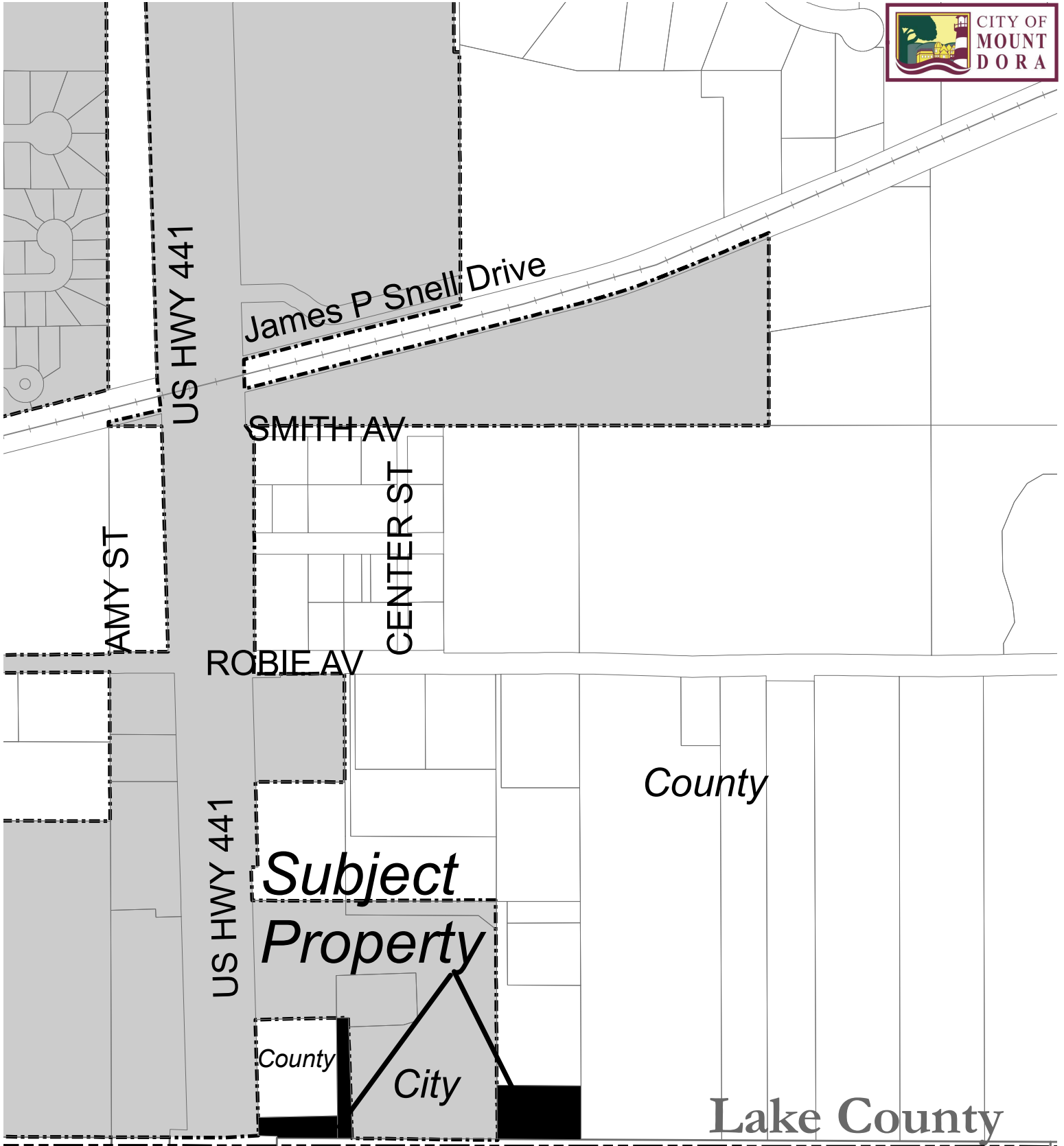
Legend



Subject Property



City Limits





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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Final Reading and Adoption 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 final reading of Ordinance No. 2024-04.

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 development regulation type action.

The 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, a revival period 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 this 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." Further descriptions and details are contained in Attachment #2 (HPB Memo Dated December 13, 2023).

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 City Council, at their regularly scheduled meeting held on January 16, 2024, recommended approval of the First Reading of Ordinance No. 2024-04 and held a hearing for the Second Reading and Final adoption.

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 Final Reading and Adoption of Ordinance No. 2024-04.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 Historic Preservation Board Agenda Packet 12-13-2023
3. Attachment 3 Legal Ad Publication (Historic Adoption)
4. Ordinance 2024-04 Historic Designation Community Building (Final)
5. Exhibit A Certificate Historic Significance

Prepared by: Vince Sandersfeld, Acting City Manager
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Acting City Manager

Approved - 1/24/2024
Approved - 1/24/2024
Final Approval - 1/24/2024

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@cityofmoundora.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@cityofmoundora.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 D O R A

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.

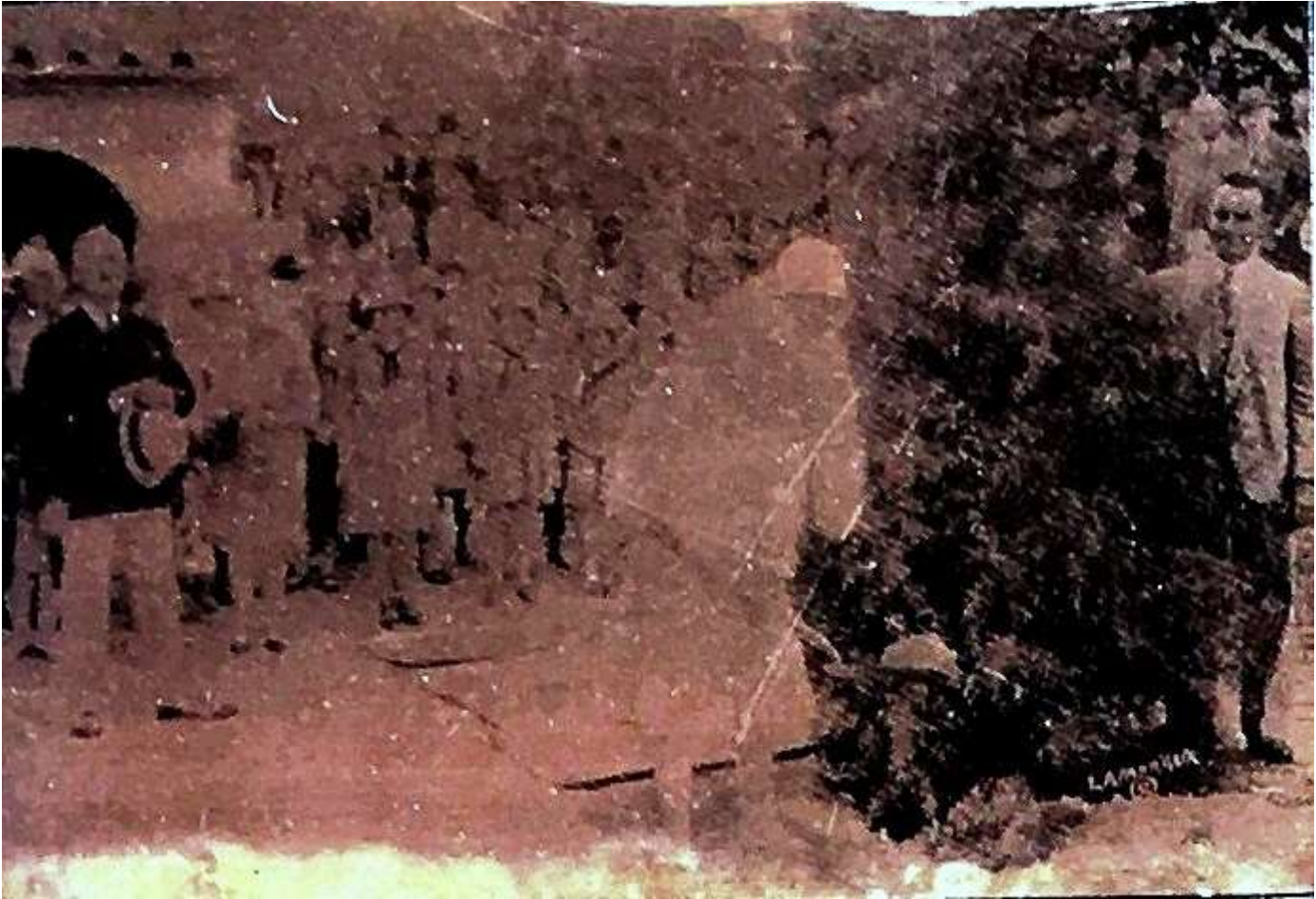
Database Locator Identification Number: p510556

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)



Site Inventory Form

Site No. LA 298

Site Name The Community Building Survey Date 8709
Address 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)	Integrity of Site: (Check One or More)	Original Use <u>Government/social</u>
☐ Excellent	☒ Altered	Present Use <u>Government/social</u>
☒ Good	☐ Unaltered	Dates <u>+1929</u>
☐ Fair	☒ Original Use	Cultural Phase <u>American</u>
☐ Deteriorated	☐ Restored/Date	Period <u>20th Century</u>
	☐ Moved/Date	

NR Classification Category building Date Listed on NR _____
Effects to Site:
(Check 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 for 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

(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.

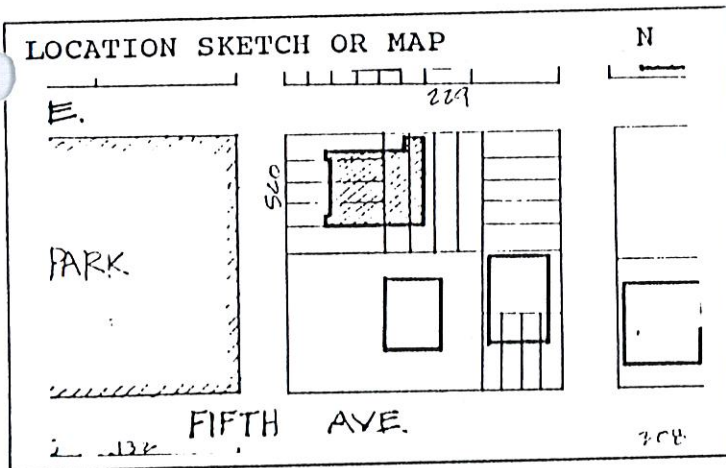
The building cost \$35,000 to build and the lot cost \$5,000. H.M. Griffin of Daytona Beach was the architect, and Keeney Bros. of Orlando was the contractor. The 100 x 200' lot was landscaped by Mrs. Zell of the Park Commission. The Community Building achieved fame when the former President's wife, 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

ATTACHMENT #2

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 continuous: 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 Stories 1 1/2
 No. of Dormers _____ Outbuildings _____
 Surroundings _____
 Map Reference (incl. scale & date) USGS Eustis 7.5 Min. 1966 (PR1980)
 Latitude and Longitude _____

Site Size (approx. acreage of property) 1.11



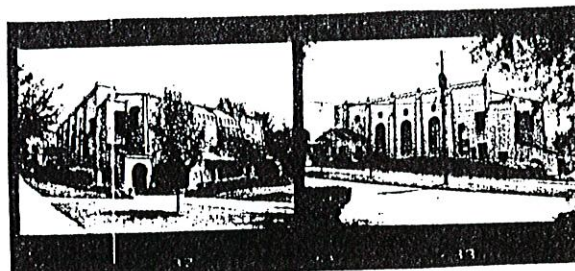
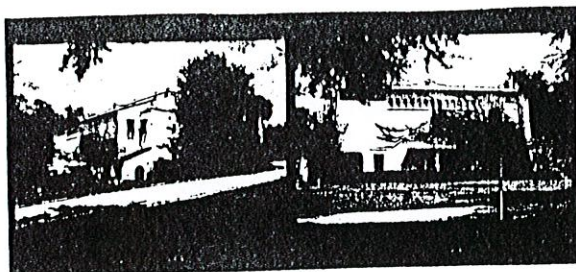
Township	Range	Section
19	27	30

UTM Coordinates:

Zone Easting Northing

M 30-33

Photographic Records Number _____
 Please attach Photographic Print





HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site #8 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
<u>520</u>	<u>North</u>	<u>Baker</u>	<u>Street</u>	

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

81A00298

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) _____

HISTORYConstruction 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 HistoryUse _____ Year Use Started _____ Year Use Ended _____ >> Community center;;

Other Structure Uses _____

Ownership History (especially original owner, dates, profession, etc.) _____

RESEARCH METHODSResearch Methods _____ >> Examine local tax records

Other research methods _____

SURVEYOR'S EVALUATION OF SITEPotentially Eligible for a Local Register? YES

Name of Local Register if Eligible _____

Individually Eligible for National Register? NOPotential 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

81A00298

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

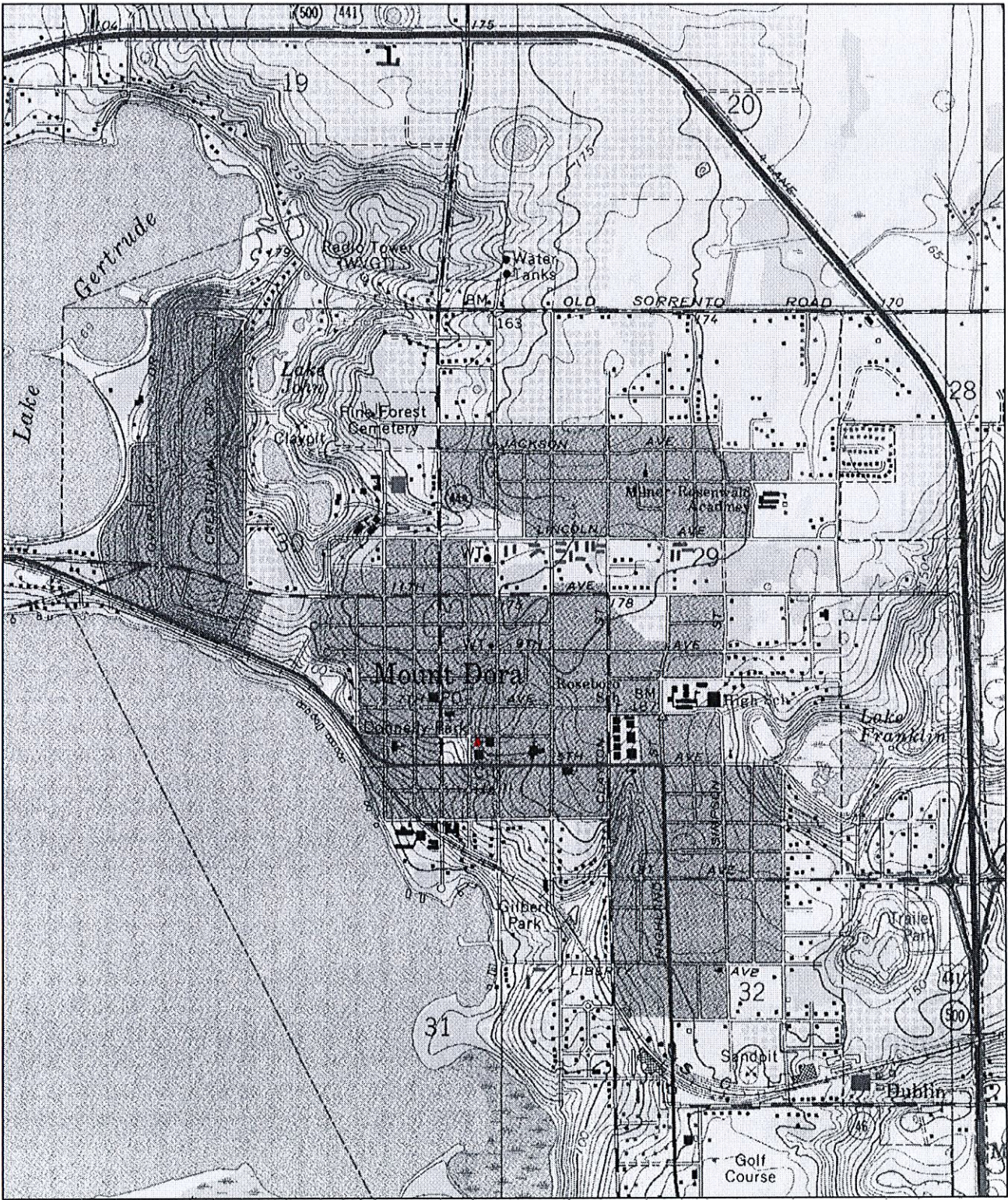
Form Comments: _____

**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)]:**

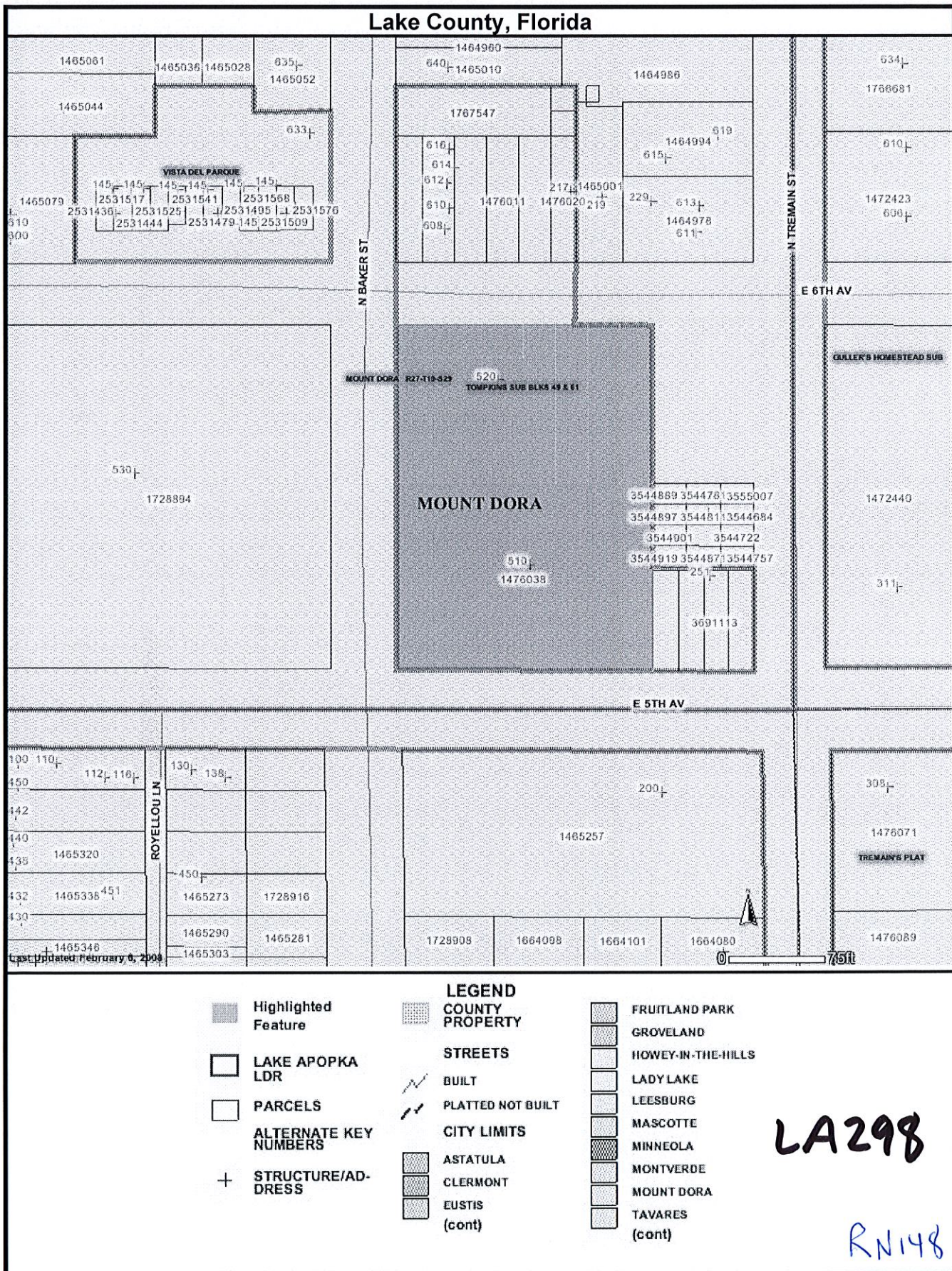


148



Map provided by MyTopo.com

LA298



**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2024-04
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2024-04. The final public hearing on the ordinance will be held on February 6, 2024, at 6:00 p.m. or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2024-04 is as follows:

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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: January 26, 2024

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: January 16, 2024

SECOND READING: February 6, 2024

PASSED AND ADOPTED this 6th day of February, 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

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

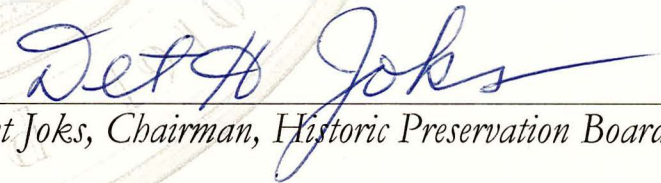
For its historical significance to the City of Mount Dora, Florida.

Awarded this 6th day of February, 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: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Parking Shuttle Update

Introduction:

This is an opportunity for City Council to receive an update on shuttle service options as a downtown parking solution.

Discussion:

At the November 7, 2023 meeting, City Council was presented with options to provide a shuttle service between fringe areas and downtown to encourage the use of all parking resources. City Council reached a consensus to request bids through a formal solicitation for a one-year pilot program to operate an electric vehicle or autonomous electric vehicle parking shuttle, with the option to extend into a multi-year contract if the pilot program is successful.

The update will include results from the uptown/downtown merchant and citizen surveys.

Budget Impact:

Although shuttle frequency has not yet been determined by City Council, as a point of reference, two vehicles operating for 8 hours, 7 days a week:

- Electric vehicle shuttles are estimated at \$230,000 annually.
- Autonomous electric vehicle shuttles are estimated at \$630,000 annually.

If the City applies for the Florida Department of Transportation (FDOT) Service Development Grant in May 2024, the award could cover 50% of the funding up to three years.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination

GOAL 2: Infrastructure / Public Safety

Objective 2.1. Improve parking capacity/Identify final location

Recommendation:

Staff is requesting a consensus on the details to include in the Scope of Services for the Request for Proposals (RFP).

Attachment(s):

Prepared by: Misty Sommer, Director of Economic Development & Public Information

Reviewed by: Jeanann Hand, City Clerk

Vince Sandersfeld, Acting City Manager

Approved - 1/26/2024

Final Approval - 1/29/2024



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

DATE: February 6, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Informational - City Manager to Report on Emergency Purchases

Introduction:

This is an opportunity for the City Manager to provide information to City Council regarding Emergency Purchases.

Discussion:

Pursuant to Sections 3.4-1.I. of the City of Mount Dora Purchase Policy adopted by City Council under Resolution No. 2021-107, the following emergency purchases are provided to City Council:

Attachment	Date Issued	Invoice #	Vendor	Amount Encumbered	Amount to be authorized to pay invoices
1	12/11/2023	193164	Shelley's Septic Tanks Inc.	\$0	\$10,150.00
2	12/20/2023	9790	RCM Utilities	\$0	\$46,213.03
3	12/14/2023	5410-1	Cathcart Construction Company Florida, LLC	\$0	\$80,178.00

Budget Impact:

As indicated in the attachments.

Strategic Impact:

N/A

Recommendation:

Informational only.

Attachment(s):

1. Attachment#1 - Shelley' Emergency
2. Attachment#2 - RCM Emergency
3. Attachment #3 - Cathcart Emergency

Prepared by: Aneta Barton, Budget Director

Reviewed by: Jeanann Hand, City Clerk
Vince Sandersfeld, Planning and Development Director

Approved - 1/24/2024
Final Approval - 1/31/2024

ATTACHMENT #1

Shelley's Septic Tanks, Inc.

Invoice

Lake Co. Residents (352) 383-5775
P.O. Box 249
Zellwood, FL 32798

DATE	INVOICE #
12/11/2023	193164



Bill To:

City of Mt. Dora
Attn: Accounts Payable
510 N. Baker Street
Mt. Dora, FL 32757

Service Address:

Mount Dora Plant # 1
Attn: John Bruce
1111 Overhiser Ln
Mount Dora, FL 32757
Z40 \$300 Trip Fee

P.O. NO.	TERMS	DUE DATE	PERMIT NO.
Donovan/Willi...	Net 30	1/10/2024	

QUANTITY	DESCRIPTION	RATE	SERVICED	AMOUNT
14.5	Service Call - Ticket#170816	350.00	12/7/2023	5,075.00
14.5	Service Call - Ticket#170844	350.00	12/7/2023	5,075.00
<i>Came with no tickets</i>				
<i>Thank You. We Appreciate Your Business!</i>			Total	\$10,150.00

ATTACHMENT #2

RCM UTILITIES, LLC
1451 Pine Grove Rd
Eustis, FL 32726
billing@rcmutilities.com



INVOICE

BILL TO

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

INVOICE # 9790
DATE 12/20/2023
DUE DATE 01/19/2024
TERMS Net 30

JOB NAME

Charles Ave & Donnelly St

DATE	DESCRIPTION	AMOUNT
12/08/2023	Emergency Service call from Bill in reference to a force main break at Charles Ave and Donnelly St. On 12/7, assisted city personnel with excavating the break and the failed valve. Open cut the force main under the assumption that the valve was closed, had to install a repair clamp for the night. Returned on 12/8 and cut out the broken force main, installed new 10" C900, long sleeve and 45. Verified no leaks, backfilled site. Had (4) semi tankers on site both days, left one truck overnight .	46,213.03

BALANCE DUE **\$46,213.03**

ATTACHMENT #3



A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Drive
Winter Springs, Florida 32708
<http://cathcartconstructioncompany.com>

Invoice

Bill to: City of Mt. Dora
 510 N Baker St.
 Mount Dora, FL 32757 US


Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
1047		5410-1	12/14/23	01/14/24		Net 30 days

Mth/Trans	Line	Description	Contract	Amount
12/23 27	1	Mount Dora FM Emergency Repair	5410-	80,178.00

Total Sales Tax	80,178.00
Less Retainage	
Total Due	80,178.00

5410-1

*This invoice reflects subcontractors' and suppliers' invoices received through 12/14/2023. Additional costs may be forthcoming. All hours are overtime.

ATTACHMENT #3



Rangeline Tapping Services, Inc.
PO Box 210155
Royal Palm Beach, FL 33421
Phone: (800) 346-5971

Invoice

INVOICE DATE	INVOICE #
12/8/2023	CFL23-606-1

Bill To
Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708

Jobsite Location
148 Charles Ave Mt Dora, FL 32757

P.O. NO.	TERMS	DUE DATE	Sales Rep	JOB NAME	Onsite Contact
	Net 30	1/7/2024	MM	CFL23-606 EMERGENCY	Justin 321-458-6554

QUANTITY	DESCRIPTION	UNIT COST	AMOUNT
1.00	Date of 12/8/23 12" Single Linestop DIP FM Quote RTS22-4666MM	18,300.00	18,300.00

E-mail	Web Site
invoice@rangeline.com	www.rangeline.com

Total	\$18,300.00
Payments/Credits	\$0.00
Balance Due	\$18,300.00



3010 EUNICE AVE. FL 32808
ORLANDO

Fax / Email Copy

INVOICE DATE
12/08/2023

INVOICE NUMBER
7735346-000-000

PAGE
1 of 2

SOLD TO:

CATHCART CONSTRUCTION
CO - FLORIDA LLC
1056 WILLA SPRINGS DR
WINTER SPRINGS FL 32708

Account No.
772538

SHIP TO:

CATHCART CONSTRUCTION
WILL CALL

WINTER SPRINGS

FL 32708

JOB:

MOUNT DORA EMERGENCY
FORCE MAIN #5410

Customer Order No.

5410

Terms of Sale

NET 30

Ship Via

WILL CALL

Freight
PREPAID

FOB
SHIPPING POINT

Ship Date
12/08/2023

Ship From
CPS-ORLANDO

Line No.	Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
1	20.0	20.0		238820	12 DR18 C-900 PC235 SWR CIS GREEN 20 GSKT	4999.00	CFT	999.80
2	18.0	18.0		233507	10 CL/TC CL350 DI SJ PIPE	4805.00	CFT	864.90
3	1	1		200474	12 MUL A2360-23 MJ GV OL NT L/ACC	3196.58	EA	3196.58
4	1	1		239066	10 MUL A2361-23 DI MJ GV OL L/ACC	2526.22	EA	2526.22
5	1	1		237193	12 CDI 06 MJ LP SLV L/ACC	318.47	EA	318.47
6	1	1		206271	12"X10" 06 MJ TEE	535.00	EA	535.00
7	2	2		213810	5-1/4 CI VAL BX 2PC SCRD	75.00	EA	150.00
8	2	2		254104	5-1/4 SWR LID F/VAL BX	22.00	EA	44.00
9	4	4		246210	12 STAR SGDPK12 STARGRIP DIP W/ACC	145.00	EA	580.00
10	6	6		254255	12 STAR PVC4012 STARGRIP W/ACC 06	159.00	EA	954.00
11	3	3		252949	10 STAR SGDPK10 MEGA LUG DIP W/ACC 0	110.00	EA	330.00
12	4	4			10 STAR PVC4010 STARGRIP W/ACC 06	152.00	EA	608.00
STATE SALES TAX - FLORIDA COUNTY SALES TAX - SEMINOLE CO FL						666.42		50.00
This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com						Invoice Amount		

ATTACHMENT #3

ATTACHMENT #3



209 San Carlos Ave
Suite 1181
Sanford, FL 32771

Invoice

Date	Invoice #
12/7/2023	1248334484

Bill To
Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708

P.O. No.	Terms	Project
		5410 MT Dora FM Emerge...

Item	Quantity	Description	Rate	Amount
Heavy Cleaning	9.5	12/7/2023: Sanitary Pipe - VAC Truck - Heavy Cleaning - Type: Other - Notes: Force main break assisted as directed.	375.00	3,562.50
Heavy Cleaning	9.5	12/7/2023: Sanitary Pipe - VAC Truck - Heavy Cleaning - Type: Other - Notes: Force main break assisted as directed.	375.00	3,562.50
Heavy Cleaning	12	12/7/2023: Sanitary Pipe - VAC Truck - Heavy Cleaning - Type: Other - Notes: Force main break assisted as directed.	375.00	4,500.00
Heavy Cleaning	12	12/7/2023: Sanitary Pipe - VAC Truck - Heavy Cleaning - Type: Other - Notes: Force main break assisted as directed.	375.00	4,500.00
Heavy Cleaning	12	12/7/2023: Sanitary Pipe - VAC Truck - Heavy Cleaning - Type: Other - Notes: Force main break assisted as directed.	375.00	4,500.00
			Total	\$20,625.00



3010 EUNICE AVE. FL 32808
ORLANDO

Fax / Email Copy

INVOICE DATE
12/08/2023

INVOICE NUMBER
7735346-000-000

PAGE
2 OF 2

SOLD TO:

CATHCART CONSTRUCTION
CO - FLORIDA LLC
1056 WILMA SPRINGS DR
WINTER SPRINGS FL 32708

Account No.
772538

SHIP TO:

CATHCART CONSTRUCTION
WILL CALL

JOB:

WINTER SPRINGS FL 32708
MOUNT DORA EMERGENCY
FORCE MAIN #5410

Customer Order No.
5410

Terms of Sale
NET 30

Ship Via
WILL CALL

Freight
PREPAID

FOB
SHIPPING POINT

Ship Date
12/08/2023

Ship From
CPS-ORLANDO

Line No.	Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
----------	---------	---------	--------------	-------------	-------------	------------	-----	--------------

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount

11,823.39

ATTACHMENT #3

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147
- INVOICE -