



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
March 19, 2024, 6:00 PM
***Revised 3/19/24 at 1:26 p.m. to add Discussion Item Two**

REVISED AGENDA *

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

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| 1. Mount Dora Yacht Club 71st Annual Sailing Regatta Proclamation | 4 |
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| 3. Mount Dora Fun fact | |

APPROVAL OF AGENDA

CONSENT AGENDA

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Under the Omnia Contracting Agreement. | 9 |
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Inc. for Biosolids (Sludge) Stabilization and Disposal Services. | 30 |
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ACTION ITEMS

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| 2. Request Adoption of Resolution No. 2024-10 , Signing of Acknowledgment of Statewide Mutual Aid Agreement 2023 | 306 |
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DISCUSSION ITEM

1. City Manager Selection Process
2. Charter Review Committee-City Attorney

CITY MANAGER'S REPORT

1. Lobbyist Update

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CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

UPCOMING MEETING DATES

- April 2, 2024, 6:00 PM, Regular Session
- April 16, 2024, 6:00 PM, Regular Session
- May 7, 2024, 6:00 PM, Regular Session
- May 21, 2024, 6:00 PM, Regular Session

ADJOURNMENT

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

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



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Mount Dora Yacht Club 71st Annual Sailing Regatta Proclamation

Introduction:

This is an opportunity for Mayor Stile to read a Proclamation recognizing the 71st annual Mount Dora Sailing Regatta.

Discussion:

Mayor Stile and City Council routinely honor and recognize various groups and events in the City. This is an annual sailing regatta with a long history in Mount Dora. A Proclamation has been prepared for the event.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to acknowledge Proclamation recognizing the Mount Dora Yacht Club 71st Annual Sailing Regatta.

Attachment(s):

1. 2024.Proclamation.Sailing Regatta

Prepared by: Misty Sommer, Director of Economic Development & Public Information

Reviewed by: Jeanann Hand, City Clerk

Vince Sandersfeld, Planning and Development Director

Approved - 3/12/2024

Final Approval - 3/12/2024



PROCLAMATION

WHEREAS, Mount Dora Yacht Club is delighted to host the 71st annual sailing regatta on beautiful Lake Dora on Saturday, March 23, 2024 and Sunday, March 24, 2024; and

WHEREAS, Mount Dora Yacht Club has welcomed competitive sailors of all ages to race on three challenging courses since 1953; and

WHEREAS, the Regatta is open to all classes, including Optis, Lasers, O'pen Skiff and 420's, Sunfish, Hobie Waves, Flying Scots, San Juan21, RS Aero, Capri 16, Catalina 22, as well as an Open Portsmouth course; and

WHEREAS, Portsmouth races will also be run for boats without the four needed to form a class; and

WHEREAS, The City of Mount Dora welcomes sailors to enjoy two days of friendly sailing competition and be honored with a traditional Sailors' Dinner on Saturday, March 23, 2024; and

WHEREAS, The City of Mount Dora is pleased to join the Mount Dora Yacht Club in promoting a love for sailing.

NOW, THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby extend a warm welcome to sailors from near and far to enjoy the annual sailing regatta hosted by the Mount Dora Yacht Club;

MOUNT DORA YACHT CLUB 71st ANNUAL SAILING REGATTA ON BEAUTIFUL LAKE DORA MARCH 23-24, 2024

I encourage all sailors to register and participate in this wonderful event where youth scholarships will be offered for the younger sailors. I also encourage spectators to join in the fun from the 4th Avenue Docks, Palm Island Boardwalk and Lighthouse Point.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 19th day of March, 2024.

Crissy Stile, Mayor



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Bicycle Month Proclamation

Introduction:

This is an opportunity for Mayor Stile to read a Proclamation recognizing March as "Bicycle Month."

Discussion:

Annually, Governor DeSantis signs a proclamation recognizing March as *Florida Bicycle Month*. Bicycle-friendly communities promote health and wellness, support the local economy, attract tourism dollars, improve traffic safety and quality of life, and reduce pollution and congestion.

The City of Mount Dora has several established trails, is actively planning future trails to provide a fully accessible high-quality trail network, regional trail connectivity and improve the quality of life, and now hosts the Annual Cycle Mount Dora Bicycle Festival three-day event.

In March 2023, the City of Mount Dora was designated a Trail Town by the Florida Department of Environmental Protection Greenways & Trails. A Trail Town is defined as a vibrant destination where people come together and a place where trail users can venture off a hiking, biking, equestrian or paddling trail to enjoy the amenities and unique heritage of the community, benefiting the town economically and socially.

Budget Impact:

N/A

Strategic Impact:

GOAL 1: Economic Development

Objective 1.2. Enhance mobility, connectivity, and expand trail network

Recommendation:

Reading of the Proclamation and encouraging all citizens and organizations to recognize the value of bicycling within our community.

Attachment(s):

1. 2024 Florida Bicycle Month Proclamation

Prepared by: Misty Sommer, Director of Economic Development & Public Information

Reviewed by: Jeanann Hand, City Clerk

Vince Sandersfeld, Planning and Development Director

Approved - 3/12/2024

Final Approval - 3/12/2024



PROCLAMATION

Bicycle Month

WHEREAS, bicycling is a clean, efficient, healthy, economical and accessible means of transportation and recreation; and

WHEREAS, a bicycle friendly community promotes health and wellness, supports the local economy, attracts tourism dollars, improves traffic safety, reduces pollution and congestion and wear and tear on our streets and roads; and

WHEREAS, The City of Mount Dora has several established trails such as the Tremain Street Greenway and Lincoln Avenue Trail, Sylvan Shores Park Trail, Lake Gertrude Way, Mount Dora Mountain Bike Trail, Palm Island Park Trail, Golden Triangle Run Blueway, and the planned Wekiva and Round Lake Road Trails; and

WHEREAS, the City of Mount Dora has a Trails Master Plan that was developed with the intent of providing a long-term vision for trails in Mount Dora. The City is actively planning for future trails to provide a fully accessible high-quality trail network, regional trail connectivity and improve the quality of life in our City; and

WHEREAS, for 47 years, Mount Dora has been well-known to road cyclists through the Cycle Mount Dora Bicycle Festival. The City of Mount Dora now hosts this three day event where cyclist can choose from up to four different rides and enjoy the amazing routes through surrounding Mount Dora; and

WHEREAS, in 2023, the City of Mount Dora was designated a Trail Town by the Florida Department of Environmental Protection Greenways & Trails. A Trail Town is defined as a vibrant destination where people come together and a place where trail users can venture off a hiking, biking, equestrian or paddling trail to enjoy the amenities and unique heritage of the community, benefiting the town economically and socially; and

WHEREAS, the State of Florida officially recognizes March as Bicycle Month as a way to encourage the use of bicycles as a mode of transportation, recreation, and exercise; and

NOW, THEREFORE, I, Crissy Stile, Mayor of Mount Dora Florida, do hereby proclaim March 2024, as Bicycle Month and encourage all citizens to recognize the value of bicycling within our community.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 19th day of March, 2024.

Crissy Stile, Mayor

ATTEST:

Jeanann Hand, City Clerk



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of a Three-year Microsoft Enterprise Agreement (EA) Under the Omnia Contracting Agreement.

Introduction:

This is a request for the City Council to approve a three-year Microsoft Enterprise Agreement (EA) under the Omnia contracting agreement.

Discussion:

A Microsoft Enterprise Agreement will provide software licensing for the most current versions of Microsoft's various server operating systems, desktop operating systems, client access licensing (CALs - client licensing to access various server products), and a suite of Office products. The EA simplifies budgetary planning and license administration and ensures compliance.

Some of the benefits of upgrading the City's system software include up-to-date software, improved security and reliability, and increased productivity for end-users and IT staff.

Budget Impact:

The proposed cost of the Enterprise Agreement is \$54,236.63 annually, utilizing the Omni contract agreement for three consecutive years. The first-year payment is currently budgeted under Repairs & Maintenance -Software in the IT Department within the FY23/24 adopted budget.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

The City Council approve a three-year Microsoft Enterprise Agreement (EA) of \$54,236.63 for three years under the Omnia contracting agreement.

Attachment(s):

1. EA SHI Quote-24248326
2. City of Mount Dora EA

Prepared by: Jason Marlar, IT Director

Reviewed by: Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, Planning and Development Director

Approved - 2/29/2024

Approved - 3/8/2024

Approved - 3/12/2024

Final Approval - 3/12/2024

ATTACHMENT #1



Pricing Proposal
 Quotation #: 24248326
 Reference #: 82765635
 Created On: 12/5/2023
 Valid Until: 2/29/2024

FL-City of Mount Dora

Microsoft Inside Account Manager

Jason Marlar

PO BOX 176
 MOUNT DORA, FL 32756
 United States
 Phone: (352) 735-7100 ext. 1502
 Fax:
 Email: MarlarJ@ci.mount-dora.fl.us

Alexa Jones

290 Davidson Ave
 Somerset, NJ 08873
 Phone: N/A
 Fax:
 Email: alexa_jones@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Office Professional Plus ALng SA Microsoft - Part#: 269-05704 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 12/1/2023 – 11/30/2024 Note: EA# 82765635 - See Payment Schedule Below	235	\$112.29	\$26,388.15
2 Win Enterprise Device ALng SA Microsoft - Part#: KV3-00368 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 12/1/2023 – 11/30/2024 Note: EA# 82765635 - See Payment Schedule Below	235	\$49.87	\$11,719.45
3 Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 12/1/2023 – 11/30/2024 Note: EA# 82765635 - See Payment Schedule Below	1	\$57.82	\$57.82
4 Exchange Server Standard ALng SA Microsoft - Part#: 312-02257 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 12/1/2023 – 11/30/2024 Note: EA# 82765635 - See Payment Schedule Below	1	\$130.32	\$130.32
5 SfB Server ALng SA Microsoft - Part#: 5HU-00216 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 12/1/2023 – 11/30/2024 Note: EA# 82765635 - See Payment Schedule Below	1	\$671.25	\$671.25
6 SQL CAL ALng SA User CAL Microsoft - Part#: 359-00961	269	\$38.42	\$10,334.98

ATTACHMENT #1
Contract Name: Omnia Partners - IT Solutions
Contract #: 2018011-02
Coverage Term: 12/1/2023 – 11/30/2024
Note: EA# 82765635 - See Payment Schedule Below

7	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 12/1/2023 – 11/30/2024 Note: EA# 82765635 - See Payment Schedule Below	3	\$165.26	\$495.78
8	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 12/1/2023 – 11/30/2024 Note: EA# 82765635 - See Payment Schedule Below	32	\$128.83	\$4,122.56
9	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 12/1/2023 – 11/30/2024 Note: EA# 82765635 - See Payment Schedule Below	16	\$19.77	\$316.32
			Total	\$54,236.63

Additional Comments

Payment Schedule:
Year 1 - \$54,236.63
Year 2 - \$54,236.63
Year 3 - \$54,236.63
Total - \$162,709.89

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Program Signature Form

MBA/MBSA number

Agreement number

5854775

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Sub250 Form	W29
Product Selection Form	2642160.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Mount Dora
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

49157094

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

82765635

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Mount Dora

Contact name: First* Jason **Middle** **Last*** Marlar

Contact email address* marlarj@cityofmoundora.com

Street address* 510 N. Baker Street

City* Mount Dora

State* FL

Postal code* 32757-5521 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 352-735-7108

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Jason **Middle** **Last*** Marlar
Contact email address* marlarj@cityofmounddora.com
Street address* 510 N. Baker Street
City* Mount Dora
State* FL
Postal code* 32757-5521 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 352-735-7108

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Jason **Middle** **Last*** Marlar
Contact email address* marlarj@cityofmounddora.com
Phone* 352-735-7108

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Scott Doherty
Phone* 888-764-8888
Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Scott Doherty

Printed name* Scott Doherty

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

1. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Mount Dora

Contract that this form is attached to: State Local Government

For the purposes of this form, “entity” can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	82765635	X	X

Enterprise

Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. ***On the first page of the Enrollment, the following is added after the second paragraph:***

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. ***Section 2a of the Enrollment titled “Order Requirements”, is hereby amended and restated in its entirety with the following:***

- a. **Minimum Order Requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate’s initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. ***Software Assurance renewal.***

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒
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By checking the above box, a new section is added to the Enrollment entitled “Software Assurance Addition.”

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	82765635	11/30/2023

Electronically Submitted

Proposal ID

2642160.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	235	235	1.0	Device Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	235
Windows Desktop	
Windows Enterprise OS Upgrade	235

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	235	0	0	235

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.	
Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Piggyback Agreement with Shelley's Septic Tank, Inc. for Biosolids (Sludge) Stabilization and Disposal Services.

Introduction:

This is a request for Council to approve a piggyback agreement with Shelley's Septic Tank, Inc. for biosolids (sludge) stabilization and disposal services using their current contract with the City of Port Orange.

Discussion:

Shelley's SepticTank, Inc. has served the City of Mount Dora for over ten years, providing a complete sludge removal and disposal service. Shelley's Septic Tank, Inc. currently takes sludge generated by the City wastewater treatment plants and transports the sludge to their facility where it is stabilized and disposed of. Our previous piggyback agreement through a City of Oviedo contract has expired. That expiration necessitates this proposed Port Orange piggyback agreement.

Budget Impact:

This agreement has no budget impact. Sludge collection and disposal is budgeted annually under GL#421-1940-536.34-01.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve a piggyback agreement with Shelley's Septic Tank, Inc. for biosolids (sludge) stabilization and disposal services using their current contract with the City of Port Orange.

Attachment(s):

1. ied Agreement -Shelley's Septic ank -
i s lids reatement and isp sal -1 -
2. Signed Piggyback Agreement w Exhibits - Shelley's Septic

Prepared by:	GEORGE MAREK, Public Works Director	Approved - 3/11/2024
Reviewed by:	GEORGE MAREK, Public Works Director	Approved - 3/11/2024
	Aneta Barton, Budget Director	Approved - 3/11/2024
	City Attorney, City Attorney	Approved - 3/12/2024
	Jeanann Hand, City Clerk	Final Approval - 3/12/2024
	Vince Sandersfeld, Planning and Development Director	

ATTACHMENT #1

CITY OF OVIEDO AGREEMENT FOR BIOSOLIDS (SLUDGE) TREATMENT AND DISPOSAL SERVICES WITH SHELLEY'S SEPTIC TANK, INC., dba SHELLEY'S ENVIRONMENTAL SYSTEMS

THIS AGREEMENT made and entered into the 15th day of August, 2022 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and Shelley's Septic Tank, Inc., dba Shelley's Environmental Systems, whose principal and local address is 6505 West Jones Avenue, Zellwood, Florida 32798 and mailing address is Post Office Box 249, Zellwood, Florida 32798, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) #22-32; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide Biosolids (Sludge) Treatment and Disposal Services, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high-quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to Biosolids (Sludge) Treatment and Disposal Services and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

ATTACHMENT #1

WHEREAS, this Agreement is not subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for Biosolids (Sludge) Treatment and Disposal Services, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the Parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

ATTACHMENT #1

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper's name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS's shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to

ATTACHMENT #1

pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Bid #22-32 and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the

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CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and

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with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the Parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide

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to the CITY a list of employees working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

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(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the

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CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR.

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit A attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

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Finance Department
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a) The initial term of this Agreement shall be for a period of three (3) year(s).

(b) After the initial term, this Agreement shall be automatically renewed on an annual basis for a maximum of two (2) years.

(c) The maximum term for the contract and all renewals is a cumulative term of five (5) years. Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice ninety (90) days prior to the automatic renewal.

SECTION 12: DESIGNATED REPRESENTATIVES.

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(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**City Manager
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

(d) The CONTRACTOR's designated representative is:

**James S. Shelley, Jr.
President
Shelley's Environmental Systems
Post Office Box 249
Zellwood, Florida 32798**

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

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(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days

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of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

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SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

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SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any

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other insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

- \$500,000 Each Accident
- \$500,000 Each Employee
- \$500,000 Policy Limit for Disease

(2) Commercial General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

- \$1,000,000 Bodily Injury & Property Damage - each occurrence
- \$1,000,000 Personal & Advertising Injury - each occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregates limit
- \$ 5,000 Medical Payments
- \$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

SECTION 22: E-VERIFY

In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, Consultant shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subconsultants assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Consultant acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the CITY and remain in the Consultant's project records for review by the CITY as requested. Additionally, Consultant shall certify to the CITY, by affidavit, that the Consultant has verified through the E-verify system the employment status of each

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employee and/or subconsultant assigned to work on the Project. Consultant shall be responsible for including this provision in all its' subcontracts issued on regard to this Contract.

SECTION 23: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this

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Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY 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 CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or

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cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 24: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the

ATTACHMENT #1

public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that 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 term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, 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 this Agreement, 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 this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET.

ATTACHMENT #1

SECTION 25: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 26: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 27: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continuing obligation of the CONTRACTOR.

ATTACHMENT #1

SECTION 28: CONTROLLING LAWS/VENUE/INTERPRETATION.

- (a) This Agreement is to be governed by the laws of the State of Florida.
- (b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.
- (c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 29: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 30: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

- (a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.
- (b) This Agreement may only be amended, supplemented or modified by a formal written amendment.
- (c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

SECTION 31: NOTICES.

ATTACHMENT #1

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

James D. Shelley, Jr.
President
Shelley's Environmental Systems
Post Office Box 249
Zellwood, Florida 32798

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 32: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 33: NO GENERAL CITY OBLIGATION.

ATTACHMENT #1

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 34: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 35: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 36: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 37: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust any alternative dispute resolution

ATTACHMENT #1

procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the Parties. Costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

SECTION 38: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

ATTACHMENT #1

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on this 15th day of August, 2022, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

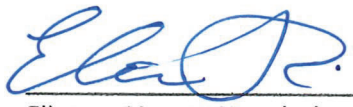


**SHELLEY'S SEPTIC TANK, INC. dba
SHELLEY'S ENVIRONMENTAL SYSTEMS**

By: 
James D. Shelley, Jr., President

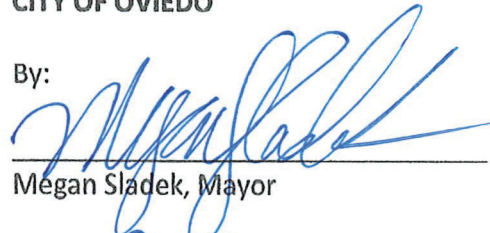
Date: 8/3/22

ATTEST:



Elianne Rivera, City Clerk

CITY OF OVIEDO

By: 
Megan Sladek, Mayor

Date: 8-15-22

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

David Hall
David Hall (Aug 4, 2022 15:47 EDT)

David Hall
Assistant City Attorney

ATTACHMENT #1

Exhibit A

BID PRICE

The City has completed the install of the screw press thickening system and the average range of solids achieved is between 9%-11%.

1. This screw press thickening process yields approximately 360 wet tons per month.

Unit Price for (1% to 11% solids) sludge delivered to site = \$ 55.00 per ton

\$ 55.00 /ton x 4,320 tons per year = \$ 237,600.00 /year

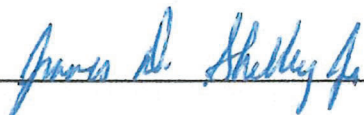
Total Annual Base Bid Price for 4,320 tons = \$ Two Hundred Thirty Seven Thousand

Six Hundred and No/100 Dollars.

(in words)

2. Optional Round-Trip Hauling Fees: \$ 500.00 per pull (includes pick up, transport, drop off, cost of fuel and contractor washing out the can(s).
3. Optional Fuel Surcharge for Hauling: \$ 5.79 per gallon threshold price.
 - a. If threshold price is exceeded: We will address at that time.

Company Name: Shelley's Septic Tank, Inc. Date: 7/26/2022

Signature of Authorized Representative: 

Print name of Authorized Representative: James D. Shelley, Jr.

Current W-9 Form must be returned with your bid

Agreement - Shelley's

Final Audit Report

2022-08-04

Created:	2022-08-04
By:	Brenda Olsen (bolsen@cityofviedo.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY1xvQr7Rjyw46efJCIsMWtIM7NI0iml-

"Agreement - Shelley's" History



Document created by Brenda Olsen (bolsen@cityofviedo.net)

2022-08-04 - 10:56:34 AM GMT



Document emailed to David Hall (dwhall@stenstrom.com) for signature

2022-08-04 - 11:59:21 AM GMT



Email viewed by David Hall (dwhall@stenstrom.com)

2022-08-04 - 1:23:20 PM GMT



Document e-signed by David Hall (dwhall@stenstrom.com)

Signature Date: 2022-08-04 - 7:47:34 PM GMT - Time Source: server



Agreement completed.

2022-08-04 - 7:47:34 PM GMT

**Adobe Acrobat Sign**

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 SHELLEY’S SEPTIC TANK, INC., dba SHELLEY’S ENVIRONMENTAL SYSTEMS, INC., 6505 West Jones Avenue, Zellwood, Florida 32798, 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 utilize the Standard Contract for Services between the City of Port Orange and the CONTRACTOR (the “Underlying Agreement”) dated March 14, 2017, and attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, and Amendment No. 1 to Standard Contract for Services dated December 12, 2023, and attached hereto as **Exhibit “B”** and made a binding part hereof by this reference (collectively, Exhibits “A” and “B” hereinafter referred to as “Cooperative Contract”), which was competitively solicited for and negotiated by the City of Port Orange, Florida through Invitation to Negotiate No. 16-09; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY for the same pricing set forth in the Underlying Agreement dated March 14, 2017, and Amendment No. 1 to Standard Contract for Services dated December 12, 2023; and,

WHEREAS, the City’s prior cooperative contract with the CONTRACTOR, dated June 5, 2018, shall be superseded by this Agreement and shall have no further force or effect as the underlying agreement upon which it is based has been superseded by the Underlying Agreement dated March 14, 2017 and Amendment No. 1 to Standard Contract for Services dated December 12, 2023.

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 through and including March 19, 2026, and is subject to one (1) additional one (1) year renewal. The Agreement may be terminated at any time given at least thirty (30) days written notice to the other party as the address noted in this Agreement.

SECTION 2. **SERVICES AND PRICING.**

The CONTRACTOR will provide services and pricing to the CITY as set forth in Exhibit “A” and Exhibit “B” attached hereto, which consists of the Underlying Agreement, Amendment No. 1 to Standard Contract for Services dated December 12, 2023.

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: Shelley's Septic Tank, Inc.
James D. Shelley, Jr., President
P.O. Box 249
Zellwood, Florida 32798

SECTION 5. APPLICABLE LAW, VENUE, WAIVER OF 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 exclusively lie in state or federal courts having jurisdiction in Lake County, Florida. **The parties hereby knowingly and voluntarily 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 and Exhibit B 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

SHELLEY'S SEPTIC TANK, INC. dba
SHELLEY'S ENVIRONMENTAL
SYSTEMS, INC.

James D. Shelley Jr.

Print: James D. Shelley, Jr.

Title: President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of James D. Shelley, as President of Shelley's Septic Tank, 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 7 day of March, 2024.

(stamp)

Theresa A. Sequera
NOTARY PUBLIC

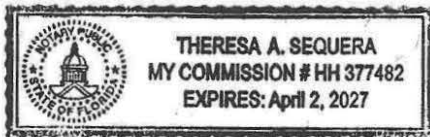


Exhibit “A”
City of Port Orange Standard Contract for Services
With Shelley’s Septic Tank, Inc. dba Shelley’s Environmental Systems, Inc.
Dated March 14, 2017



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 14 day of March, 2017, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and SHELLEY'S SEPTIC TANK, INC. d/b/a/ SHELLEY'S ENVIRONMENTAL SYSTEMS ("Contractor"), a Florida corporation whose principal address is 6505 West Jones Avenue, Zellwood, Florida 32798. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with Biosolids Stabilization and Disposal Services, as more specifically described in Invitation to Negotiate No. 16-09 ("ITN 16-09"), Addendum No. 1, Addendum No. 2 and Addendum No. 3. Copies of ITN 16-09 and all Addendums are available in the office of the City Clerk, 1000 City Center Circle, Port Orange, Florida 32127.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of 10 years (the "Term").

Manner and Place: The work shall be performed as outlined in ITN 16-09, Addendum No 1, Addendum No. 2, and Addendum No 3, in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Orders issued and executed by the City.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of this Contract. The CPI shall be based on rates released in August 2017. The rates shall remain the same, except for CPI adjustments, during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. Contract Administration. The Public Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that 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.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage \$1,000,000 minimum	

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of 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 regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract 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.

15. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

18. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

21. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

22. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

24. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

25. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems
Attention: James D. Shelley, Jr., President
6505 W. Jones Avenue
Zellwood, Florida 32798
(407) 889-8042
RDonohue@ShelleysSeptic.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

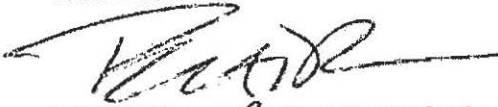
26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

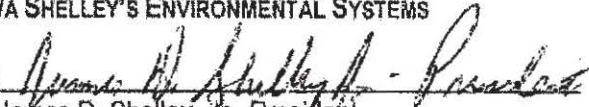


Printed Name: Richard F. Desobry



Printed Name: Martin Smuery

SHELLEY'S SEPTIC TANK, INC.
D/B/A SHELLEY'S ENVIRONMENTAL SYSTEMS

By: 
James D. Shelley, Jr., President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 3/13/17

STATE OF FLORIDA

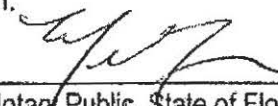
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of March, 2017, by James D. Shelley, Jr. as President of Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, a Florida corporation, and who:

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.




Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

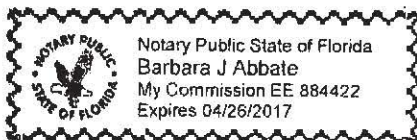
By: 
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 3/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



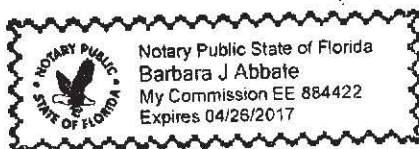
Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Barbara J. Abbate
Printed Name: Barbara J. Abbate

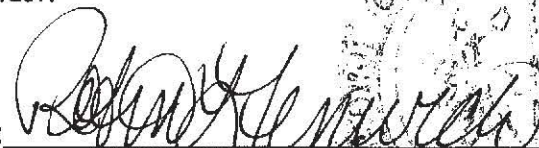
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ATTEST:

By: 
Robin L. Fenwick, CMC, City Clerk

Date: 3/14/17

Exhibit “B”

Amendment No. 1 to Standard Contract for Services dated March 14, 2017
With Shelley’s Septic Tank, Inc. dba Shelley’s Environmental Systems, Inc.
Dated December 12, 2023

AMENDMENT NO. 1
To Standard Contract for Services dated March 14, 2017
Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems

THIS AMENDMENT NO. 1 TO STANDARD CONTRACT FOR SERVICES ("2023 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS, INC.** ("Contractor") a Florida corporation with its principal place of business at 6505 West Jones Avenue, Zellwood, Florida 32798. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Standard Contract for Services ("Contract") on March 14, 2017, pursuant to Invitation to Negotiate No. 16-09 ("ITN 16-09") for Biosolids Stabilization Disposal Services, with a term commencing on March 14, 2017 and continuing for a period of ten (10) years, at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of the Contract; and

WHEREAS, the Parties desire to amend the rate of \$39.95 per wet ton, to \$65.00 per wet ton; and

WHEREAS, the City of Port Orange Mayor has determined that this 2023 Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. Page 1, Paragraph 2, "City Obligations" shall be deleted in its entirety and replaced with the following:

"In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$65.00 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of this Contract. The CPI shall be based on the current rates released by the United States Department of Transportation. The rates shall remain the same, except for adjustments provided for hereinabove, during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended."

3. Contract Construction. This 2023 Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this 2023 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this 2023 Amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect.

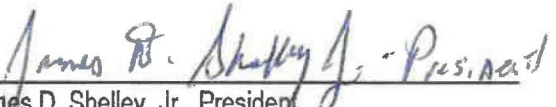
IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2023 Amendment on the day and year stated hereinafter.

Witnesses:


Printed Name: Theresa A. Segura


Printed Name: Richard F. Dondhuc

SHELLEY'S SEPTIC TANK, INC.
d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS

By: 
James D. Shelley, Jr., President

If this Contract is signed by an individual not identified as officer or authorized person of the entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the entity.

Date: 11/28/23

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: _____

12/12/2023



ATTEST:

By: _____

Tracee Cody, FCRM, Deputy City Clerk

Date: _____

12/12/2023



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Piggyback Agreement with Asphalt Paving Systems, Inc. for Pavement Maintenance and Rehabilitation Services

Introduction:

This is a request for Council to approve a piggyback agreement with Asphalt Paving Systems, Inc. for pavement maintenance and rehabilitation services.

Discussion:

The City piggybacked on a Sumter County 2021 contract with Asphalt Paving Systems, Inc. That Sumter County contract expired in 2023. Sumter County elected to enter into a new contract with Asphalt Paving Systems, Inc. at that time with updated pricing. This item is to renew our piggyback relationship under Sumter County's current contract.

The contract includes various categories of asphalt pavement maintenance work, traffic loop replacement, and pavement markings, among other things.

Budget Impact:

No budget impact.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve a piggyback agreement with Asphalt Paving Systems, Inc. for pavement maintenance and rehabilitation services.

Attachment(s):

1. MountDoraExecutedPiggybackAgreement-AsphaltPavingSystems_2022
2. Agreement with City of Mount Dora and Asphalt Paving Signed

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

Approved - 3/11/2024
Approved - 3/11/2024
Approved - 3/12/2024
Final Approval - 3/12/2024

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 ASPHALT PAVING SYSTEMS, INC., 8940 Gall Boulevard, Zephyrhills, Florida 33541, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize the Pavement Maintenance and Rehabilitation Continuing Services Agreement between the Board of Sumter County Commissioners and the CONTRACTOR, dated October 12, 2021, attached hereto as **Composite 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 Board of Sumter County Commissioners through RFP 032-0-2021/RS; and,

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

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

SECTION 1. **TERM.**

The term of this Agreement shall be for a period of two (2) years beginning on the effective date hereof and may be extended for two additional one (1) year renewals.

SECTION 2. **SERVICES AND PRICING.**

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

SECTION 3. **CONTRACT PROVISIONS.**

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

SECTION 4. **NOTICE.**

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

ATTACHMENT #1

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

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

CONTRACTOR: Asphalt Paving Systems, Inc.
8940 Gall Boulevard
Zephyrhills, Florida 33541

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.

ATTACHMENT #1

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:

ATTACHMENT #1

CITY CLERK: JESSICA BURNHAM
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
BURNHAMJ@CITYOFMOUNTDORA.COM

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

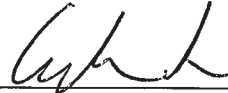
SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

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.

ATTACHMENT #1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 18 day of January, 2022.

CITY OF MOUNT DORA



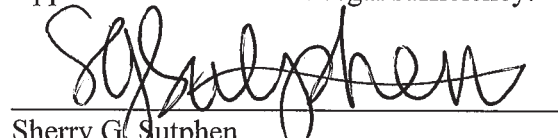
CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:


JESSICA BURNHAM
CITY CLERK

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


Sherry G. Sutphen
City Attorney

ATTACHMENT #1

CONTRACTOR
Asphalt Paving Systems, Inc.

Print: Robert Capoferri

Title: President

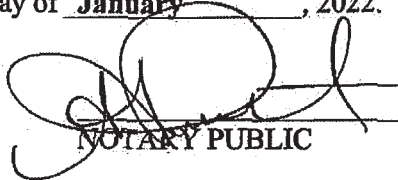
STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Robert Capoferri, as President, of Asphalt Paving Systems, 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 n/a as identification, and who did/did not take an oath this 12th day of January, 2022.

(stamp)



AMANDA REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services


NOTARY PUBLIC

ATTACHMENT #1

Composite Exhibit “A” Cooperative Contract between the Board of Sumter County Commissioner and Asphalt Paving Systems, Inc.

ATTACHMENT #1

PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 12th day of October, 2021, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Blvd., Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for RFP 032-0-2021/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to RFP 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in RFP 032-0-2021/RS.
3. The term of this Agreement shall commence on October 12, 2021 and continue in full force for two years with an additional two (2) – one-year (1) renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fees, attached hereto as Proposal Form A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

ATTACHMENT #1

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that 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 this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or suspension of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
- h. Vendor shall, at all times, carry General Liability, and Worker's Compensation Insurance pursuant to the insurance requirements in RFP 032-0-2021/RS, naming Board as both a certificate holder and an additional insured in each such policy.

ATTACHMENT #1

- i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
 - j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
 - k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.
7. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
8. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
 - a. RFP 032-0-2021/RS
 - b. Vendor's Proposal in Response to RFP 032-0-2021/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Proposal Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
9. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
10. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this

ATTACHMENT #1

Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

11. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

ATTACHMENT #1

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
16. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
17. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
18. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debaring the Vendor from performing services for the County.
19. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
20. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
 - a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation

ATTACHMENT #1

shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.
25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.

ATTACHMENT #1

27. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.
31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD

FOR THE VENDOR

Name: Bradley S. Arnold

Name:

Address: 7375 Powell Road, Wildwood, FL 34785

Address:

Title: County Administrator

Title:

Date: 10/12/21

Date:

ATTACHMENT #1

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.



TEST:

By: Nehssi Elliott D.C.

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Chairman

Date Signed: 10/12/21

ATTEST:

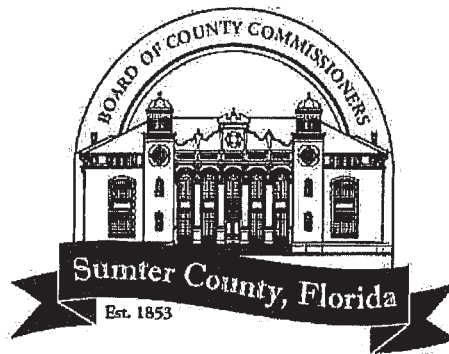
By: [Signature]

ASPHALT PAVING SYSTEMS, INC.

By: Robert Capolera, President

Date Signed: 10-15-2021

REQUEST FOR PROPOSALS
FOR
SUMTER COUNTY
PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING
SERVICES
RFP # 032-0-2021



Board of Sumter County Commissioners
Purchasing Division
319 E. Anderson Avenue
Bushnell, FL 33513

Phone (352) 689-4400 Fax (352) 689-4401

Date of Issue: August 13, 2021

ATTACHMENT #1

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ☒ One (1) original proposal, clearly labeled "Original"
- ☒ Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- ☒ Proposer Certification / Addenda Acknowledgement Form
- ☒ Statement of General Terms and Conditions
- ☒ A sworn, notarized Statement of Contractor's Experience and Personnel
- ☒ A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- ☒ A sworn, notarized Statement of Public Entity Crimes
- ☒ Unit Price Proposal Form A
- ☒ Proposal Form B
- ☒ List of Proposed Sub-Contractors/Supplier – Proposal Form C
- ☒ A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- ☒ Anti-Collusion Statement
- ☒ Hold Harmless Agreement
- ☒ Florida Contractor's License
- ☒ Florida Department of Transportation (FDOT) Pre-Qualifications

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- ☒ Three (3) printed copies of the proposal in its entirety; and one (1) electronic single PDF version not password protected of the original submitted proposal in its entirety.
- ☒ E-Verify Certification Form
- ☒ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the RFP due date.

ATTACHMENT #1

☒ Bid Document Checklist of Items Required to be Submitted

☒ W-9

☒ A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .

- All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: 9/27/2021

I, Robert Capoferri (name), an authorized officer of Asphalt Paving Systems, Inc. (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the RFP document in its entirety.

ATTACHMENT #1

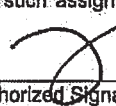
PART 4
PROPOSALS DOCUMENTS

PROPOSALS COVER PAGE

Name of Firm, Entity or Organization: Asphalt Paving Systems, Inc.	
Federal Employer Identification Number (FEIN): 22-3787755	
State of Florida License Number (If Applicable):	
Name of Contact Person: Amanda Reichart	
Title: Contract Administrator	
E-Mail Address: Amandareichertaps@gmail.com/FLEstimating@asphaltpavingsystems.com	
Mailing Address: 8940 Gall Blvd. Zephyrhills, FL 33541	
Street Address (if different): 9021 Wire Rd.	
City, State, Zip: Zephyrhills, FL 33540	
Telephone: 813-788-0010	Fax:
Organizational Structure – Please Check One:	
Corporation ☒ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐	
If Corporation:	
Date of Incorporation: 2/20/2001	State of Incorporation: New Jersey
States Registered in as Foreign Corporation: Florida	
Authorized Signature:	
Print Name: Robert Capoferri	
Signature: 	
Title: President	
Phone: 813-788-0010	
<i>This document must be completed and returned with your Submittal.</i>	

ATTACHMENT #1

PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 319 E. Anderson Avenue Bushnell, Florida, 33513 Phone 352-689-4400 Fax 352-689-4401		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: September 27, 2021		DUE TIME: 9:30 a.m.	
RFP # 032-0-2021/RS			
TITLE: Sumter County Pavement Maintenance and Rehabilitation Continuing Services			
VENDOR NAME: Asphalt Paving Systems, Inc.		PHONE NUMBER: 813-788-0010	
VENDOR MAILING ADDRESS: 8940 Gall Blvd.		FAX NUMBER:	
CITY/STATE/ZIP: Zephyrhills, FL 33541		E-MAIL ADDRESS: FLEstimating@asphaltpavingsystems.com	
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."			
<u>N/A</u> Addendum #	<u>N/A</u> Addendum #	<u>N/A</u> Addendum #	<u>N/A</u> Addendum #
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposal is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."			
Robert Capoferri, President _____ Authorized Agent Name, Title (Print)		 _____ Authorized Signature	
		9/27/2021 _____ Date	
<i>This form must be completed and returned with your Submittal</i>			

STATEMENT OF GENERAL TERMS AND CONDITIONS REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

PUBLIC ENTITY CRIME: 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 Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposal/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses, and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use, resulting therefrom and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for invitation to bid or the Request for Proposals, or Qualifications, or Information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (IBID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer/Bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or its VENDOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by email at www.DemandStar.com (800) 711-1712 or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received; all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submittals; nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals; reserve the right to waive any informalities or irregularities in the examination process; and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Base for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Board's intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Board's representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be rejected and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer/Bidder's expense. Each sample shall be labeled with the Proposer/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

 Robert Capoferri, President
(Signature and Date)

ATTACHMENT #1

*** PLEASE SEE ATTACHED***

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

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Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

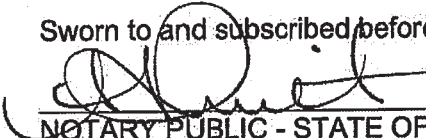
CONTRACTOR'S AFFIDAVIT

State of Florida
County of Pasco

Before me personally appeared Robert Capoferri who is (title) President
of (the company described herein) Asphalt Paving Systems, Inc. being duly sworn, deposes and says
that the foregoing statements are a true and accurate statement of the position of said organization as of
the date thereof, and, that the statements and answers to the foregoing experience questionnaire are
correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of
false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any
pertinent information requested by The Sumter County Board of County Commissioner deemed
necessary to verify the statements made in this application or regarding the ability, standing and general
reputation of the applicant.

Personally Known x or Produced Identification _____

Sworn to and subscribed before me this 27th day of September, 2021



NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Amanda Reichart

(Print Name of Notary Public)

(seal)



AMANDA R. REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded thru Budget Notary Services

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Asphalt Paving Systems, Inc.

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"

Robert Capoferri

Authorized Signature

9/27/21

Date Signed

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 27th day of September, 20 21

Personally known x or Produced Identification _____

(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires January 22, 2022
(seal)



AMANDA REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

ATTACHMENT #1

HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Sumter County Board of County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Asphalt Paving Systems, Inc.
Contractor/Vendor-Print Name
RFP#032-0-2021-Pavment Maintenece &
Rehabilitation Continuing Services
Project Name


Signature Robert Capoferri, President
9/27/2021
Date

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

E-Verify Vendor/Contractor/Subcontractor Certification

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number (see example below) and this E-Verify Certification form. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all County vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Asphalt Paving Systems, Inc.

Authorized signature: _____

Printed name & Title: Robert Capoferri, President

Address: 9021 Wire Road Zephyrhills, FL 33540

Date: 9/27/2021

Telephone Number: 813-788-0010

E-mail address: Amandareichertaps@gmail.com/ FLEstimating@asphaltpavingsystems.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debaring the contract vendor from performing services in any aspect to the County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

E-Verify

Company ID Number: XXXXXX

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-484-4218.

Employer: E-ONE, Inc.

Vendor's Name: _____

Title: _____

Electronically Signed: _____

Date: 03/15/2010

Department of Homeland Security - Verification Division

Name (Please Type or Print): _____

Title: _____

Signature: _____

Date: _____

This document must be completed and returned with your Submittal.

ANTI-COLLUSION STATEMENT

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR. THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: Asphalt Paving Systems, Inc.

[Sign in ink in the space provided below]

SIGNED BY:  Robert Capoferri

TITLE: President

ADDRESS: 9021 Wire Road

CITY & STATE: Zephyrhills, FL 33540

TELEPHONE: 813-788-0010

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP# 032-0-2021
for Pavement Maintenance & Rehabilitation Continuing Services.

2. This sworn statement is submitted by Asphalt Paving Systems, Inc.
(Name of entity submitting sworn statement)

whose business address is:

9021 Wire Road Zephyrhills, FL 33540

Its Federal Employer Identification Number (FEIN) is 22-3787755. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.
6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

ATTACHMENT #1

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature) Robert Capoferri

Sworn to and subscribed before me this 27th day of September, 2021.

Personally Known X

OR produced identification _____

Notary Public – State of FL

My commission expires January 22, 2022

Type of identification produced



AMANDA R REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

(Printed, typed or stamped
Commissioned name of notary public)

This document must be completed and returned with your Submittal

STATEMENT OF "NO PROPOSALS"
RFP # 032-0-2021/RS

If you do not intend to submit a Proposal for this project, please complete and return this form prior to date shown for receipt of Proposals to: Sumter County BOCC, 319 E. Anderson Avenue, Wildwood, Florida 34785. Attn: Mrs. Becky Segrest.

We, the undersigned, have declined to submit a Proposal for your **RFP # 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services** for the following reasons:

- ☐ Specifications are too "tight" (please explain reason below).
- ☐ Insufficient time to respond to Request for Proposals.
- ☐ We do not offer this product/s or equivalent.
- ☐ Remove us from your vendors list for this commodity or service.
- ☐ Our production schedule would not permit us to perform to specifications.
- ☐ Unable to meet specifications.
- ☐ Unable to meet insurance requirements.
- ☐ Specifications unclear (please explain below).
- ☐ Competition restricted by pre-approved owner standards.
- ☐ Other (please explain on separate sheet).

Remarks:

"We understand that if this "No Proposals" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities".

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number: _____ Date: _____

Countywide Pavement Maintenance and Rehabilitation Continuing Services

Unit Price Proposal Form A

The following unit costs shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost. Variable message boards are the one exception to this. Partial bids will be accepted on a per category basis.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are **NOT** required to bid each category, but must provide pricing for **ALL** line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	\$12.50	\$6.50	\$4.25	\$3.45	\$2.95
2"	Sq. Yd.	\$12.50	\$6.50	\$4.50	\$3.70	\$3.15
3"	Sq. Yd.	\$14.50	\$7.25	\$5.25	\$4.50	\$3.75
4"	Sq. Yd.	\$15.75	\$7.75	\$5.75	\$5.15	\$4.50
5"	Sq. Yd.	\$17.75	\$8.00	\$7.00	\$6.25	\$5.25
6"	Sq. Yd.	\$20.00	\$8.25	\$7.25	\$6.75	\$6.00
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport	Cu. Yd.	\$-1.00	\$-1.00	\$-1.00	\$-1.00	\$-1.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		\$92.00	\$43.25	\$33.00	\$28.80	\$23.60
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				\$220.65		

ATTACHMENT #1

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	UNIT	0-100	101-500	501– 1,000	1,001–5,000	Over 5,000
9.5 S.P.	Ton	\$511	\$190	\$140	\$130	\$125
12.5 S.P.	Ton	\$508	\$187	\$137	\$127	\$123
9.5 F.C.	Ton	\$520	\$200	\$154	\$145	\$140
12.5 F.C.	Ton	\$514	\$195	\$152	\$143	\$137
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		\$ 2,053.00	\$772.00	\$583.00	\$545.00	\$527.00
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)				\$4,480.00		
CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)	Sq. Yd.	\$4.35	\$2.80	\$2.49	\$2.49	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	\$5.80	\$4.65	\$4.26	\$4.26	
Triple Chip Seal	Sq. Yd.	\$7.85	\$6.70	\$6.05	\$6.05	
Fog Seal	Sq. Yd.	\$0.75	\$0.55	\$0.55	\$0.55	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		\$18.75	\$14.70	\$13.35	\$13.35	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)				\$60.15		
CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	\$9.70	\$7.55	\$6.65	\$6.65	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		\$9.70	\$7.55	\$6.65	\$6.65	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				\$30.55		

ATTACHMENT #1

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	\$5.45	\$4.85	\$4.30	\$4.30	
Single Micro	Sq. Yd.	\$3.30	\$3.05	\$2.83	\$2.83	
Rut Filling (Leveling)	Ton	\$225.00	\$225.00	\$225.00	\$225.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		\$ 233.75	\$232.90	\$232.13	\$232.13	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				\$930.91		
CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.	\$10.20	\$8.10	\$7.20	\$6.10	
Cement - Cement Treated Base	Ton	\$165	\$165	\$165	\$165	
Asphaltic Cement - Foamed Asphalt Base	Gallon	\$6.00	\$6.00	\$6.00	\$6.00	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	\$2.50	\$2.50	\$2.50	\$2.50	
Added Rap or Aggregates	Ton	\$30.00				
Shoulder Rework	LF	\$2.25				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	\$40.00				
General Use Optional Base Material	Cu. Yd.	\$30.00				
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		\$285.95	\$181.60	\$180.70	\$179.60	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				\$827.85		

ATTACHMENT #1

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	N/B	N/B	N/B	N/B	N/B
Test Core Removal	Each	N/B	N/B	N/B	N/B	N/B
Test Core Laboratory Analysis-	Each	N/B	N/B	N/B	N/B	N/B
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	N/B	N/B	N/B	N/B	N/B
Field Core Removal	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis - Viscosity	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	N/B	N/B	N/B	N/B	N/B
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		N/B	N/B	N/B	N/B	N/B
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				\$ N/B		
CATEGORY H - CRACK SEALING PER TASK ORDER	UNIT	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant	Gallon	\$50	\$45	\$35	\$35	\$35
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		\$50	\$45	\$35	\$35	\$35
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				\$200.00		

ATTACHMENT #1

CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	\$4,000				
Type B (FDOT Item # 660-2-102)	Each	\$4,000				
Type F (FDOT Item # 660-2-106)	Each	\$4,500				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$4,750				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		\$ 17,250.00				
CATEGORY J - SODDING PER TASK ORDER	UNIT					
Sod	Sq. Yd.	\$4.50				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		\$ 4.50				
CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	UNIT					
Variable Message Board	PER BOARD PER DAY	\$50.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		\$ 50.00				

ATTACHMENT #1

CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	\$3,220	\$5,405	
	6"	GM	\$3,680	\$5,980	
	8"	LF	\$0.70	\$1.75	
	12"	LF	\$4.60	\$5.75	
	18"	LF	\$6.90	\$6.90	
	24"	LF	\$9.20	\$11.50	
L-2	White – Skip				
	4"	GM	\$1,150	\$1,725	
	6"	GM	\$1,380	\$2,300	
L-3	Yellow – Solid				
	4"	GM	\$3,220	\$5,405	
	6"	GM	\$3,680	\$5,980	
	8"	LF	\$0.70	\$1.75	
	12"	LF	\$3.45	\$4.60	
	18"	LF	\$5.20	\$6.90	
L-4	Yellow – Skip				
	4"	GM	\$1,150	\$1,725	
	6"	GM	\$1,380	\$2,300	
L-5	Yellow – Double				
	4"	GM	\$4,600	\$10,810	
	6"	GM	\$5,060	\$11,500	

ATTACHMENT #1

L-6	Audible and Vibratory Pavement Markings				
	Yellow – Skip 4"	GM	\$9,430	\$9,430	
	Yellow – Skip 6"	GM	\$9,430	\$9,430	
	White – Solid 4"	GM	\$9,430	\$9,430	
	White – Solid 6"	GM	\$9,430	\$9,430	
L-7	Legends				
	"STOP"	EA	\$115	\$230	
	"R X R" (Includes 6" white)	EA	\$230	\$403	
	"ONLY"	EA	\$150	\$230	
	"LANE"		\$150	\$230	
	"MERGE"	EA	\$140	\$288	
	"SCHOOL"	EA	\$175	\$325	
	"AHEAD"	EA	\$165	\$300	
	" Visitor"	EA	\$140	\$288	
	"Resident"	EA	\$140	\$288	
	"Path"	EA	\$115	\$230	
L-7	Markings				
	TURN AND THROUGH LANE TURN ARROW	EA	\$175	\$250	
	THROUGH LANE USE ARROW	EA	\$175	\$250	
	TURN LANE USE ARROW	EA	\$175	\$250	
	BIKE OR CART	EA	\$150	\$225	
	BIKE ARROW	EA	\$150	\$225	
	YIELD TRIANGLES	EA	\$150	\$225	
L-8	Reflective Pavement Markers				
	Bi-Directional, Amber	EA	\$5.00	\$5.00	
	Mono-Directional Colorless	EA	\$5.00	\$5.00	
	Bi-Directional, White/Red	EA	\$5.00	\$5.00	

ATTACHMENT #1

L-9	Miscellaneous				
	Removal of Existing Marking	SF			\$2.90
	Preform Thermoplastic 12"	LF			\$9.20
	Preform Thermoplastic 24"	LF			\$18.40
	Off Duty Law Enforcement Officer	HR			\$75.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			\$68,745.75	\$95,141.15	\$105.50
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)				\$164,203.40	

SHADED NOT APPLICABLE

Countywide Pavement Maintenance and Rehabilitation Continuing Services

Proposal Form B

PROPOSAL OF

Asphalt Paving Systems, Inc.

Full Legal Company Name

9021 Wire Road Zephyrhills, FL 33540

Mailing Address

813-788-0010

Telephone Number

813-788-0020

Fax Number

Proposers: Having become familiar with requirements of the project, and having carefully examined the Proposal Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Continuing Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Proposal summarized as follows:

The following total unit costs (from the unit price proposal) shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost for any locations within Sumter County. Partial proposals will be accepted on a per category basis. Proposers are **NOT** required to propose each category, but must provide pricing for ALL line items listed in those categories on the unit price proposal for which the proposer is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Continuing Services

CATEGORY A TOTAL UNIT PRICING: \$ 220.65
(From the unit price proposal) Amount Written in Numerals

Two Hundred Twenty Dollars and Sixty Five cents /100
Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: \$ 4,480.00
(From the unit price proposal) Amount Written in Numerals

Four Thousand Four Hundred Eighty Dollars and no Cents /100
Amount Written in Words

ATTACHMENT #1

CATEGORY C TOTAL UNIT PRICING: \$ 60.15

(From the unit price proposal)

Amount Written in Numerals

Sixty Dollars and Fifteen Cents

/100

Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: \$ 30.55

(From the unit price proposal)

Amount Written in Numerals

Thirty Dollars and Fifty Five Cents

/100

Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: \$ 930.91

(From the unit price proposal)

Amount Written in Numerals

Nine Hundred Thirty Dollars and Ninty One Cents

/100

Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: \$ 827.85

(From the unit price proposal)

Amount Written in Numerals

Eight Hundred Twenty Seven dollars and Eighty Five cents

/100

Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: \$ N/B

(From the unit price proposal)

Amount Written in Numerals

N/B

/100

Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: \$ 200.00

(From the unit price proposal)

Amount Written in Numerals

Two Hundred dollars and No cents

/100

Amount Written in Words

ATTACHMENT #1

CATEGORY I TOTAL UNIT PRICING: \$ 17,250.00
(From the unit price proposal) Amount Written in Numerals

Seventeen Thousand Two Hundred Fifty Dollars and No Cents /100
Amount Written in Words

CATEGORY J TOTAL UNIT PRICING: \$ 4.50
(From the unit price proposal) Amount Written in Numerals

Four Dollars and Fifty Cents /100
Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: \$ 50.00
(From the unit price proposal) Amount Written in Numerals

Fifty Dollars and no cents /100
Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: \$ 164,203.40
(From the unit price proposal) Amount Written in Numerals

One Hundred Sixty Four Thousand Two Hundred and Three Dollars and Forty Cents /100
Amount Written in Words

Each Proposer shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Proposal", and deem the Proposer nonresponsive to the requirements of the Proposal.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period. Any approved annual rate adjustments shall take effect with the first task order issued after the renewal period. Additional Unit Price items not included on the official proposal form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis. The only time adjustments are allowed are during the renewal period.

Note: The listing order of proposal items reflects a construction sequence in general terms for proposal purposes only and is not a specific construction schedule. **Sumter County reserves the right to award a contract to more than one proposer.**

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

PROPOSAL FORM C

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work.

The proposer shall attach a copy of each current license and/or FDOT pre-qualification letters for the Sub-Contractor(s) listed below to this form.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Fausnight Stripe and Line, Inc.	Striping	Phil Fausnight	PH: 407-261-5446 EMAIL: phil@fausnight.com



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

9/24/2021 11:17:16 AM EST

[Return to Inquiry Menu](#)

Contractor with Name FAUSNIGHT STRIPE AND LINE, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS	
FAUSNIGHT STRIPE AND LINE, INC. F592556096003 EXPIRES: 11/30/2021	910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446	910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446	
WORK CLASSES			
PAVEMENT MARKING		ROADWAY SIGNING	

ATTACHMENT #1



FLORIDA DEPARTMENT OF TRANSPORTATION

Report Technical Problems to the Service Desk @ 1-866-955-4357 or email:
[Service Desk](#)

Send Prequalification Questions or Comments to [Contracts Administration Office](#)

March 19, 2024 City Council Regular Session Agenda Packet [Internet Privacy Policy](#), [Disclaimers & Credits](#)



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: Joseph J. Meola, CIC, CRM	FAX (A/C, No): 609 567-2824
	PHONE (A/C, No, Ext): 609 561-4161	E-MAIL ADDRESS: cmoresco@mckeerisk.com
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Starr Indemnity & Liability Company	NAIC # 38318
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	1000025864211	04/01/2021	04/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY		1000008480211	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		1000586980211	04/01/2021	04/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	1000004574	04/01/2021	04/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

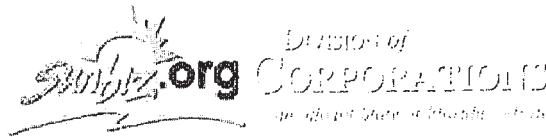


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ATTACHMENT #1

Florida Department of State

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail by Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

Filing Information

Document Number	F09000004816
FEI/EIN Number	22-3787755
Date Filed	12/04/2009
State	NJ
Status	ACTIVE

Principal Address

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

Mailing Address

P.O. BOX 530
HAMMONTON, NJ 08037

Registered Agent Name & Address

Capoferri, Robert, President
9021 Wire Road
Zephyrhills, FL 33540

Name Changed: 03/28/2016

Address Changed: 03/28/2016

Officer/Director Detail

Name & Address

Title PVPT

CAPOFERRI, ROBERT
2561 AQUA VISTA BOULEVARD
FT LAUDERDALE, FL 33301

Title S

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary

ATTACHMENT #1

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Title Asst. Treasurer

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Annual Reports

Report Year	Filed Date
2016	01/30/2016
2017	01/19/2017
2018	02/13/2018

Document Images

02/13/2018 -- ANNUAL REPORT	View image in PDF format
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12/04/2009 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

ATTACHMENT #1

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Asphalt Paving Systems, Inc.	
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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 530	Requester's name and address (optional)
6 City, state, and ZIP code Hammonton, NJ 08037	
7 List account number(s) here (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.

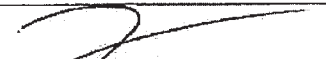
Social security number									
			-				-		
or									
Employer identification number									
2	2	-	3	7	8	7	7	5	5

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 ▶ 9/24/2021
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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.



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

7/24/2020 10:18:49 AM E

[Return to Inquiry Menu](#)

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2021	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010
WORK CLASSES		
DRAINAGE	FLEXIBLE PAVING	
GRADING	HOT PLANT-MIXED BITUM. COURSES	
* JOINT AND CRACK SEALING		

ATTACHMENT #1



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)
Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy](#), [Disclaimers & Credits](#)



Company ID Number: 1215880

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Asphalt Paving Systems Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1215880

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Asphalt Paving Systems Inc	
Name (Please Type or Print) Steven G Plummer	Title
Signature Electronically Signed	Date 07/22/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/22/2017

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Asphalt Paving Systems Inc
Company Facility Address	500 N Egg Harbor Road Hammonton, NJ 08037
Company Alternate Address	P.O. Box 530 Hammonton, NJ 08037
County or Parish	ATLANTIC
Employer Identification Number	223787755
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
NEW JERSEY	1 site(s)



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Michelle Donio
Phone Number (609) 561 - 4161 ext. 207
Fax Number (609) 567 - 2824
Email Address mdonio@asphaltpavingsystems.com

Name Tammi Massey
Phone Number (609) 561 - 4161 ext. 214
Fax Number (609) 567 - 2824
Email Address tmassey@asphaltpavingsystems.com

Name Steven G Plummer
Phone Number (609) 561 - 4161 ext. 215
Fax Number (609) 567 - 2824
Email Address steve.plummer@comcast.net



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ATTACHMENT #1

Paving References

Asphalt Paving Systems, Inc.

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Michael Silvery
Address	4454 Grand Blvd. New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	msilvey@pascocountyfl.net
Project Description	Little Road; Milling and Paving
Date & Amount	January 2021 \$ 2,012,572.09
Project Name	Gulfport Resurfacing
Owner	City of Gulfport
Contact	Kendrix Anderson
Address	2401 53rd Street South Gulfport, FL 33707
Telephone Number	727-893-1083
Email:	Kanderson@mygulfport.us
Project Description	Milling and Paving
Date & Amount	January 2021 \$ 371,000.00
Project Name	Street Rehabilitation
Owner	City of St. Pete Beach
Contact	Brett Warner
Address	155 Corey Avenue St. Pete Beach, FL 33706
Telephone Number	727-363-9254
Email:	N/A
Project Description	Milling and Paving
Date & Amount	January 2021 \$ 905,428.30
Project Name	Bid No. 20-062; Roadway Surfacing, Recontruction and Preservation
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestranglec@stlucieco.org
Project Description	FDR, Chip Seal, and Mill & Paving
Date & Amount	January 2021 \$ 1,522,454.01

ATTACHMENT #1

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Email	sleblanc@ci.zephyrhills.fl.us
Project Description	Mill, Paving, Micro and Chip Seal
Date & Amount	1/1/2019 \$391,557.40

ATTACHMENT #1

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name	City of Palm Bay Eldron Unit 41/
Owner	City of Palm Bay (VA Paving Was Prime Contractor)
Contact	Hector Franco
Address	120 Malabar Road SE
	Palm Bay, FL 32907
Telephone Number	321-952-3400
Project Description	FDR (Cement & Emulsion)
Date & Amount	10/1/2019 \$1,071,501.05

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing (Term)
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestranglec@stlucieco.org
Project Description	FDR (Cement & Emulsion)
Date	7/5/16 - 12/31/2019

Project Name	CR-278 (Peacock Rd) Anderson Columbia was prime contractor
Owner	Jackson County
Address	2864 Madison Street
	Marianna, FL 32448
Telephone Number	850-482-9677 (Jackson County)
Contact	Kevin Buchanan (Anderson Columbia)
Email:	Kkevinb@andersoncolumbia.com
Project Description	FDR (Cement & Emulsion)
Date & Amount	Jan. 2020 \$350,000

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	efigueroa@pascocountyfl.net
Project Description	FDR (Cement & Emulsion)
Date & Amount	9/30/17 - 12/31/2018 \$5,000,000

ATTACHMENT #1

Project Name	Full Depth Reclamation Project
Owner	City of Dunedin
Contact	
Address	737 Loudon Avenue, 2nd Floor
	Dunedin, FL 34697
Telephone Number	727-298-3208
Project Description	FDR (Cement & Emulsion)
Date	Sep. 2019

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Email:	KatiaDelgado@polk-county.net
Project Description	FDR (Cement & Emulsion)
Date	5/30/17 - 12/31/2018

Project Name	Piggyback of Polk Co. Pavement Alternative Methods (term contract)
Owner	City of St Cloud
Contact	Dianna Rawleigh
Address	1300 9th Street
	St Cloud FL
Telephone Number	407-957-7103
Project Description	FDR (Cement & Emulsion) Nolte Rd
Date & Amount	4/1/2018 \$ 1,450,255.00
Email:	dianna.rawleigh@stcloud.org

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Email:	bruce.black@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	2019-2020 \$2,000,000

ATTACHMENT #1

Cold-in-Place Recycling References

Project Name	Cold In Place Bituminous Base Recycling with Asphalt Resurfacing
Owner	Orange County
Contact	Eddy Quinn
Address	4200 S John Young Pkwy
	Orlando, FL 32839
Telephone Number	407-836-7960
Project Description	CIR
Date & Amount	5/30/17 -2019 \$3,391,350.00
	Edward.Quinn@ocfl.net

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Clay Gully Rd
Date & Amount	2019

Project Name	2015-2016 Annual Asphalt Pavement Rehabilitation
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Project Description	FDR / CIR / MICRO / CRACK SEAL
Date & Amount	9/30/17 -2019 \$5,000,000

Project Name	
Owner	Seminole County
Contact	Calvin Landers
Address	100 E. 1st Street
	Sanford, FL 32771
Telephone Number	407-665-2332
Project Description	CIR Lake Markham Rd
Date & Amount	4/1/2018 \$601,660.00
	clanders02@seminolecountyfl.gov

Project Name	Lakewood Ranch Blvd CIR / AJAX
Owner	Manatee County

ATTACHMENT #1

Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Lakewood Ranch Blvd
Date & Amount	3/14/2019 \$728,042.00

ATTACHMENT #1

Chip References

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	Chip
Date & Amount	

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Project Description	MICRO / CRACK SEAL / FDR / CHIP
Date & Amount	7/5/16 - \$325,074.00

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR
Date & Amount	5/30/17 - \$3,000,000

Project Name	Annual Resurfacing FY 16-17
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	MICRO / SP 9.5 / CHIP
Date & Amount	2/1/16 - \$249,987.50

Project Name	
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square

ATTACHMENT #1

	Kissimmee, FL 34741
Telephone Number	407-742-7522
Project Description	CHIP / FOG/MICRO
Date & Amount	
Email	Shane.King@Osceola.org

Project Name	2016 Street Resurfacing Project
Owner	City of Davenport
Contact	Darryl Koon
Address	1 South Allapaha Avenue
	Davenport, FL 33836
Telephone Number	863-419-3300
Project Description	CHIP
Date & Amount	10/30/16 - \$250,022.90
Email	

Project Name	Chip Seal Bid No. 15-601
Owner	Nassau County
Contact	David Hern
Address	37356 Pea Farm Road
	Hilliard, FL 32046
Telephone Number	904-530-6175
Project Description	CHIP / FOG
Date & Amount	8/10/2017 - \$120,000.00
Email	Dhern@nassaucountyfl.com

Project Name	RFB RD 95-15 Pavement Preservation
Owner	Okaloosa County
Contact	Bryan Moore
Address	302 N. Wilson Street, Suite 203
	Crestview, FL 32526
Telephone Number	850-689-5772
Project Description	CHIP / MICRO / CRACK SEAL
Date & Amount	7/1/16 - \$174,108.80
Email	bmoore@co.okaloosa.fl.us

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Project Description	Chip

ATTACHMENT #1

Date & Amount

2019

ATTACHMENT #1

Micro Surfacing & Crack Seal References

1.

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Project Description	MICRO / CRACK SEAL / FDR / CHIP
Date	7/5/16 - Current
Email	lestranglec@stlucieco.org

2.

Project Name	Annual Micro Surfacing
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square
	Kissimmee, FL 34741
Telephone Number	407-742-7522
Project Description	CHIP / FOG/MICRO
Date	2019-2020
Email	Shane.King@Osceola.org

3.

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	MICRO / SP 9.5 / CHIP/CAPE SEAL
Date	Jan-19
Email	sleblanc@ci.zephyrhills.fl.us

5.

Project Name	2017 Roadway Resurfacing and Striping
Owner	City of Seminole
Contact	Jeremy Hockenbury
Address	9199 113th Street N
	Seminole, FL 33772
Telephone Number	727-397-6383
Project Description	MICRO / CRACK SEAL / SP 9.5
Date & Amount	7/1/17 - \$155,000
Email	jhockenbury@myseminole.com

ATTACHMENT #1

6. Project Name Annual Microsurfacing Project
Owner City of Ft. Lauderdale
Contact Barbara Howell
Address 100 N. Andrews Avenue
Fort Lauderdale
Telephone Number 954-828-4505
Project Description MICRO / CRACK SEAL
Date December 5th 2017-2019
Email bhowell@fortlauderdale.gov
7. Project Name Annual Pavement Preservation Treatments
Owner City of Lakeland
Contact Troy McCain
Address 407 Fairway Drive
Lakeland, FL 33801
Telephone Number 863-834-3306
Project Description MICRO / CRACK SEAL
Date & Amount Jan-19
Email troy.mccain@lakelandgov.net
8. Project Name Pavement Alternative Methods (term contract)
Owner Polk County
Contact Katia Delgado
Address 300 Sheffield Road
Winter Haven, FL 33880
Telephone Number 863-393-4114
Project Description CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL
Date & Amount 5/30/17 -2019 \$3,000,000
Email KatiaDelgado@polk-county.net
9. Project Name RFB RD 95-15 Pavement Preservation
Owner Okaloosa County
Contact Bryan Moore
Address 302 N. Wilson Street, Suite 203
Crestview, FL 32526
Telephone Number 850-689-5772
Project Description CHIP / MICRO / CRACK SEAL
Date Apr-19
Email bmoore@co.okaloosa.fl.us
10. Project Name Yearly Road Building Services
Owner Manatee County
Contact Brian Martineau

ATTACHMENT #1

Address	1026 26th Avenue E Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	Micro-surfacing/ Chip Seal
Date & Amount	3/1/16 -2019 \$850,000.00
Email	brian.martineau@mymanatee.org

11	Project Name	Asphalt Pavement Preservation
	Owner	City of Jacksonville
	Contact	Janet Duffy
	Address	6455 Powers Ave Jacksonville, FL 32217
	Telephone Number	904-733-1478
	Project Description	Micro-surfacing
	Date	FY 2018-2019
	Email	jduffy@eismanrusso.com

12	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	FY 2018-2019
	Email	arturo.sivilla@talgov.com

13	Project Name	Michigan Blvd. Reclamation Project
	Owner	City of Dunedin
	Contact	
	Address	737 Loudon Avenue, 2nd Floor Dunedin, FL 34697
	Telephone Number	727-298-3208
	Project Description	FDR / SP 9.5/Micro
	Date & Amount	2018

14	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019

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 ASPHALT PAVING SYSTEMS, INC., 8940 Gall Boulevard, Zephyrhills, Florida, 33541, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest utilize the Paving and Rehabilitation Continuing Services Agreement between the Board of Commissioners for Sumter County, Florida, and the CONTRACTOR (the “Underlying Agreement”), dated November 14, 2023, and 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 Sumter County, Florida through Invitation to Bid – ITB# 045-0-2023/RS; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY for the same pricing set forth in the Underlying Agreement; and,

WHEREAS, the City’s prior cooperative contract with the CONTRACTOR, dated January 18, 2022, shall be superseded by this Agreement and shall have no further force or effect as the underlying agreement upon which it is based has been superseded by the Underlying Agreement dated November 14, 2023.

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 through and including March 19, 2026, and is subject to two (2) additional one (1) year renewals. The Agreement may be terminated at any time given at least thirty (30) days written notice to the other party as the address noted in this Agreement.

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 Agreement and its exhibits, including pricing.

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: Asphalt Paving Systems, Inc.
C/o Robert Capoferri
8940 Gall Blvd.
Zephyrhills, FL 33541

SECTION 5. APPLICABLE LAW, VENUE, WAIVER OF 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 exclusively lie in state or federal courts having jurisdiction in Lake County, Florida. **The parties hereby knowingly and voluntarily 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

ASPHALT PAVING SYSTEMS, INC.



Print: Robert Capoferri

Title: President

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Robert Capoferri, as President of Asphalt Paving Systems, 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 4th day of March, 2024.

(stamp)



MARY E. FREGOSO
Commission # HH 356687
Expires January 31, 2027

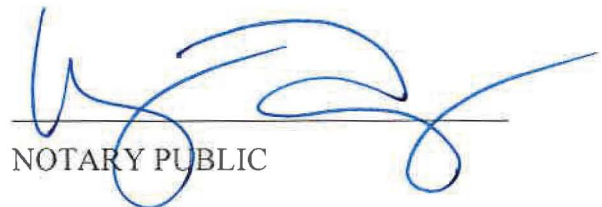

NOTARY PUBLIC

Exhibit “A”
Cooperative Contract between the
Sumter County Board of County Commissioners and
Asphalt Paving, Inc.

EXHIBIT "A"

SUMTER COUNTY COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 14th day of November, 2023, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Boulevard, Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for ITB 045-0-2023/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to ITB 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in ITB 045-0-2023/RS.
3. The term of this Agreement shall commence on November 14, 2023 and continue full force for two years with an additional two (2) – one year renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
1. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fee Schedule, attached hereto as Exhibit A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the

EXHIBIT "A"

Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

- a. For construction services progress payments, 5 percent (5%) of the payment will be withheld.

2. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that 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 this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**

EXHIBIT "A"

- h. Vendor shall, at all times, carry General Liability, Automobile and Worker' s Compensation Insurance pursuant to the insurance requirements in ITB 045-0-2023/RS, naming Board as both a certificate holder and an additional insured in each such policy.
 - i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
 - j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
 - k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.
- 3. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
- 4. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
 - a. ITB 045-0-2023/RS
 - b. Vendor' s Bid in Response to ITB 045-0-2023/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Bid Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
- 5. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
- 6. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board' s personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker' s compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's

EXHIBIT "A"

compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

7. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
8. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
9. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not

EXHIBIT "A"

subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

10. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
11. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
12. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
13. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
14. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debaring the Vendor from performing services for the County.
15. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
16. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
 - a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional

EXHIBIT "A"

assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

EXHIBIT "A"

25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.
27. **Survivability.** Any provision of this Agreement, which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.
31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

EXHIBIT "A"

FOR THE BOARD

FOR THE VENDOR Asphalt Paving Systems, Inc.

Name: Bradley S. Arnold

Name: Robert Capoferri

Address: 7375 Powell Road, Wildwood, FL 34785

Address: 8940 Gail Blvd, Zephyrhills, FL 33541

Title: County Administrator

Title: President

Date: _____

Date: 11/3/2023

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.



ATTEST:

By: *Carminette Jellig D.C.*

SUMTER COUNTY

BOARD OF COUNTY COMMISSIONERS

By: *Craig H. Estep*

Date Signed: 11/14/23

ATTEST:

By: *Kenneth Messina*

Kenneth Messina / Secretary

ASPHALT PAVING SYSTEMS, INC.

By: *Robert Capoferri*

Date Signed: 11/3/2023

EXHIBIT "A"

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EXHIBIT A Bid Form

Telephone: (352) 689-4400
Fax: (352) 689-4401

Re: **ITB 045-0-2023/RS COUNTYWIDE PAVEMENT MAINTENANCE AND
REHABILITATION SERVICES**

1. Having carefully examined the ITB for the project listed above:

And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for:

ITB 045-0-2023/RS

2. In submitting this Bid, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any, and all bids.
3. The Vendor hereby acknowledges the receipt of None Addenda issued during the bid period and certifies their inclusion in the bid. (Indicate "NONE" if no addendums were received).
4. All Requests for Information (RFI's) will be sent to Jackie Valdez for response.

Date: 10/27/2023

Asphalt Paving Systems, Inc.

Vendor

By: [Signature] Robert Capoferri / President

Title: President

Telephone: (813) 788-0010

Address: 8940 Gall Blvd
Zephyrhills, FL 33541

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Countywide Pavement Maintenance and Rehabilitation Services Unit Price Bid

The following unit costs shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	\$13.75	\$7.15	\$4.25	\$3.75	\$3.25
1.5"	Sq. Yd.	\$13.75	\$7.15	\$4.25	\$3.75	\$3.25
2"	Sq. Yd.	\$14.25	\$7.90	\$4.99	\$3.99	\$3.55
2.5"	Sq. Yd.	\$14.25	\$7.90	\$4.99	\$3.99	\$3.55
3"	Sq. Yd.	\$15.95	\$7.99	\$5.65	\$4.85	\$4.25
4"	Sq. Yd.	\$16.95	\$8.25	\$6.20	\$5.50	\$5.15
5"	Sq. Yd.	\$18.25	\$8.60	\$7.50	\$5.95	\$5.50
6"	Sq. Yd.	\$21.25	\$8.99	\$7.95	\$6.75	\$6.25
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport (Beyond first 25 truck loads)	Cu. Yd.	-\$1.00	-\$1.00	-\$1.00	-\$1.00	-\$1.00
	UNIT	0 – 10 (Miles)	<10 – 20 (Miles)	<20 – 30 (Miles)	Over 30 (Miles)	

EXHIBIT "A"

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First 25 Truck Loads of Millings to be delivered to County Facility	Hauling Compensation/Mile From Work Site Location to County Facility back to Work site location	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		\$132.40	\$67.93	\$49.78	\$42.53	\$38.75
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				\$331.39		

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	UNIT	0-100	101-500	501– 1,000	1,001–5,000	Over 5,000
9.5 S.P. Traffic Level C	Ton	\$781.57	\$251.86	\$188.29	\$179.77	\$171.62
12.5 S.P. Traffic Level C	Ton	\$781.57	\$251.86	\$188.29	\$179.77	\$171.62
9.5 F.C. Traffic Level C	Ton	\$801.57	\$271.86	\$208.29	\$199.77	\$191.62
12.5 F.C. Traffic Level C	Ton	\$801.57	\$271.86	\$208.29	\$199.77	\$191.62
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		\$3,166.28	\$1,047.44	\$793.16	\$759.08	\$726.48
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)				\$6,492.44		
CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)	Sq. Yd.	\$4.16	\$3.51	\$3.31	\$3.31	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	\$6.82	\$6.16	\$5.96	\$5.96	
Triple Chip Seal	Sq. Yd.	\$9.83	\$8.95	\$8.30	\$8.30	
Fog Seal	Sq. Yd.	\$ 0.70	\$ 0.70	\$ 0.70	\$ 0.70	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		\$21.51	\$19.32	\$18.27	\$18.27	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)				\$77.37		

EXHIBIT "A"

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CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	\$ 12.06	\$ 10.67	\$ 10.21	\$ 10.21	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		\$12.06	\$10.67	\$10.21	\$10.21	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				\$43.15		

EXHIBIT "A"

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CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	\$ 7.90	\$7.16	\$6.90	\$6.90	
Single Micro	Sq. Yd.	\$5.99	\$5.25	\$4.99	\$4.99	
Rut Filling (Leveling)	Ton	\$436.00	\$436.00	\$436.00	\$436.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		\$449.89	\$448.41	\$447.89	\$447.89	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				\$1,794.08		
CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.	\$13.32	\$10.21	\$9.63	\$9.09	
Cement - Cement Treated Base	Ton	\$245.00	\$245.00	\$245.00	\$245.00	
Asphaltic Cement - Foamed Asphalt Base	Gallon	\$4.75	\$4.75	\$4.75	\$4.75	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	\$3.64	\$3.64	\$3.64	\$3.64	
Added Rap or Aggregates	Ton	\$45.00				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	\$40.00				
General Use Optional Base Material	Cu. Yd.	\$45.00				
	UNIT	0' – 4' (width)	<4' to 6' (width)	<6' to 10' (width)	<10' (width)	
Shoulder Rework	LF	\$2.25	\$2.75	\$3.25	\$3.75	
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		\$398.96	\$266.35	\$266.27	\$266.23	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				\$1,197.81		

EXHIBIT "A"

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CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	\$	\$	\$	\$	\$
Test Core Removal	Each	\$	\$	\$	\$	\$
Test Core Laboratory Analysis-	Each	\$	\$	\$	\$	\$
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	\$	\$	\$	\$	\$
Field Core Removal	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis - Viscosity	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	\$	\$	\$	\$	\$
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	\$	\$	\$	\$	\$
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		\$	\$	\$	\$	\$
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				NO BID \$		
CATEGORY H - CRACK SEALING PER TASK ORDER	UNIT	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant	Gallon	\$45.00	\$40.00	\$35.00	\$33.00	\$30.00
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		\$45.00	\$40.00	\$35.00	\$33.00	\$30.00
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				\$183.00		

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CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	\$4,500.00				
Type B (FDOT Item # 660-2-102)	Each	\$4,500.00				
Type F (FDOT Item # 660-2-106)	Each	\$5,000.00				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$6,000.00				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		\$20,000.00				
CATEGORY J - SODDING PER TASK ORDER	UNIT					
Performance Turf Sod	Sq. Yd.	\$4.50				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		\$4.50				
CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	UNIT					
Variable Message Board	PER BOARD PER DAY	\$ 32.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		\$32.00				

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CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	\$ 3,335.00	\$ 5,635.00	
	6"	GM	\$ 3,910.00	\$ 6,325.00	
	8"	LF	\$ 0.75	\$ 1.84	
	12"	LF	\$ 4.83	\$ 6.04	
	18"	LF	\$ 7.25	\$ 7.25	
	24"	LF	\$ 9.66	\$ 12.08	
L-2	White – Skip				
	4"	GM	\$ 1,207.50	\$ 1,811.25	
	6"	GM	\$ 1,449.00	\$ 2,415.00	
L-3	Yellow – Solid				
	4"	GM	\$ 3,381.00	\$ 5,675.25	
	6"	GM	\$ 3,864.00	\$ 6,325.00	
	8"	LF	\$ 0.75	\$ 1.84	
	12"	LF	\$ 3.62	\$ 4.83	
	18"	LF	\$ 5.41	\$ 7.25	
L-4	Yellow – Skip				
	4"	GM	\$ 1,207.50	\$ 1,811.25	
	6"	GM	\$ 1,449.00	\$ 2,415.00	
L-5	Yellow – Double				
	4"	GM	\$ 4,830.00	\$ 11,350.50	
	6"	GM	\$ 5,313.00	\$ 12,650.00	

EXHIBIT "A"

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L-6	Audible and Vibratory Pavement Markings				
	Yellow – Skip 4"	GM	\$ 9,901.50	\$ 9,901.50	
	Yellow – Skip 6"	GM	\$ 9,901.50	\$ 9,901.50	
	White – Solid 4"	GM	\$ 9,901.50	\$ 9,901.50	
	White – Solid 6"	GM	\$ 9,901.50	\$ 9,901.50	
L-7	Legends				
	"STOP"	EA	\$ 120.75	\$ 241.50	
	"R X R" (Includes 6" white)	EA	\$ 241.50	\$ 425.50	
	"ONLY"	EA	\$ 115.00	\$ 241.50	
	"LANE"		\$115.00	\$241.50	
	"MERGE"	EA	\$ 149.50	\$ 299.00	
	"SCHOOL"	EA	\$ 184.00	\$ 339.25	
	"AHEAD"	EA	\$ 172.50	\$ 310.50	
	" Visitor"	EA	\$ 149.50	\$ 402.50	
	"Resident"	EA	\$ 149.50	\$ 460.00	
	"Path"	EA	\$ 120.75	\$ 241.50	
L-7	Markings				
	TURN AND THROUGH LANE TURN ARROW	EA	\$ 80.50	\$ 138.00	
	THROUGH LANE USE ARROW	EA	\$ 40.25	\$ 69.00	
	TURN LANE USE ARROW	EA	\$ 46.00	\$ 80.50	
	BIKE OR CART	EA	\$ 34.50	\$ 115.00	
	BIKE ARROW	EA	\$ 34.50	\$ 287.50	
	YIELD TRIANGLES	EA	\$ 11.50	\$ 28.75	
L-8	Reflective Pavement Markers				
	Bi-Directional, Amber	EA	\$ 6.04	\$ 6.04	
	Mono-Directional Colorless	EA	\$ 6.04	\$ 6.04	

EXHIBIT "A"

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	Bi-Directional, White/Red	EA	\$ 6.04	\$ 6.04	
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EXHIBIT "A"

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L-9	Miscellaneous				
	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS			\$350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS			\$1,350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS			\$2,500.00
	MAILBOX (REMOVE AND REPLACE)	EA			\$325.00
	Silt Fence Type III	LF			\$ 2.50
	Removal of Existing Marking	SF			\$ 3.45
	Preform Thermoplastic 12"	LF			\$ 11.50
	Preform Thermoplastic 24"	LF			\$ 23.00
	Off Duty Law Enforcement Officer	HR			\$ 100.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			\$71,367.64	\$100,000.00	\$4,665.45
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)			\$ 176,033.09		

SHADED NOT APPLICABLE

CATEGORY M – Mobilization	UNIT	\$0.00 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$500,000	Over \$500,000	
Work Order Total	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
CATEGORY M SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category M)		\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
CATEGORY M TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category M)				\$14,00.00		
CATEGORY N – Maintenance of Traffic	UNIT	0 - 7	8 - 14	15 - 21	22-31	Over 31
Standard Index 600 Series MOT TWO-LANE AND MULTILANE, WORK ON SHOULDER	Day	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Standard Index 600 Series MOT TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00

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Standard Index 600 Series MOT TWO-LANE, TWO-WAY, INTERSECTION WORK	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$750.00
Standard Index 600 Series MOT Multilane Roadway, Lane Closures	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Multilane Roadway, Intersection Work	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Temporary Road Closure	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Two-Way Left-Turn Lanes	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Standard Index 600 Series MOT Sidewalk Closure	Day	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$250.00
Standard Index 600 Series MOT Work Within the Roundabout	Day	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
CATEGORY N SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category N)		\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
CATEGORY N TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category N)				\$30,000.00		

SHADED NOT APPLICABLE

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Countywide Pavement Maintenance and Rehabilitation Services Bid Form

BID OF

Asphalt Paving Systems, Inc.
Full Legal Company Name
8940 Gall Blvd, Zephyrhills, FL 33541 (813) 788-0010 (813) 788-0020
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid summarized as follows:

The following total unit costs (from the unit price) shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost for any locations within Sumter County. Partial bids will be accepted on a per category basis. Bidders are **NOT** required to bid each category, but must provide pricing for **ALL** line items listed in those categories on the unit price for which the bidder is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Services

CATEGORY A TOTAL UNIT PRICING: \$ 331.39
(From the unit price) Amount Written in Numerals

Three hundred thirty one dollars and thirty nine cents.

/100 Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: \$ 6,492.44
(From the unit price) Amount Written in Numerals

Six thousand four hundred ninety two dollars and forty four cents.

/100 Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: \$ 77.37
(From the unit price) Amount Written in Numerals

Seventy seven dollars and thirty seven cents.

EXHIBIT "A"

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/100 Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: \$ 43.15
(From the unit price) Amount Written in Numerals

Forty three dollars and fifteen cents.

/100 Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: \$ 1,794.08
(From the unit price) Amount Written in Numerals

One thousand seven hundred ninety four dollars and eight cents.

/100 Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: \$ 1,197.81
(From the unit price) Amount Written in Numerals

One thousand one hundred ninety seven dollars and eighty one cents.

/100 Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: \$ 0.00
(From the unit price) Amount Written in Numerals

No Bid

/100 Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: \$ 183.00
(From the unit price) Amount Written in Numerals

One hundred eighty three dollars and zero cents.

/100 Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: \$ 20,000.00
(From the unit price) Amount Written in Numerals

Twenty thousand dollars and zero cents.

/100
Amount Written in Words

EXHIBIT "A"

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CATEGORY J TOTAL UNIT PRICING: \$ 4.50
(From the unit price) Amount Written in Numerals

Four dollars and fifty cents.

/100 Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: \$ 32.00
(From the unit price) Amount Written in Numerals

Thirty two dollars and zero cents.

/100 Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: \$ 176,033.09
(From the unit price) Amount Written in Numerals

One hundred seventy six thousand thirty three dollars and nine cents.

/100 Amount Written in Words

CATEGORY M TOTAL UNIT PRICING: \$ 14,000.00
(From the unit price) Amount Written in Numerals

Fourteen thousand dollars and zero cents.

/100 Amount Written in Words

CATEGORY N TOTAL UNIT PRICING: \$ 30,000.00
(From the unit price) Amount Written in Numerals

Thirty thousand dollars and zero cents.

/100 Amount Written in Words

Each Bidder shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period.

Any approved annual rate adjustments shall take effect with the first task order issued after the

EXHIBIT "A"

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renewal period. Additional Unit Price items not included on the official bid form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

Sumter County reserves the right to award a contract to more than one bidder.



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Amendment 2 to the Agreement Between the City of Mount Dora and Accurate Power and Technology, Inc

Introduction:

This is a request for the City Council to approve Amendment 2 to the existing Agreement with Accurate Power and Technology, Inc. providing for the extension of the last renewal under the present contract.

Discussion:

On October 1, 2019, under Resolution No. 2019-156, the City Council approved a maintenance service agreement with Accurate Power and Technology, Inc. for the maintenance and service of City buildings and lift station generators. The agreement was for an initial period of 3 years with the option of two additional one-year extensions. This is the last extension under the current contract.

Budget Impact:

There will be no additional budget impact. The costs for these services are budgeted each year in the following GL accounts: 421-1950-536-4601, 421-1940-536-4601, 421-1920-536-4601 and 410-2020-531-4601.

Strategic Impact:

Maintaining the generators on a regular basis will help minimize malfunctions and ensure city-wide support during power outages.

Objective 2.4. Sustain City Infrastructure

Recommendation:

Staff recommends approval of Amendment 2 to the Agreement between the City of Mount Dora and Accurate Power and Technology, Inc and approval of the subsequent purchase order providing for services until October 1, 2024.

Attachment(s):

1. Attachment 1 City Council October 1, 2019 Resolution -2019-156
2. Attachment 2 City Council 12-20-2022 Accurate Power & Technology
3. Amendment 2 to Agreement Accurate Power & Technology

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by: GEORGE MAREK, Public Works Director

Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, Planning and Development Director

Approved - 3/1/2024

Approved - 3/4/2024

Approved - 3/8/2024

Approved - 3/12/2024

Final Approval - 3/12/2024



**CITY OF
MOUNT
DORA**

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

DATE: October 1, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager 

SUBJECT: Resolution No. 2019-156, Approval of Agreements for Invitation to Bid # 19-PW-026 – Generator Maintenance Services

Introduction:

This is a request for City Council to approve Resolution No. 2019-156, Approval of Agreements for Invitation to Bid # 19-PW-026 – Generator Maintenance Services to Accurate Power and Technology.

Discussion:

Generator maintenance and repair has been bid to provide more responsive and cost effective service. The goal of the bid document is to supply the City with a continuing contractor vendor for all routine maintenance and repairs. The City currently has 42 generators located at various lift stations, water and wastewater plants, and public service buildings.. It is critical these generators are maintained in a continually optimum condition to enable the City to maintain uninterrupted utility services and respond to emergency situations.

The City received three bids as presented in the bid tab. Accurate Power and Technology was the lowest qualified bidder. Accurate Power and Technology bid indicates they are capable of maintaining and repairing all of the City generators.

The contract also includes "load testing" biannually for the City's large generator at the utility plants, police/fire facility and City hall. "Load testing" runs each generator under extreme load to simulate extended emergency use which a weekly generator test run may not identify, but cause critical failure wend the generator is needed the most.

Staff recommends City Council receive the lowest response bid and take appropriate action to maintain and repair City owned generators.

ATTACHMENT #1

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

Budget Impact:

The City solicited proposals for comprehensive generator maintenance for the first time. As a consequence, several of the affected departments did not include funding specifically for generator maintenance within the adopted fiscal year 2019-20 budget. A total of \$45,100 was specifically appropriated and is available for funding the estimated \$77,498 cost associated with this agreement within the adopted fiscal year 2019-20 budget as follows:

General Ledger Number	Account Description	Amount Budgeted for Generator Maintenance	Estimated Fiscal Year 2019-20 Cost Per Agreement	Amount to be Identified in Fiscal Year 2019-20 Budget
001-5190-546.00-00	General Fund/Building Maintenance/Repair & Maint Services	\$-	\$9,046	\$(9,046)
410-5314-546.00-00	Electric Utility/Distribution Maintenance/Repair & Maint Services	-	472	-472
421-5330-546.00-00	Water/Wastewater Fund/Water Treatment Plant One/Repair & Maint Services	2,100	1,416	684
421-5331-546.00-00	Water/Wastewater Fund/Water Treatment Plant Two/Repair & Maint Services	2,000	2,366	-366
421-5332-546.00-00	Water/Wastewater Fund/Water Distribution/Repair & Maint Services	-	472	-472
421-5351-546.00-00	Water/Wastewater Fund/Wastewater Treatment Plt. One/Repair & Maint Services	5,000	1,416	3,584
421-5352-546.00-00	Water/Wastewater Fund/Wastewater Treatment Plt. Two/Repair & Maint Services	-	2,366	-2,366
421-5353-546.00-00	Water/Wastewater Fund/Wastewater Collection/Repair & Maint Services	36,000	59,944	-23,944
Total		\$45,100	\$77,498	\$(32,398)

Staff of the various impacted departments will review their individual budgets in order to identify available sources to fund this agreement. Although sufficient funds are currently available in all budgets to fund the cost of these services, we will continue to review the adopted fiscal year 2019-20 budget to ensure that funds are properly allocated to fund the costs associated with this agreement.

Strategic Impact:

Preserve the City's ability to maintain and respond to emergency situation with uninterrupted power.

Recommendation City Council approve Resolution No. 2019-156.

Attachment(s):

1. Exhibit " A" Accurate Power and Technologies Agreement

Prepared by: Ethan Hand

Reviewed by: Marilyn Douglas, Purchasing Manager

Josef Grusauskas, Utilities & Plant Operations Director
Tom Klinker, Finance Director
Sherry Sutphen , City Attorney
Gwen Johns, City Clerk
Robin R. Hayes, City Manager

Approved - 9/23/2019
Approved - 9/23/2019
Approved - 9/27/2019
Approved - 9/27/2019
Approved - 9/27/2019
Final Approval - 9/27/2019

ATTACHMENT #1



Bid Tabulation for
ITB# 19-PW-026, Generator Maintenance Service
Bid Opening Date: August 29, 2019

Proposer	Bid Amount	Comments
Genset Services Inc.	\$75,240.00	
CJ's Sales & Service	\$145,740.00	
Accurate Power and Technology	\$73,632.00	

Submitted by:

Jennifer Vanoven
Purchasing Division
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

ATTACHMENT #1



CITY OF
MOUNT
DORA

Purchasing Division

Marilyn J. Douglas
Purchasing Manager
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406

E-mail: douglasm@cityofmounddora.com

Date: September 5, 2019

To: All Submitting Vendors

Re: **INTENT TO AWARD: ITB # 19-PW-026 – Generator Maintenance Services**

On August 29, 2019, three (3) submittals for the above referenced project were received.

This letter serves as notification that a recommendation for award, is being issued and presented to the City Council for award as the best options for meeting City requirements. The recommended contractor is:

Primary Contractor - Accurate Power and Technology

If you have any questions regarding the procurement procedures, please contact me via fax at 352.735.7179, or via e-mail at douglasm@cityofmounddora.com.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to receiving your submittals on future projects.

Regards,

Marilyn J. Douglas
Purchasing Manager
City of Mount Dora

ATTACHMENT #1

RESOLUTION NO. 2019-156

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE SOLICITATION FOR GENERATOR MAINTENANCE SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued ITB-19-PW-026 for generator maintenance services; and

WHEREAS, the lowest responsive bid was submitted by Accurate Power and Technology, Inc.; and

WHEREAS, the City has determined that it is in its best interest to enter into an Agreement with Accurate Power and Technology, Inc., for the provision of generator maintenance services.

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

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

SECTION 2. Approval of Agreement and Authorization to Execute.

The Agreement with Accurate Power and Technology, Inc., attached hereto as **Exhibit "A"** is approved and the Mayor or designee thereof is authorized to execute the same.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the solicitation for generator maintenance services, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

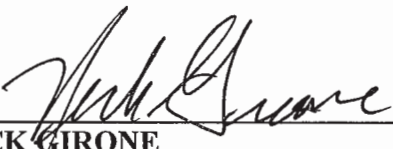
ATTACHMENT #1

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

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

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

PASSED AND ADOPTED this 1st day of October, A.D., 2019.



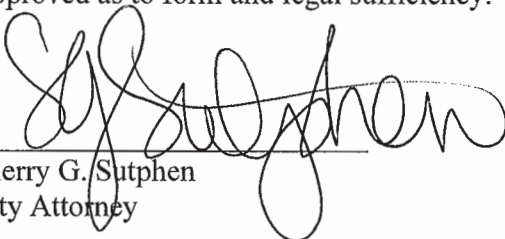
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH JOHNS, MMC
CITY CLERK

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



Sherry G. Sutphen
City Attorney

Resolution No. 2019-156
Page 2 of 3

ATTACHMENT #1

EXHIBIT “A”

Agreement with Accurate Power and Technology, Inc.
for generator maintenance services
ITB-19-PW-026

ATTACHMENT #1

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and ACCURATE POWER AND TECHNOLOGY, INC., 15519 Highway 441, Suite 101A, Eustis, Florida 32726, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Generator Maintenance Services, pursuant to the CITY’s Purchasing Policy and ITB-19-PW-026; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB-19-PW-026; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

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

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

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

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

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

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

SECTION 6. STANDARD OF CARE.

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

ATTACHMENT #1

similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.

- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. The CITY shall not reimburse for costs exceeding a 15% markup on parts or materials.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

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

ATTACHMENT #1

benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10.

INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:

a. Combined Single Limit: \$300,000 per accident,

OR

b. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the "CITY OF MOUNT DORA" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,

ATTACHMENT #1

7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 11. CITY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

ATTACHMENT #1

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

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

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

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

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal

ATTACHMENT #1

Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

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

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors,

ATTACHMENT #1

or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. **BINDING EFFECT.**

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

SECTION 21. **ASSIGNMENT.**

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

SECTION 22. **SEVERABILITY.**

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

SECTION 23. **WAIVER.**

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

SECTION 24. **NOTICE.**

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

ATTACHMENT #1

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

CONTRACTOR: Accurate Power and Technology, Inc.
15519 Highway 441, Suite 101A
Eustis, Florida 32726

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE PROVISIONS.

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

SECTION 28. CONFLICT OF INTEREST.

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

ATTACHMENT #1

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

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

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

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the 20 day of SEPTEMBER, 2019.

CONTRACTOR

By: [Signature]

Print: NICHOLAS DIGIACOMO

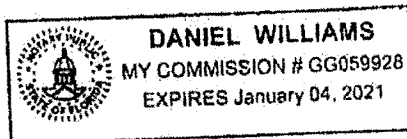
Title: OPERATIONS MANAGER

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was executed before me this 20 day of September, 2019, by Nicholas Digiacomo, as Operations Manager of Accurate Power and Technology, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced _____ as identification.

(stamp)



[Signature]
NOTARY PUBLIC, State of Florida

CITY OF MOUNT DORA

[Signature]
NICK GIRONI
MAYOR of the City of Mount Dora, Florida

ATTEST:

[Signature]
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

[Signature]
Sherry G. Sulphen
City Attorney

ATTACHMENT #1

Exhibit "A" **Scope of Services**

Contractor shall provide professional maintenance and repair services on City owned generators at various location throughout the City. Such locations include, but are not limited to, lift stations, water treatment plants and other facilities throughout the City of Mount Dora. This service shall be utilized for scheduled maintenance, emergency and disaster conditions/events.

Scheduled maintenance includes yearly/monthly preventative maintenance and load tests according to manufacturer specifications. All scheduled monthly routine maintenance to include labor, equipment, oil, filters and lubricants.

Annual maintenance includes, but is not limited to, checking the transfer switches, lubricating, fuel, exhaust, cooling, air intake, base engine, electrical, ignition, instrument panel, gearbox assembly and the generator systems.

In general, the generator system includes the electrical connection, rear bearing, and the voltage regulator. All generators will be load bank tested every two (2) years and radiators flushed every two (2) years.

A maintenance checklist and schedule will be supplied by the City and/or approved by the City. The City reserves the right to alter a schedule in the best interest of the City.

A detailed report will be provided to the City of Mount Dora after each service, detailing the maintenance performed on each generator and a report of any non-conforming tests or issue(s) found.

Contractor shall provide after-hours services on weekends, holidays and emergencies (City will make final determination of emergency) for work performed from 6pm to 6am, 365 days per year. Time will begin and end upon arrival and departure from the work site and shall be billed to the nearest half hour. City shall require a written estimate for non-emergency repairs prior to work being performed.

ATTACHMENT #1

Exhibit "B" Pricing Schedule

DESCRIPTION	Monthly Unit Price	Number of Units	Extended Price
1-50 KW	\$ 118.00	19	\$ 26,904.00
51-100 KW	\$ 118.00	13	\$ 18,408.00
101-150 KW	\$ 118.00	11	\$ 15,576.00
151-255 KW	\$ 118.00	5	\$ 7,080.00
256-350 KW	\$ 0.00	0	\$ 0.00
351-450 KW	\$ 118.00	1	\$ 1,416.00
451-600 KW	\$ 0.00	0	\$ 0.00
601-800 KW	\$ 118.00	3	\$ 4,248.00
801-1000 KW	\$ 0.00	0	\$ 0.00
1001-1200 KW	\$ 0.00	0	\$ 0.00

Total Annual Cost: \$ 73,632.00

(All generators listed above- serviced once per month for twelve months using regular time labor rate):

ATTACHMENT #1

The load banking schedule is five (5) generators in the even years and five (5) generators in the odd years.

Description	Unit Price	Number of Units	Total Price
0-100 KW	\$ 530.00	2	\$ 1,060.00
101-500 KW	\$ 718.00	5	\$ 3,590.00
501-1000 KW	\$ 950.00	5	\$ 4,750.00

Additional Requested Repair and Maintenance Labor Pricing:

Regular

Monday-Friday 7am - 5pm

\$ 90.00 hr

After Hours Emergency

Monday-Friday from 5pm to 7am

\$ 140.00 hr

After Hours Emergency

Weekends-Friday 5pm to Monday 7am

\$ 140.00 hr

Holidays (24 Hours) - see attached list of City Holidays

\$ 140.00 hr



ATTACHMENT #2

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

DATE: December 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amendment 1 to the Agreement Between the City of Mount Dora and Accurate Power and Technology, Inc.

Introduction:

This is a request for City Council to approve Amendment 1 to the existing Agreement with Accurate Power and Technology, Inc. for providing generator maintenance services for City of Mount Dora generators.

Discussion:

On October 1, 2019, under Resolution No. 2019-156, the City Council approved a generator maintenance service agreement with Accurate Power and Technology, Inc. This agreement was based on a formal solicitation issued for this citywide service under ITB 19-PW-026 "Generator Maintenance Services."

The Agreement was for an initial period of three (3) years, effective October 1, 2019 through October 1, 2022. The Agreement allows for up to two additional one-year extensions, if in the best interest of the City.

The contractor has indicated their willingness to continue providing services under the Agreement. City staff are satisfied with the services provided and feel it is in the best interest of the City to renew the Agreement for another year. Through Amendment 1, staff is requesting to extend this Agreement for the first one-year renewal period from October 1, 2022 through October 1, 2023.

There is an increase in repair and maintenance labor pricing is as follows:

Regular: Monday - Friday 7am - 5pm	Increase of \$5/hr
After Hours/Emergency: Monday - Friday from 5 pm to 7 am	Increase of \$2.50/hr
After Hours/Emergency Weekends: Friday 5pm - Monday 7am	Increase of \$2.50/hr
Holiday (24 hours)	Increase of \$5/hr

Budget Impact:

There is no budget impact at this time. The cost increase of \$1,608 in the annual price for the generator's maintenance is offset by a decrease of \$4,775 from the load banking cost of selected generators in the City.

Strategic Impact:

Minimize malfunctions and ensure continuous citywide generator support for instances of power outage.

Recommendation:

Recommend approval of Amendment 1 to the Agreement between the City of Mount Dora and Accurate Power and Technology for Generator Maintenance Services.

Attachment(s):

1. Amendment 1.Accurate Power.SGS

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

Approved - 12/9/2022
Approved - 12/9/2022
Approved - 12/12/2022
Approved - 12/14/2022
Approved - 12/14/2022
Final Approval - 12/14/2022

ATTACHMENT #2

AMENDMENT 1 TO AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND ACCURATE POWER AND TECHNOLOGY, INC.

THIS AMENDMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the "CITY" and Accurate Power and Technology, Inc., 15519 Highway 441, Suite 101A, Eustis FL 32726, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on October 1, 2019, the City adopted Resolution 2019-156, which authorized the Agreement between the CITY and the CONTRACTOR related to ITB-19-PW-026 (Agreement); and

WHEREAS, the Agreement and ITB-19-PW-026, contemplated that the CONTRACTOR would provide generator maintenance services; and

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

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

1. Section 2, Term, is hereby amended to extend the Term through October 1, 2023.
2. Section 7, Compensation, Exhibit "B" is hereby deleted in its entirety and replaced with Exhibit "B-1" attached hereto. It is the intent of this Amendment 1 that Exhibit "B" be replaced in its entirety by Exhibit "B-1" and to the extent of any conflict between Exhibit "B-1" and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
3. Section 10, Insurance, is hereby amended to include the following:
 - E. *The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.*
 - F. *The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the CITY*

ATTACHMENT #2

upon reasonable request.

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

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this 21 day of DECEMBER 2022.

CITY OF MOUNT DORA



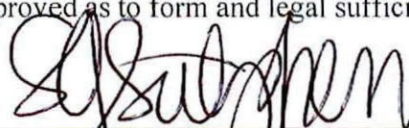
**CRISSY STILE, MAYOR of the City
of Mount Dora, Florida**

ATTEST:



**Jeannnn Hand
City Clerk**

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



Sherry G. Sutphen, City Attorney

ATTACHMENT #2

CONTRACTOR

By: [Signature]

Print: Sonny J. Dukes

Title: President

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Sonny Dukes, as _____, of Accurate Power and Technology, 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 6 day of Dec., 2022.



[Signature]
NOTARY PUBLIC, State of Florida

ATTACHMENT #2

Exhibit "B-1" Pricing Schedule

DESCRIPTION	Monthly Unit Price	Number of Units	Extended Price
1-50 KW	\$ 120.00	19	\$ 27,360.00
51-100 KW	\$ 120.00	13	\$ 18,720.00
101-150 KW	\$ 120.00	11	\$ 15,840.00
151-255 KW	\$ 120.00	5	\$ 7,200.00
256-350 KW	\$	0	\$
351-450 KW	\$ 120.00	1	\$ 1,440.00
451-600 KW	\$	0	\$
601-800 KW	\$ 130.00	3	\$ 4,680.00
801-1000 KW	\$	0	\$
1001-1200 KW	\$	0	\$

Total Annual Cost: \$ 75,240.00

(All generators listed above- serviced once per month for twelve months using regular time labor rate):

ATTACHMENT #2

The load banking schedule is five (5) generators in the even years and five (5) generators in the odd years.

Description	Unit Price	Number of Units	Total Price
0-100 KW	\$ 250.00	2	\$ 500.00
101-500 KW	\$ 250.00	5	\$ 1,250.00
501-1000 KW	\$ 325.00	3	\$ 975.00

Additional Requested Repair and Maintenance Labor Pricing:

Regular Monday-Friday 7am – 5pm	\$ 95.00 /hr
After Hours/Emergency Monday-Friday from 5pm to 7am	\$ 142.50 /hr
After Hours/Emergency Weekends-Friday 5pm to Monday 7am	\$ 142.50 /hr
Holidays (24 Hours) - see attached list of City Holidays	\$ 190.00 /hr

**AMENDMENT 2 TO AGREEMENT BETWEEN THE CITY OF MOUNT DORA
AND ACCURATE POWER AND TECHNOLOGY, INC.**

THIS AMENDMENT is made by and between the CITY OF MOUNT DORA, a Florida municipal corporation, with its principal address located at 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and Accurate Power and Technology, Inc., a Florida Profit Corporation, with its principal address located at 15519 Highway 441, Suite 101A, hereinafter referred to as the "CONTRACTOR."

WHEREAS, on October 1, 2019, the City adopted Resolution 2019-156, which authorized the agreement between the City and Contractor related to ITB-19-PW-026, and extended the term of the agreement via amendment on December 1, 2022 (collectively, the "Agreement"); and

WHEREAS, the parties wish to extend the term of the Agreement until October 1, 2024.

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

1. Section 2, Term, is hereby amended to extend the Term through October 1, 2024.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF MOUNT DORA

Crissy Stile, Mayor

ATTEST:

Jeanann Hand, City Clerk

CONTRACTOR

By:

Sonny J Dukes

Print:

Title:

President

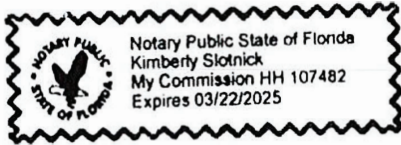
STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Sonny Dukes, as President of Accurate Power, 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 4 day of Dec., 2023.

(stamp)

Kimberly Slotnick
NOTARY PUBLIC, State of Florida





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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Authorization for Mayor to Execute the Florida Recreation Development Assistance Program Notice of Site Dedication and Limitation of Use for Forest Preserve

Introduction:

This is a request for Council to authorize the Mayor to execute the Florida Recreation Development Assistance Program Notice of Site Dedication and Limitation of Use for Forest Preserve.

Discussion:

The Forest Preserve project was awarded a \$50,000 Florida Recreation Development Assistance Program (FRDAP) grant in 2021 and affirmation of this notice is required for recipients.

The stipulation by the State of Florida Recreation Development Assistant Program to require recipients of its grants to maintain the amenity for the public at reasonable times and operate it in a safe and attractive manner without changing its use as described in the grant application is customary and usual. This agreement is required prior to the City of Mount Dora submitting requests for reimbursement of the \$50,000 grant.

City Council approved the Forest Preserve concept plan in January 2023 and the task authorization for construction in December 2023 (Attachment #1), designating the 14-acre tract as Forest Preserve, an amenity in development for use by the public once completed. Construction of this project began in February 2024 and completion is expected by the end of April 2024. Once finished, Forest Preserve will offer residents and visitors a quiet, wooded environment for reflection, learning and nature appreciation, and its management by the City will include preservation and restoration.

Budget Impact:

No budget impact with the grant notification.

Strategic Impact:

The Forest Preserve project is in line with Goal #2 - Infrastructure, in that it develops a unique recreational space for all ages and abilities and complements the 2018 Parks and Recreation Master Plan, as it is included in the short term project prioritizations.

Recommendation:

Council authorize the Mayor to execute the Florida Recreation Development Assistance Program Notice of Site Dedication and Limitation of Use for Forest Preserve.

Attachment(s):

1. ATTACHMENT #1 - Forest Preserve Task Authorization for 12192024 City Council Meeting
2. FRDAP Notice of Limitation of Use Site Dedication Fee Simple Properties A22030

Prepared by: Cathy Lunday, Library Director

Reviewed by: Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, Planning and Development Director

Approved - 2/28/2024

Approved - 3/11/2024

Approved - 3/12/2024

Final Approval - 3/12/2024



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

DATE: December 19, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of Resolution 2023-60, Task Authorization/Guaranteed Maximum Price for CMAR Services for Forest Preserve

Introduction:

Development of Forest Preserve as a new city amenity has been underway for nearly five years and is now presented for full consideration and approval.

Discussion:

The Forest Preserve project has been researched, assessed and refined for nearly five years, as a result of the library staff's initial interest in a more natural setting for its popular nature-based programming as well as its commitment to and success with the volunteer-driven Nunan Butterfly Garden. Over time, these interests were matched by staff's recognition of the vital significance of preserving and restoring this 14-acre tract of second and third growth urban forest for future generations of Mount Dorans. The project first formally appeared in the 2018 Parks and Recreation Master Plan, where it called for developing this amenity with signage, a trailhead, an accessible trail, parking and sidewalk connectivity.

Research Timeline

- February 2019 - Library staff begin formal research.
- October 2020 - \$50,000 Florida Recreation Development Assistance Program (FRDAP) grant application.
- July 2021 - FRDAP grant is awarded to the City of Mount Dora.
- September 2021 - City Council accepts the FRDAP grant.
- January 2022 - Walk-about event for Forest Preserve neighbors.
- January 2022 - Library-recruited volunteers begin monthly Coral Ardisia Workdays.
- April 2022 - A Preliminary Environmental Site Assessment is completed, documenting plant and animal species.
- June 2022 - State Foresters and a biologist conduct public Forest Preserve Workshop.
- November 2022 - A trail study is completed.

- January 2023 - City Council approves the concept plan and Task Authorization for Halff to create a site plan.
- September 2023 - HALFF completes the site plan.

Construction

The Task Authorization for Faden Builder's guaranteed maximum price of \$465,852.38 includes two entry structures, two permeable parking areas, an elevated boardwalk trail loop, a bypass trail near Suzanne Drive, two pedestrian crosswalks, irrigation and sidewalk connectivity to the library parking lot and butterfly garden. **ATTACHMENT #1** is the site plan prepared by Halff Associates. **ATTACHMENT #2** gives an approximate representation of the major elements, which can be viewed in detail on the site plan.

Elements included in this project but outside the scope of the Task Authorization include:

Interpretative Signage

A city amenity requires signage explaining how to safely use it, wayfinding signs such as maps and directional signs, ecosystem signs that explain the amenity's flora and fauna and signs with rules governing the public's use of the space. The map, ecosystem and rules signs will be displayed in both entry structures. Flora and fauna identifying signs will be installed along the trail and will be changed throughout the year as plants cycle through their bud and bloom phases. Substantial roadside entry signs will be constructed at both trailheads. The Task Authorization includes only roadway signs, such as parking and stop signs. **ATTACHMENT #3** contains samples of signs in development, with an estimated budget of \$30,000.

Wonder Walks

Forest Preserve will contain two wonder walks (the more well-known term "story walk" is a trademarked phrase that will not be used to describe this feature). The first wonder walk will include 20 steel sign holders traversing the boardwalk, containing two pages from a children's book in sequential order. The book will be updated monthly and will reflect outdoor exploration and wildlife themes for young children. The second Wonder Walk will include five steel sign holders traversing the existing one-mile dirt path, containing adult content such as nature-based artwork, poetry and reflections. **ATTACHMENT #4** illustrates the sign hardware and contents under consideration. The estimated budget for this element is \$10,000, to be 100% sponsored by the Friends of the Library.

Landscaping

There are four designated areas for professional landscaping: two beds that flank the new entry across from the library, one bed flanking the existing entry and the new exit/entry from the northwestern corner of the Butterfly Garden. The landscaping scope includes native grasses and drought-tolerant native plants, to complement the natural flora of both Forest Preserve and the Butterfly Garden. Large Florida-origin boulders will dot both forest entry points and a smaller boulder will line the sidewalk from the garden. The estimated budget for this element is \$15,000.

Programming

While not a cost associated with the construction of Forest Preserve, any new city amenity should include intentional direct or indirect programming that ensures residents and visitors will

have a meaningful experience at the amenity. The librarians' intentions from the start of this project were to create a learning environment that draws people into a natural environment where they might not previously have felt comfortable. Staff has developed a tentative first-year calendar of programming that will be a combination of restoration activities and expert-led forays into the forest, including sponsored programming such as guided walks with a naturalist, family forest school activities and monthly story times. **ATTACHMENT #5** lists the activities planned for the amenity to-date. All of this programming will be sponsored, with 100% of the speakers' fees and program materials paid directly by a library nonprofit, for a first-year monetary value of \$4,000.

Parks Staff

This new amenity will require approximately 6-12 hours of Parks staff per week to maintain the trails, boardwalks and entryways:

- Daily emptying of trash receptacles at both entry structures.
- Summer/growing months - weekly mowing of one-mile trail loop, maintaining a 5' width on all dirt trails, and parking areas.
- Fall-winter months - weekly blowing of boardwalk trail.
- Monthly check of boardwalk trail to control encroaching vegetation, with a 3' cleared border on either side.
- Clearing downed limbs.
- Annual or semi-annual pressure washing of boardwalk trail and entry structures.
- Monthly removal of bags of debris from library volunteers on forest workdays.

It is recommended that the current part-time position in the Cemetery be increased to full-time (from 28 hours weekly to 40). This unbudgeted position would begin upon completion (likely March 2024) and is estimated to cost an additional \$25,000 in Parks wages and benefits for 2023-24. Staff does not recommend approving this new amenity without this additional staffing level.

The Library Advisory Board will review this proposal with a recommendation to City Council at their December 11, 2023 meeting. The Parks and Recreation Advisory Board does not meet this December.

Budget Impact:

The Task Authorization for construction by Faden Builders is \$465,852.38, which includes a \$37,376.51 contingency, to be funded by Library Impact Fees (GL 310-5555-580-63.01-LI2207). A \$50,000 FRDAP grant is attached to this project, with a completion deadline of April 2024. Additional elements include:

- Signs estimated budget of \$30,000, allocated from Library Impact Fund GL #310-5555-580.63-01.
- Wonder Walk estimated budget of \$10,000, to be 100% sponsored by the Friends of the Library, with matching entries in both expense GL #001-1330-571.52-01 and income GL #001-0000-360.10-01.

- Landscaping estimated budget of \$15,000, allocated from Library Impact Fund GL #310-5555-580.63-01.
- Programming estimated budget \$4,000, for speaker fees and materials, to be paid directly by a library nonprofit.
- Increase Parks PT employee to FT for \$25,000 (Parks Salaries & Wages GL #001-1350-572-12-02 and benefits GL #001-1350-572.22-10).

The total potential expense for the project allocated to the Library Impact Fund is estimated to be no higher than \$510,852.37.

Strategic Impact:

The Forest Preserve project is in line with Goal #2 - Infrastructure, in that it develops a unique recreational space for all ages and abilities and complements the Parks and Recreation Master Plan, as it is included in the short-term project prioritization.

Recommendation:

City Council to approve the Task Authorization with Faden Builders for the construction of Forest Preserve.

Attachment(s):

1. Project Number 22-025 Task Authorization Forest Preserve TF
2. ATTACHMENT #1 - Forest Preserve Site Plan
3. ATTACHMENT #2 - Forest Preserve Features
4. ATTACHMENT #3 - Forest Preserve Signage Review
5. ATTACHMENT #4 - Forest Preserve Wonder Walk
6. ATTACHMENT #5 - Forest Preserve Calendar

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

CITY OF MOUNT DORA/CRA/Northeast CRA TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between Faden Builders, Inc. (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated April 7, 2020, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

Cathy Lunday

Construction Manager Contact:

Johnny Reynolds

Project Name:

Forest Preserve

Project Number:

22-025

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERED TO THE CONSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: <u>Cathy Lunday</u> Signature: <u>Cathy Lunday</u> Digitally signed by Cathy Lunday Date: 2023.11.21 11:40:22 -05'00'	
Date: _____	
Reviewed By (if applicable): Print: <u>Johnny Reynolds</u> Signature: <u>Johnny Reynolds</u> Digitally signed by Johnny Reynolds Date: 2023.11.21 13:59:14 -05'00'	
Date: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: <u>TODD M. FADEN</u>	Print Name: <u>CRISSY STILE</u>
Title: <u>PRESIDENT</u>	Title: <u>MAYOR</u>
Signature: <u>Todd M Faden</u>	Signature: <u>CS</u>
Date: <u>11/22/2023</u>	Date: <u>DEC 19, 2021</u>



11/14/2023

Faden Proposal No. 23-743

Cathy Lunday
Library Director
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: Mount Dora Forest Preserve

Scope Summary: Construct forest preserve boardwalk with trailhead pavilions, parking, crosswalks and sidewalks per signed and sealed construction documents prepared by Halff.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Building/Construction Permit with City of Mount Dora
 - c. ROW Permit
 - d. Mobilization/Demobilization
2. Site Work
 - a. Site Layout
 - b. Remove marked trees and brush as required for the parking and boardwalk trail. Clear a 12ft wide path at the boardwalk trail.
 - c. Remove existing concrete curbs and asphalt as required.
3. New Construction
 - a. Construct approximately 375 linear feet of elevated boardwalk:
 - i. Approx. 194 linear feet will have 42" high guardrail
 - ii. Approx. 181 linear feet will have toe rail only
 - iii. One large octagonal shaped deck area with bench seating
 - iv. One small octagonal shaped deck area with bench seating
 - v. One bump out along the boardwalk with bench seating
 - vi. Stairs to foot path trail
 - b. Hardscape:
 - i. Approx 1,400 SF of new 3,000 PSI concrete sidewalk with curb ramps and detectable brick inlay
 - ii. 192 SF of new 3,000 PSI concrete slab at both trailhead structures
 - iii. Approx 200 LF of new FDOT Type "D" concrete curb
 - iv. Two elevated crosswalks with brick paver inlay
 - c. Three permeable parking areas with approx 235 LF of concrete ribbon curb
 - d. 4,000 SF shade tolerant **St. Augustine** sod
 - e. Two 8'x12' trailhead structures with 6:12 metal roof and signage board
 - f. Parking lot and roadway striping
 - g. Road signage
 - h. Tie-in to irrigation main line at library parking lot area and extend irrigation system to both trailhead parking areas.
 - i. 180 LF of wood fence along the lift station – 4-5" round posts with double rails



Qualifications and Exclusions:

1. The scope is limited to the items listed above in Exhibit A. Any other added scope items or items required by the AHJ are excluded and will require a Change Order.
2. Work to be completed 1st shift, M-F, no overtime is included.
3. Geotechnical testing/reports are excluded.
4. All treated lumber is Ground Contact rated (CA-C).
5. SJRWMD permit is not required and is excluded.
6. Landscaping is excluded.
7. Painting and staining are excluded.
8. Tree and brush clearing is limited to the parking and boardwalk trail areas and approx. 500 LF of foot path clearing is included using bush hog/box blade from the boardwalk to the lift station area.
9. Trail signage is excluded.
10. New irrigation is an extension of the existing irrigation, so engineering/permit is excluded.

Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 46,263.96
2. Site Work	\$ 66,795.45
3. Concrete	\$ 55,110.09
4. Boardwalk and Trailhead Structures	\$ 185,792.93
5. Irrigation and Fence	\$ 19,802.68
Subtotal	\$ 373,765.11
General Liability Insurance	\$ 4,858.95
Contingency (10%)	\$ 37,376.51
Contractor's Fee	\$ 44,851.81
Permit Fee	\$ 5,000.00
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 465,852.38

The prices included in this proposal are valid for 30 days.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.

Proposed duration schedule:

- 4 weeks for material procurement and permitting
- 1 week for mobilization
- 16 weeks for site work and boardwalk construction
- 1 week for demobilization

Project Management Information System (PMIS) will not be required for this project.



Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rakes

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.

CONSTRUCTION PLANS FOR



CITY OF
MOUNT
DORA

MOUNT DORA FOREST PRESERVE

SECTION - 30 TOWNSHIP - 19S RANGE - 27E

Crissy Stile
MAYOR

John Cataldo
COUNCIL MEMBER
DISTRICT 1

Cal Rolfsen
COUNCIL MEMBER
DISTRICT 2

Dennis Dawson
COUNCIL MEMBER
DISTRICT 3

Marc Crail
COUNCIL MEMBER
VICE-MAYOR, DISTRICT 4

Nate Walker
COUNCIL MEMBER
DISTRICT 5

Sherry Sutphen
CITY ATTORNEY
SERVICES DIRECTOR

Vince Sandersfeld
PLANNING
DIRECTOR

Doug Bryant
COUNCIL MEMBER
AT-LARGE

George Marek
DIRECTOR OF
PUBLIC WORKS

OWNER/DEVELOPER:

CITY OF MOUNT DORA
510 N BAKER ST.
MOUNT DORA, FL 32757
CONTACT, TITLE
PHONE: (352) 735-7100
EMAIL ADDRESS

ENGINEER/SURVEYOR:

HALFF ASSOCIATES, INC.
902 N. SINCLAIR AVENUE
TAVARES, FL 32778
CECILY L. BARNES, PE
(352) 557-9247
CBARNES@HALFF.COM



VICINITY MAP
1" = 1,000'



INDEX OF SHEETS

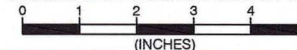
- 1 COVER SHEET
- 2 AERIAL PLAN
- 3 SITE PLAN
- 4 GRADING PLAN
- 5 GENERAL DETAILS
- 6 BOARDWALK DETAILS
- 7 PAVILION & STAIR DETAILS



PREPARED BY:



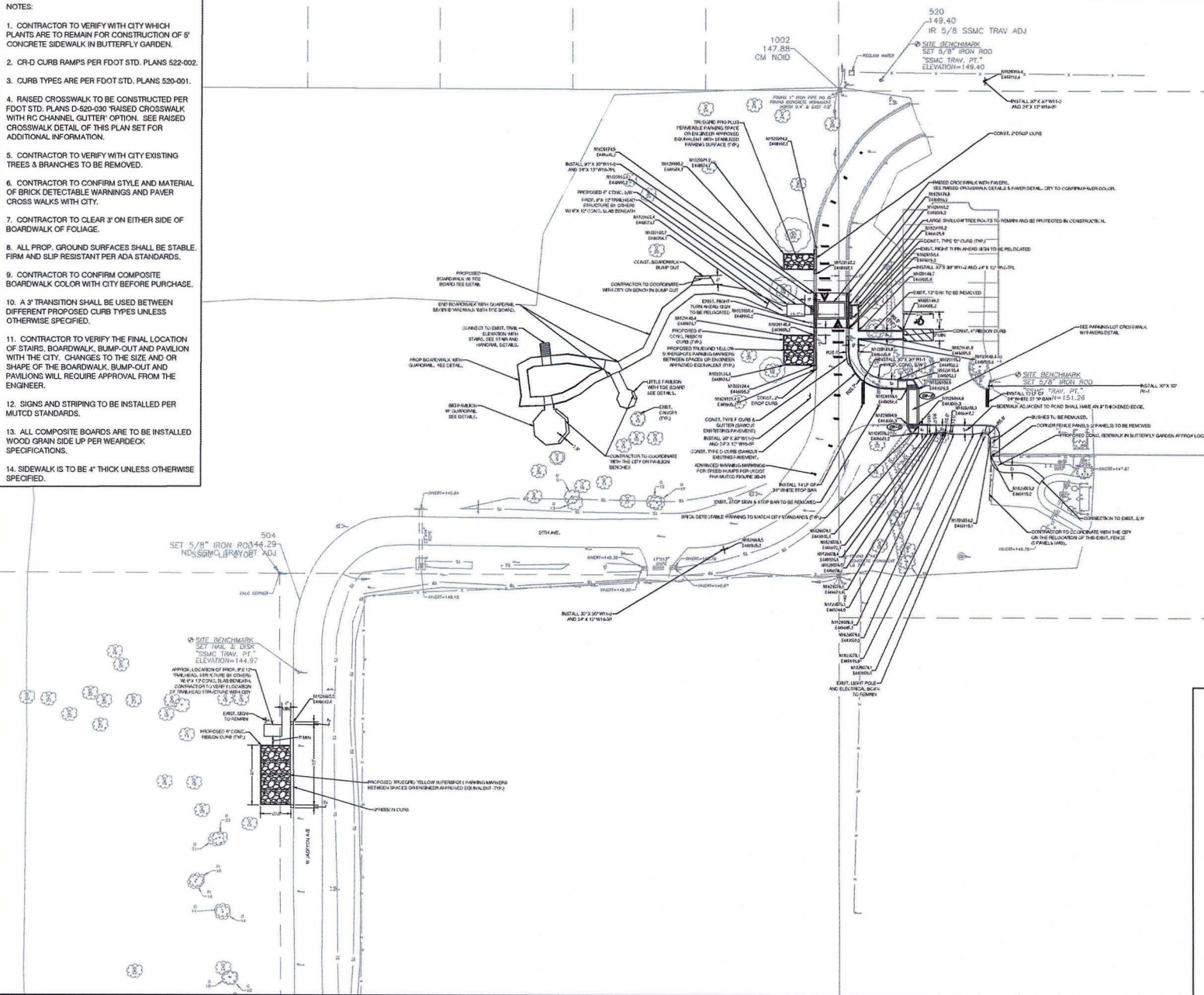
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ORIGINAL DOCUMENT SIZE 24"x36"



AUGUST 2023 SUBMITTAL (NOT FOR CONSTRUCTION UNTIL CONFORMED)

NOTES:

1. CONTRACTOR TO VERIFY WITH CITY WHICH PLANTS ARE TO REMAIN FOR CONSTRUCTION OF 5' CONCRETE SIDEWALK IN BUTTERFLY GARDEN.
2. CR-D CURB RAMP PER FDOT STD. PLANS 522-002.
3. CURB TYPES ARE PER FDOT STD. PLANS 520-001.
4. RAISED CROSSWALK TO BE CONSTRUCTED PER FDOT STD. PLANS D-520-030 "RAISED CROSSWALK WITH RC CHANNEL GUTTER" OPTION. SEE RAISED CROSSWALK DETAIL OF THIS PLAN SET FOR ADDITIONAL INFORMATION.
5. CONTRACTOR TO VERIFY WITH CITY EXISTING TREES & BRANCHES TO BE REMOVED.
6. CONTRACTOR TO CONFIRM STYLE AND MATERIAL OF BRICK DETECTABLE WARNINGS AND PAVEMENT CROSS WALKS WITH CITY.
7. CONTRACTOR TO CLEAR 3' ON EITHER SIDE OF BOARDWALK OF FOLIAGE.
8. ALL PROP. GROUND SURFACES SHALL BE STABLE, FIRM AND SLIP RESISTANT PER ADA STANDARDS.
9. CONTRACTOR TO CONFIRM COMPOSITE BOARDWALK COLOR WITH CITY BEFORE PURCHASE.
10. A 3" TRANSITION SHALL BE USED BETWEEN DIFFERENT PROPOSED CURB TYPES UNLESS OTHERWISE SPECIFIED.
11. CONTRACTOR TO VERIFY THE FINAL LOCATION OF STAIRS, BOARDWALK, BUMP-OUT AND PAVILION WITH THE CITY. CHANGES TO THE SIZE AND OR SHAPE OF THE BOARDWALK, BUMP-OUT AND PAVILIONS WILL REQUIRE APPROVAL FROM THE ENGINEER.
12. SIGNS AND STRIPING TO BE INSTALLED PER MUTCD STANDARDS.
13. ALL COMPOSITE BOARDS ARE TO BE INSTALLED WOOD GRAIN SIDE UP PER WEARDECK SPECIFICATIONS.
14. SIDEWALK IS TO BE 4" THICK UNLESS OTHERWISE SPECIFIED.





Scale: 1" = 30'

SCALE IN FEET

MOUNT DORA FLORIDA FOREST PRESERVE SITE PLAN	
CITY OF MOUNT DORA	CITY OF MOUNT DORA
	
	
DATE: JUNE 2023 DESIGNED BY: CLB DRAWN BY: MC CHECKED BY: BUT JOB NO.: 044712.112 FILE NAME: FOREST PRES. Sheet 03	
CECILY L. BARNES, PE Registered Eng 82125	



R1-1



W11-2 & W16-7pL

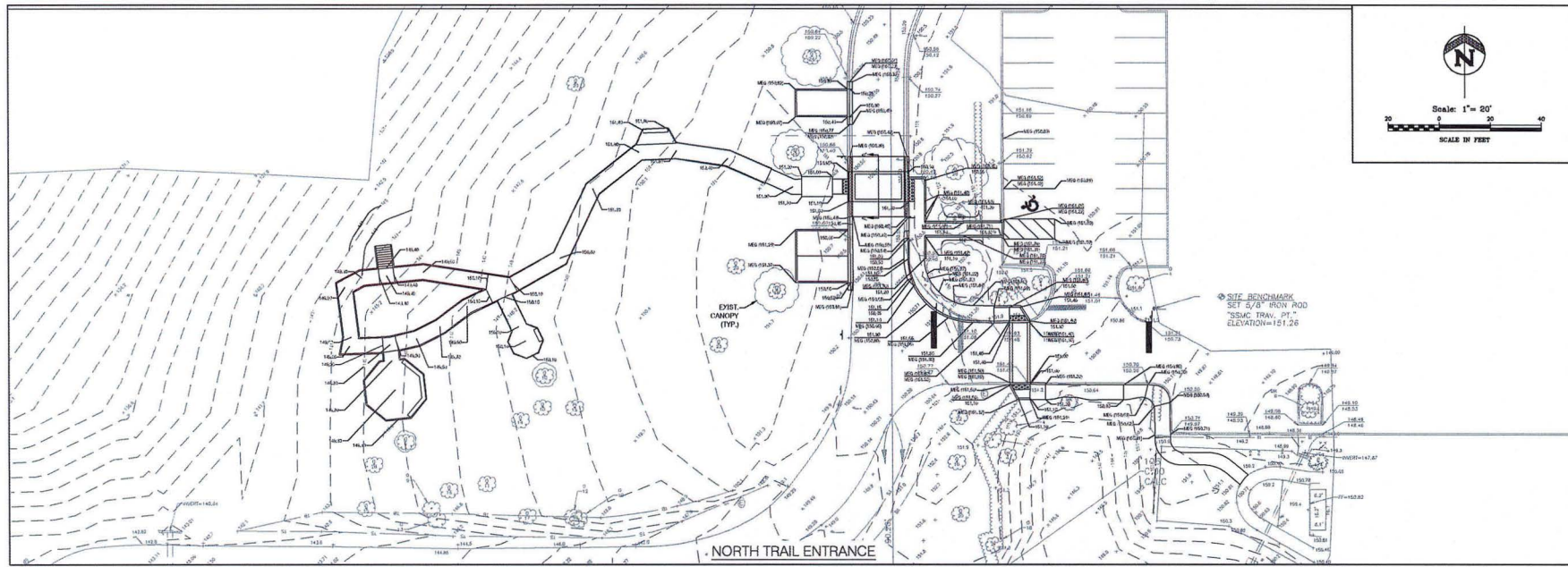
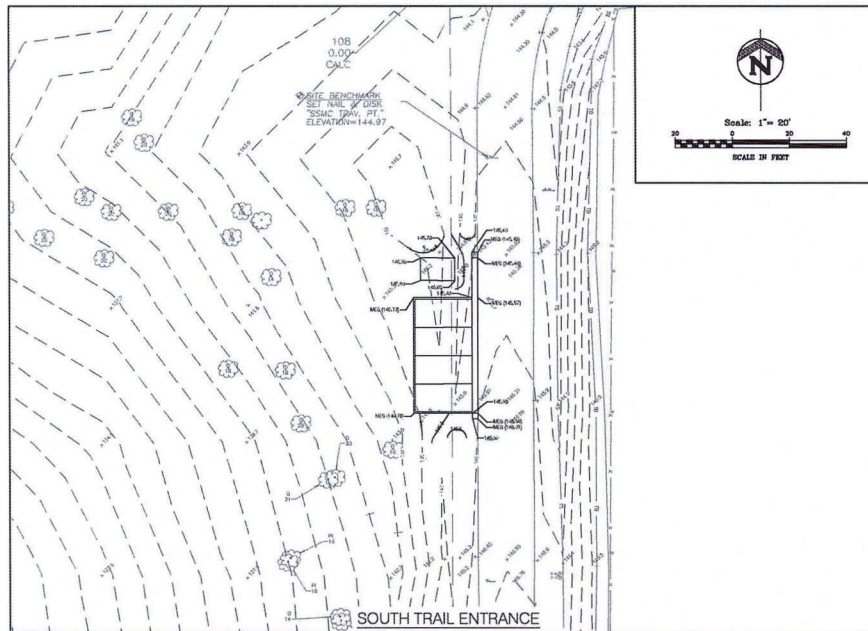


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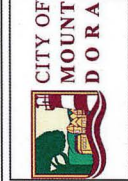
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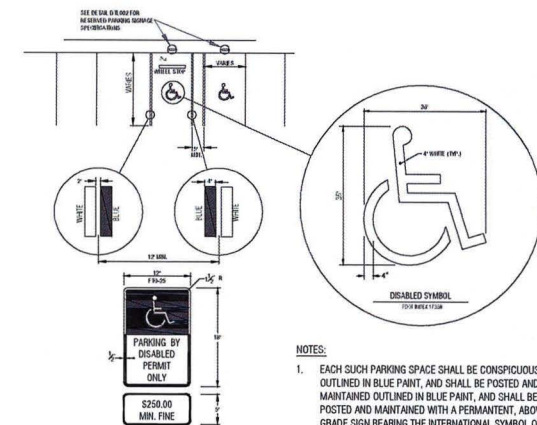
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DATE	06/01/2023
DRAWN BY	MC
CHECKED BY	BLT
FILE NO.	044712.112
FILE NAME	FOREST PRES.
SHEET NO.	04

MOUNT DORA, FLORIDA
FOREST
PRESERVE
GRADING PLAN



DATE:	JUNE 2023
DESIGNED BY:	CLB
DRAWN BY:	MC
CHECKED BY:	BLT
JOB NO.:	044712.112
FILE NAME:	FOREST PRES.
SHEET NO.:	04

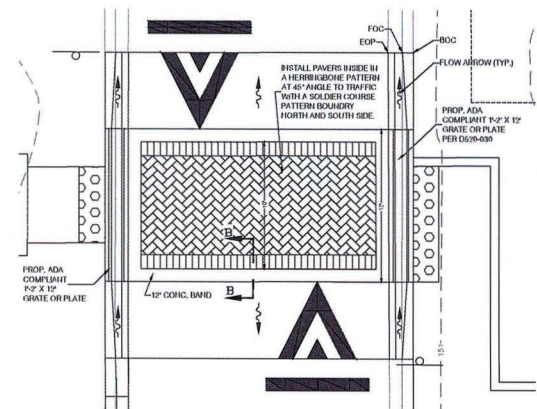
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Registered Eng 62126



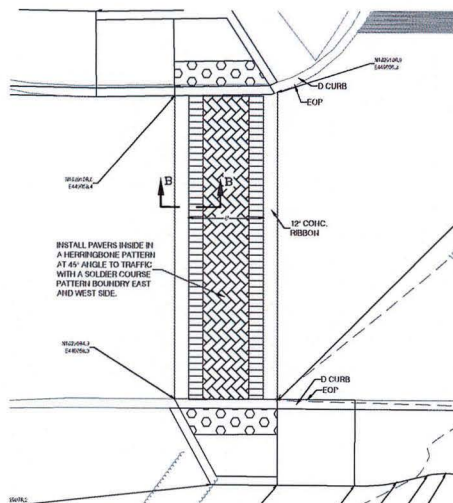
NOTE: (HANDICAP SIGN ONLY)

1. ALL LETTERS SHALL BE BLACK AND 1" IN HEIGHT. LETTERS ARE TO BE SERIES 'B' OR 'C', PER MUTCD.
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK BORDER.
4. ONE SIGN REQUIRED FOR EACH PARKING SPACE.
5. HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL ON UNIFORMED TRAFFIC CONTROL DEVICES (MUTCD)

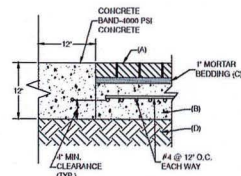
HANDICAP PARKING STRIPING FOR SINGLE SPACES



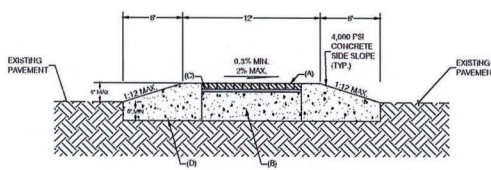
RAISED CROSSWALK DETAIL PLAN VIEW DETAIL
NOT TO SCALE



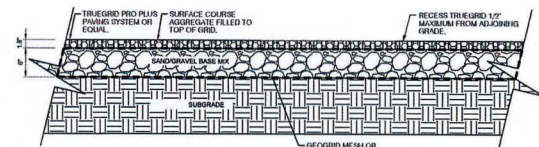
PARKING LOT PAVER CROSS WALK
NOT TO SCALE



SECTION B-B CROSSWALK PAVERS DETAIL
NOT TO SCALE



SECTION A - A RAISED PEDESTRIAN CROSSWALK DETAIL
NOT TO SCALE



SURFACE COURSE

COMPACT THE FILL MATERIAL (¾" STONE OR CRUSHED CONCRETE) IN THE TRUEGRID PRO PLUS PAVING SYSTEM TO MANUFACTURER'S SPECIFICATIONS.

SAND/GRAVEL BASE MIX

BASE MATERIAL SHALL BE 50% AGGREGATE MEETING ASTM No. 57 WITH ASTM No. 2 TO ASTM No. 4 MATERIAL. ¾" TO 1" DIAMETER CLEAN WASHED ANGULAR GRAVEL (ASTM No. 57) COULD BE USED AS A PERMEABLE PAVEMENT BASE MATERIAL WITH AT LEAST 40% FOR PERCOLATION. BASE MATERIAL SHALL BE 70% FIRM SAND WITH LESS THAN 2% FINES PASSING No. 200 SIEVE. THE BASE COURSE SHALL BE COMPACTED TO A MINIMUM OF 98%.

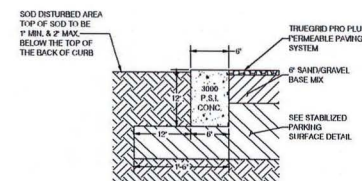
SUBGRADE

SUBGRADE MATERIALS IMMEDIATELY BENEATH THE BASE COURSE HAVE MINIMUM LIME/ROCK BEARING RATIO (LBR) OF 40 AS SPECIFIED BY TEST COMPACTED TO 98 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D 1557) VALUE.

STABILIZED PARKING SURFACE DETAIL
NOT TO SCALE

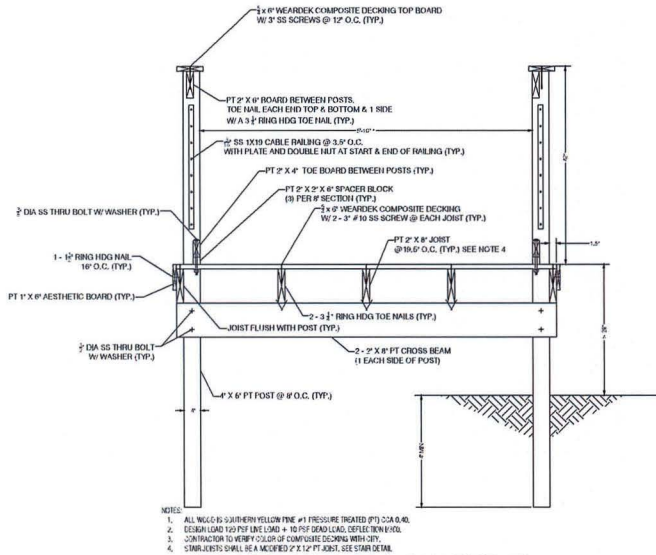
PAVER SCHEDULE:

- (A) ROADWAY CLAY PAVER MEETING ASTM C1272: 2-3/4 INCH THICK BRICK EDGE TYPE AND COLOR TO BE CONFIRMED BY THE CITY.
- (B) 6" 3000 PSI FIBER REINFORCED CLASS NS CONCRETE MEETING CURRENT FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION 347. BASE SHALL BE CONSTRUCTED WITH CROSS SLOPES MATCHING PROP. GRADE SHOWN IN THE GRADING PLAN.
- (C) TYPE S MORTAR MEETING ASTM C780
- (D) SAW CUT EXIST. ROAD & REPLACE WITH PROPOSED STABILIZED SUBGRADE 12" SUB-BASE COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-100 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40, OR FBV 75.

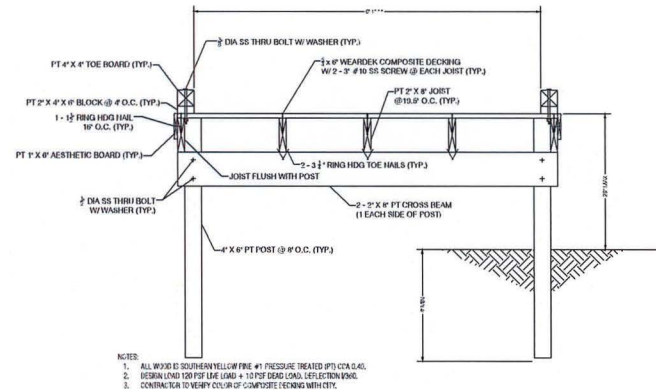


6" RIBBON CURB DETAIL
NOT TO SCALE

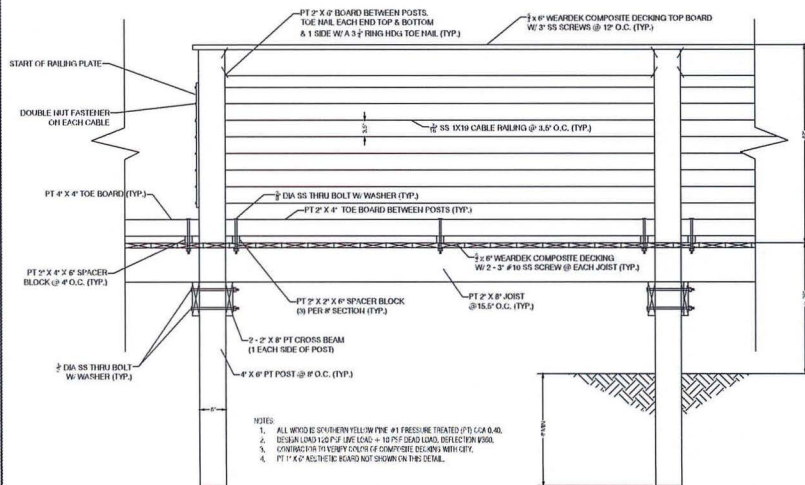
MOUNT DORA, FLORIDA FOREST PRESERVE		GENERAL DETAILS	
CITY OF MOUNT DORA		CITY OF MOUNT DORA	
half		half	
DESIGNED BY: CLB		DATE: JUNE 2023	
DRAWN BY: MC		CHECKED BY: BLT	
JOB NO.: 044712.112		FILE NAME: FOREST PRES.	
Sheet 05		CECILY L. BARNES, PE Registered Eng 92126	



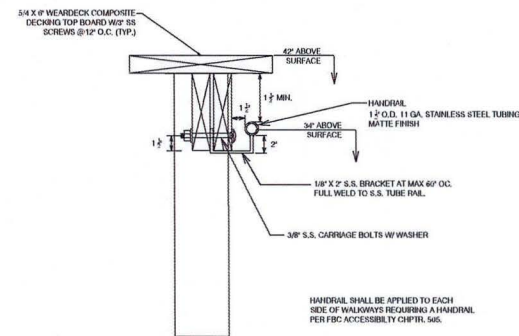
BOARDWALK W/ GUARDRAIL
N.T.S.



BOARDWALK W/ TOE BOARD
N.T.S.



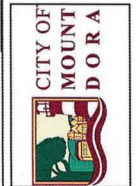
GUARDRAIL CENTER SECTION
N.T.S.



HANDRAIL DETAIL
N.T.S.

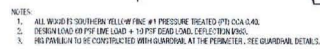
REVISION	DATE	BY	CHKD
1			
2			
3			
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MOUNT DORA, FLORIDA
FOREST PRESERVE
BOARDWALK DETAILS

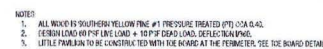


DATE: JUNE 2023
 DESIGNED BY: DKB
 DRAWN BY: MC
 CHECKED BY: BLT
 JOB NO.: 044712.112
 FILE NAME: FOREST PRES.
 Sheet 06

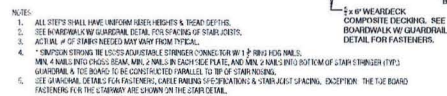




N.T.S.



N.T.S.



N.T.S.



N.T.S.

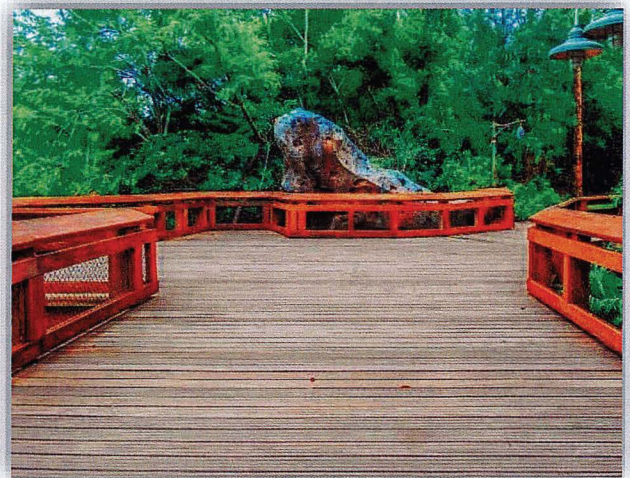
ATTACHMENT #2

Forest Preserve

Features

Elevated Boardwalk

- 375 linear feet of elevated boardwalk, for a trail loop that connects with dirt trail on western end
 - 181' will have toe rail only
 - 194' will have 42" high guardrail due to elevation
 - Composite deckboard and bench seating
 - Two open areas connected to boardwalk, with bench seating and stainless steel cable railing



Entry Structure, Parking and Crosswalks

- Cedar framing, multi-rib metal roofing on two identical 8' x 12' entry structures
- Permeable parking with traffic-rated composite grid and gravel infill (3 at north entry, 4 at south entry)
- Brick inlay at two pedestrian crosswalks, one on 20th Avenue and one in library parking lot

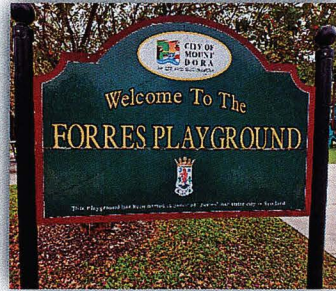


ATTACHMENT #3

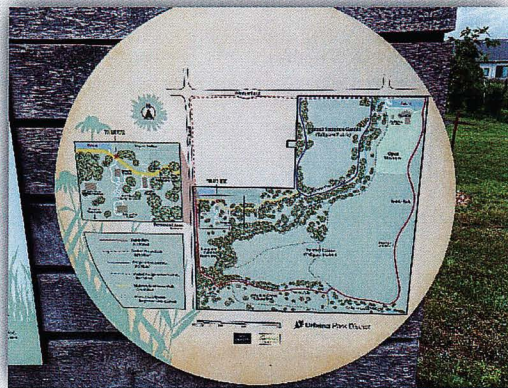
Forest Preserve

Signage

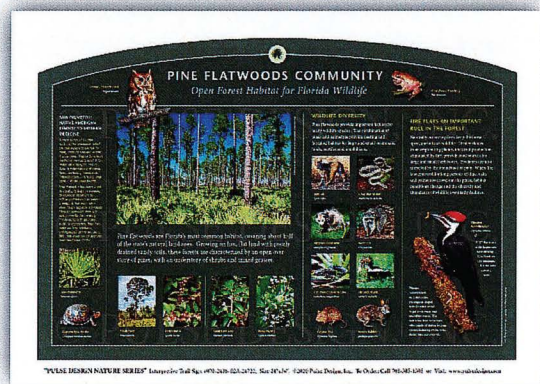
1. **Streetside** One at each entry, city colors and city logo



2. **Map** One at each entry, includes points of interest, boardwalk trail and dirt trail routes, FRDAP funding



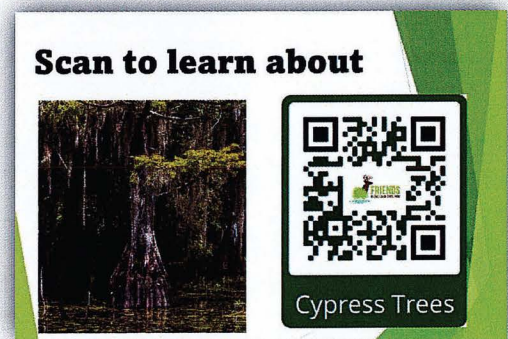
3. **Ecosystem** One at each entry, includes flora and fauna species, seasonal information, original ecosystem traits



4. **Wayfinding** 10-15 signs directing foot traffic to stay on the trail, away from Suzanne Drive, no parking at the lift station, area under restoration, etc.



5. **Trailside** 30-40 species, QR code that links to Florida Native Plant Society's database, will be managed by the season



6. **Rules** One at each entry, hours of operation, staying on the trail, trash, hours of operation, no bicycles, noise ordinance, etc.



ATTACHMENT #4 Forest Preserve

Wonder Walk

Forest Preserve will contain two story walks, with both hardware and content wholly sponsored by the Friends of the Library.

Children's Story Walk

- 5' wide boardwalk approximately 200 yards long
- 20 sign holders installed
- New children's picture book installed each month



Adult Story Walk

- One-mile dirt loop trail
- 5 sign holders installed
- New art, prose and poetry installed quarterly



FOREST PRESERVE

Mount Dora, Florida 2024 Calendar

April

Saturday, April 13 @ 2 PM
Saturday, April 27 @ 8: AM
Sunday, April 28 @ 2 PM
Tuesday, April 16 @ 10:30

Guided Walk with a Naturalist: Welcome to Your Forest!
Workday – Coral Ardisia Removal
Poetry Contest & Walk with Lake County Poet Laureate
Story Birds Story Time – Forest activity afterwards

May – June – July – August

2nd Saturday at 8:30 AM
Last Saturday at 8:30 AM

Guided Walk with a Naturalist
Workday – Coral Ardisia Removal

September

Thursday, Sept. 12 @ 2 PM
Tuesday, Sept. 24 @ 10:30
Saturday, Sept. 28 @ 8 AM

Guided Walk with Florida Fish & Wildlife: Florida Black Bear
Story Birds Story Time – Forest activity afterwards
Workday – Coral Ardisia Removal

October

Sunday, Oct. 6 @ 2 PM
Sunday, Oct. 13 @ 2 PM
Saturday, Oct. 19 @ 2 PM
Saturday, Oct. 26 @ 8 AM
Tuesday, Oct. 29 @ 10:30

Nature Book Club: Forest Bathing, Qing Li
Guided Walk: Lichens with Laurel Kaminsky
Family Forest School: What's Under (& Over) that Log?
Workday – Coral Ardisia Removal
Story Birds Story Time – Forest activity afterwards

November

Saturday, Nov. 8 @ 2 PM
Saturday, Nov. 16 @ 2 PM
Tuesday, Nov. 19 @ 10:30
Saturday, Nov. 29 @ 8 AM

Guided Walk with a Naturalist: The Magic of Oaks
Family Forest School: Build a Fort!
Story Birds Story Time – Forest activity afterwards
Workday – Coral Ardisia Removal

December

Saturday, Dec. 14 @ 2 PM
Tuesday, Dec. 19 @ 10:30

Guided Walk with a Naturalist: Berries in the Forest
Story Birds Story Time – Forest activity afterwards



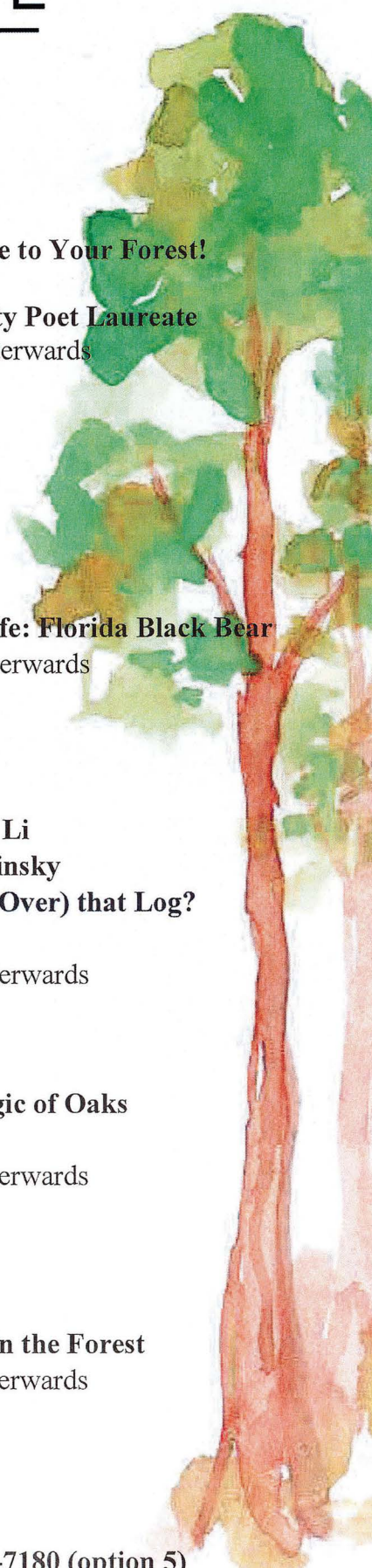
CITY OF
MOUNT
DORA

W.T. BLAND PUBLIC LIBRARY

W.T. Bland Public Library

1995 N. Donnelly, Mount Dora, FL 32757

library@cityofmoundora.com (352) 735-7180 (option 5)



This instrument was prepared by:

Cathy Lunday
City of Mount Dora
1995 N Donnelly Street
Mt. Dora, FL 32757

NOTICE OF SITE DEDICATION AND LIMITATION OF USE

(fee simple ownership by grantee)

City of Mount Dora

510 N. Baker Street, Mt. Dora, FL 32757

Name of Grantee as Shown on Grant Agreement

Grantee Mailing Address

("grantee") has acquired or developed the real property described in Attachment A, attached hereto and incorporated herein by reference (the "Project Site"), with financial assistance provided by the Florida Recreation Development Assistance Program, in accordance with Chapter 62D-5, F.A.C. Pursuant to Rule 62D-5.059(1), F.A.C., the grantee hereby dedicates the Project Site in perpetuity as an outdoor recreation area for the use and benefit of the general public.

The grantee covenants that the Project Site and any facilities thereon, as set forth in the grant agreement attached hereto and incorporated herein as Attachment B and depicted on the boundary map attached hereto and incorporated as Attachment C, will be open to the public at reasonable times, will be operated in a safe and attractive manner, and the grantee will abide by the requirements of Chapter 62D-5.053-.059, F.A.C., relating to Florida Recreation Development Assistance Program funding for the Project Site. Pursuant to Rule 62D-5.059(3), F.A.C., if the grantee converts any part of the Project Site or facilities thereon acquired or developed with grant assistance to other than a use approved by the State of Florida Department of Environmental Protection, the grantee shall replace the area, facilities, resource, or site at its own expense with a project adjacent to or near the original Project Site that is of comparable or greater scope and quality and acceptable to the State of Florida Department of Environmental Protection.

WITNESSES:

City of Mount Dora

(SEAL)

Name of Grantee as Shown on Grant Agreement

Original Signature

By: _____
Original Signature

Printed Name of Witness

Printed Name

Original Signature

Printed Title

Printed Name of Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as _____, for and on behalf of City of Mount Dora. He/She is personally known to me or who has produced _____ as identification.

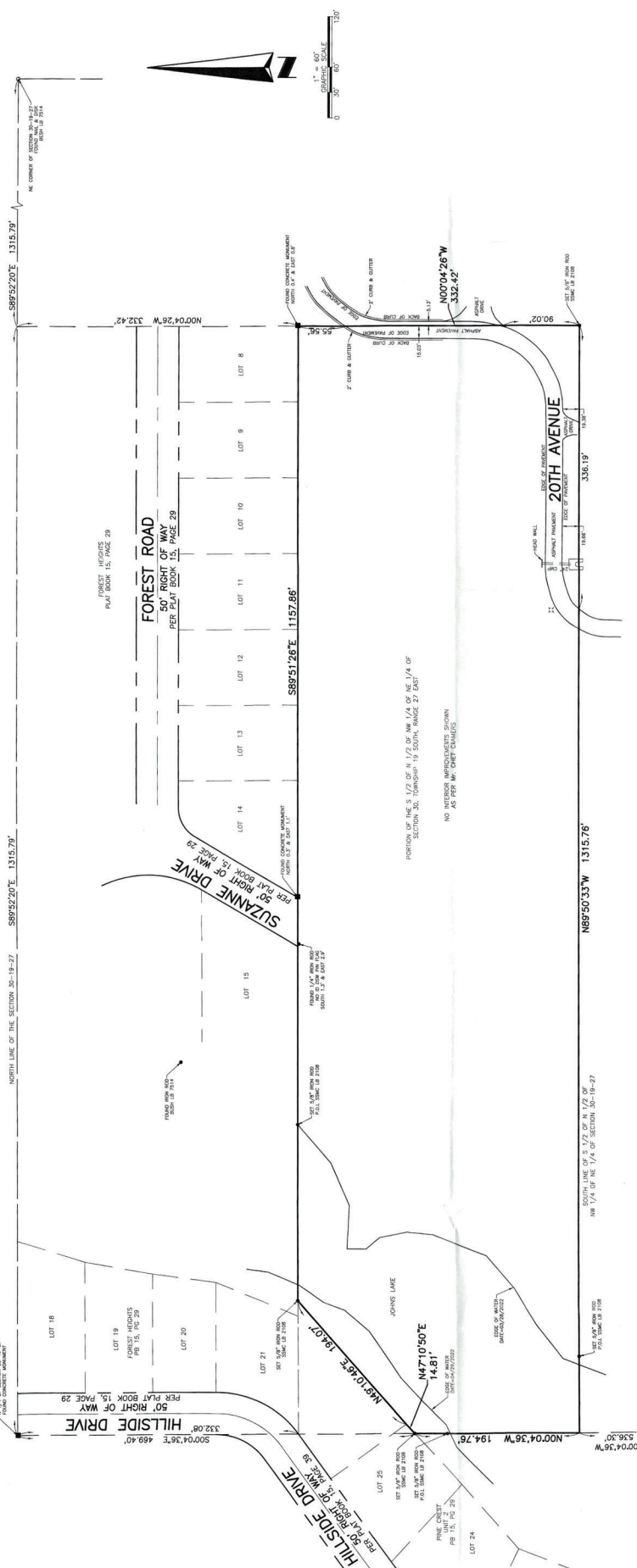
(SEAL)

Signature of Notary Public, State of Florida

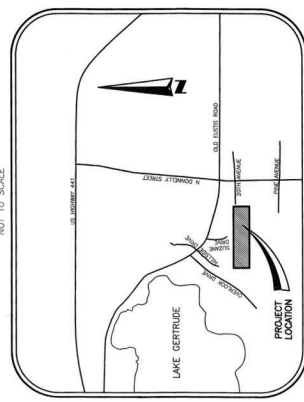
FOREST PRESERVE

SECTION 30, TOWNSHIP 19 SOUTH AND RANGE 27 EAST LAKE COUNTY, MOUNT DORA, FLORIDA

City of Mount Dora
FRDAP #A22030
Forest School
Park



- LEGEND & ABBREVIATIONS:**
- IRON ROD
 - CONCRETE MONUMENT
 - MAIL & DISK
 - IRON PIPE
 - LIGHT POLE
 - MITTERED END SECTION
 - CORRUGATED METAL PIPE
 - LICENSED BUSINESS
 - IDENTIFICATION
 - PROFESSIONAL SURVEYOR AND MAPPER
 - NORTH AMERICAN DATUM
 - NAD
 - NORTH AMERICAN VERTICAL DATUM
 - SOURCE: SURVEYING & MAPPING CORPORATION



DESCRIPTION: Per Property Record Card (No Recorded Deed Found or Provided to this Surveyor)

The South 1/2 of the North 1/2 of the Northwest 1/4 of Section 30, Township 19 South, Range 27 East, Lake County, Florida, less that part west of Lake John.

SURVEYOR'S RECORD:

- Utility locations shown herein are based on field notes of measurements by utility company representatives, surface features and construction plans furnished to the surveyor. Additional utility locations may be discovered by a search of the Public Records.
- Estimates or rights of way that appear on recorded plans or that have been furnished to the surveyor by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
- Horizontal Adjustments for this survey are in accordance with the standards of practice set forth by the Board of Professional Surveyors and Mappers in Chapter 35-17, requirements of the Florida Statutes, and the Florida Surveying and Mapping Board's rules and regulations. The survey was conducted using a Leica TS16 total station and a Leica 5000 GPS receiver.
- This survey does not determine ownership of the lands shown herein.
- Underground foundations have not been located.
- Survey lines and points were established by the surveyor using a Leica TS16 total station and a Leica 5000 GPS receiver. The survey was conducted using a Leica TS16 total station and a Leica 5000 GPS receiver.
- Features shown by symbol as indicated in the legend are not to scale.
- Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- Boundaries shown herein are based on East line of boundary as being South 07°04'26" East. Bearings and distances shown herein are measured unless otherwise noted.
- Horizontal positions for all features shown on the map are relative to North American Datum of 1983 (NAD83), 2011 edition. State Plane Coordinate System, Florida East Zone. Central point(s) used for this survey are National Geodetic Survey (NGS) point Densington 11 91 GPS 5' and P107 47724 distances shown are 200 distances.
- Unless shown, only those visible features found within the boundaries of this survey or in the immediate vicinity of the above described parcel boundary have been located per client request.
- Right of Way information shown herein was determined by field measurement, recorded plats, recorded Right of Way Maps, and information obtained on the Lake County Property Appraisers web site.
- The above described parcel contains 9.29 acres, more or less.
- Adjacent property information shown herein was not furnished to this surveyor, and was compiled using latest available data. No attempt was made by this surveyor to verify its accuracy.

NOTES:

- This survey is intended to be used for the purpose of recording the boundaries of the lands shown herein. It is not intended to be used for any other purpose. Any other use, benefit, or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those parties and hereby disclaims any other liability and hereby restricts his rights in any other manner or form to use this survey, without express written consent of the surveyor.

CITY OF MOUNT DORA

BOUNDARY SURVEY

Forest Preserve

West 20th Avenue, Mount Dora, FL - 32757

AS SHOWN

Drawn By: J.O.

Field Date: March 25, 2022

Project Number: 67825001

Sheet Number: 1 OF 1

City of Mount Dora
FRDAP #A22030
Forest School Park

Legal Description

The S 1/2 of the N 1/2 of the NW 1/4 of the NE 1/4, LESS part West of Lake John, in Sec. 30, Twp. 19S., R. 27 East, Town of Mount Dora, according to plat thereof as shown upon public records of Lake County, Florida; also described as Blocks 152 to 155 inclusive, Town of Mount Dora. (Property).

RESOLUTION NO. 2021-113

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, DEP AGREEMENT NO.: A2030, FRDAP PROJECT NO.: A22030, FOREST SCHOOL PARK PROJECT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns, operates and maintains 12 acres of greenbelt forest located to the west of the W.T. Bland Public Library (Property); and

WHEREAS, the City previously determined that the Property needed improved access, learning stations, educational wayfinding, trails and other amenities to be better serve the citizens and visitors to the City of Mount Dora; and

WHEREAS, the City identified the Property improvements in the 2019 Parks and Recreation Master Plan; and

WHEREAS, in order to assist with the cost of the improvements to the Property, the City applied for and was recently awarded a grant from the State of Florida Department of Environmental Protection (DEP) as part of the FY 2021-2022 Florida Recreation Development Assistance Program (FRDAP); and

WHEREAS, the City has determined that it is in its best interest to enter into an agreement with the State of Florida Department of Environmental Protection related to the grant award for the Forest School Park Project, DEP Agreement No.: A2030, FRDAP Project No.: A22030.

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

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

SECTION 2. Approval of Agreement and Authorization to Execute.

A. The grant agreement, related to the Forest School Park Project, DEP Agreement No.: A2030, FRDAP Project No.: A22030, with the Florida Department of Environmental Protection (Agreement), attached hereto as **Exhibit “A”**, is hereby approved and the Mayor or designee thereof is authorized to execute the same on behalf of the City.

B. To the extent amendments to the Agreement are necessary, as long as such amendments do not materially alter the Agreement and the same have been approved by the City Attorney, the Mayor is hereby authorized to execute such amendments to the Agreement on behalf of the City.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Agreement for Forest School Park Project, DEP Agreement No.: A2030, FRDAP Project No.: A22030, 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.

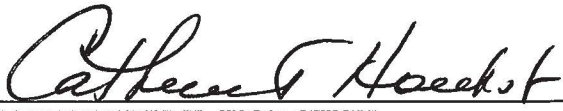
SECTION 6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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 21st day of September, 2021.


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

ATTEST:


for **JESSICA BURNHAM**
CITY CLERK

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

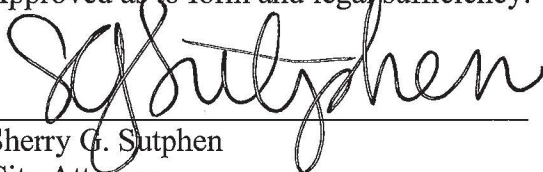

Sherry G. Sutphen
City Attorney

EXHIBIT "A"

Grant Agreement related to Forest School Park Project,
DEP Agreement No.: A2030, FRDAP Project No.: A22030
With the State of Florida Department of Environmental Protection

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Forest School Park** Agreement Number: **A2030**
2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **City of Mount Dora** Entity Type: **a local government**
- Grantee Address: **1995 N. Donnelly Street, Mount Dora, FL 32757-5521** FEID: **59-6000380** (Grantee)
3. Agreement Begin Date: **upon execution** Date of Expiration: **June 30, 2024**
4. Project Number: **A22030** Project Location(s): **West 20th Avenue, Mount Dora, FL 32757-9503**
(If different from Agreement Number)
- Project Description: **Develop new outdoor classroom facility, interpretive signage and install new landscaping. Renovate nature trails.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$50,000.00	☒ State ☐ Federal	Line Item No. 1692A, GAA, FY2021-2022	\$50,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$50,000.00

6. Department's Grant Manager Name: **Angela Bright** or successor
Address: **3900 Commonwealth Blvd.
MS# 585
Tallahassee, FL 32399**
Phone: **850-245-2501**
Email: **angie.bright@floridadep.gov**
- Grantee's Grant Manager Name: **Cathy Lunday, Library and Project Manager** or successor
Address: **1995 N. Donnelly Street
Mount Dora, FL 32757-5521**
Phone: **352-735-7180 ext. 3110**
Email: **LundayC@ci.mount-dora.fl.us**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Mount Dora

GRANTEE

Grantee Name

By Charles A. Revell
(Authorized Signature)

9-28-21
Date Signed

Charles F. Revell, Interim City Manager
Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By Callie DeHaven
Digitally signed by Callie DeHaven
Date: 2021.10.20 09:53:55 -04'00'
Secretary or Designee

Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

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4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

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acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

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16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents 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 Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A2030**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Forest School Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☐	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
☒	☐	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Attachment 2

1 of 2

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Forest School Park
Grantee Name: City of Mount Dora
FRDAP Project # A22030
DEP Agreement # A2030

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at West 20th Avenue, Mount Dora, FL 32757-9503 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor (June 2, 2021).

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2024.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$50,000.00
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$50,000.00
Match Ratio:	0%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement ²	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: Develop new outdoor classroom facility, interpretive signage and landscaping. Renovate nature trails. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2024, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

Attachment 4

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5, Exhibit 1

5 of 6

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1692A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from Florida Forever Trust Fund	2021-2022	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

Total Award	\$50,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
Status Reports.
 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

Attachment 6

2 of 3

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

Exhibit A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: Adobe Signature

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April:

Due May 5th
- ☐ May through August:

Due September 5th
- ☐ September through December:

Due January 5th

LIAISON: _____

Signature

Date



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval to Apply for Florida's Urban and Community Forestry-Inflation Reduction Act Grant (UCFIRA) and Request Authorization for the Mayor to Sign the Application Once Complete

Introduction:

This is a request for authorization to apply for Florida's Urban and Community Forestry-Inflation Reduction Act Grant (UCFIRA).

Discussion:

Florida's Urban and Community Forestry-Inflation Reduction Act Grant (UCFIRA) is a 0% matching grant providing funding to organizations that further the State's cultural objectives through conducting, creating, producing, presenting, staging or sponsoring cultural exhibits, performances, educational programs, or events. Organizations may apply for up to \$75,000.00 in state funds to support their arts and cultural programming.

The primary purpose of the Urban and Community Forestry-Inflation Reduction Act grant program is to promote better urban forest management and to provide resources necessary for the retention and expansion of community tree canopy throughout the State of Florida. Trees are a vital component of urban infrastructure, but trees must be properly managed to maximize the benefits they provide to the community. By properly managing their urban forest, communities can increase property values, tourism appeal, and the physical and mental health of residents, while reducing storm water runoff, energy consumption, and air and water pollution.

The previous City Arborist and current Horticulturalist both identified issues with tree canopies in a couple of our most popular parks. The Parks and Recreation Department wishes to use this grant to assist in getting ahead of these issues. The tree canopy in our City and parks is a treasured commodity that residents and staff all want to protect. This grant will allow us the funding to help take the appropriate steps to plan for future tree canopy within our parks. The extent to which we can plan for the first phase is contingent on the scope and expenses associated with the identified issues.

Budget Impact:

Florida's Urban and Community Forestry-Inflation Reduction Act Grant (UCFIRA) requires no match with up to \$75,000 in available funding. There is a 0% match associated with this grant. The expense to the City would be identified through this process.

Strategic Impact:

- Objective 1.4 Promoting tourism by enhancing Mount Dora as a destination
- Objective 3.1 Identify and seek funding sources

Recommendation:

City Council approve the request to apply for Florida's Urban and Community Forestry-Inflation Reduction Act Grant (UCFIRA).

Attachment(s):

1. 2024 Urban Forestry IRA

Prepared by:	Jennifer Schwarz, Operations Manager	
Reviewed by:	Troy Shonk, Parks & Recreation Director	Approved - 3/5/2024
	Aneta Barton, Budget Director	Approved - 3/11/2024
	City Attorney,	Approved - 3/12/2024
	Jeanann Hand, City Clerk	Approved - 3/12/2024
	Vince Sandersfeld, Planning and Development Director	Final Approval - 3/12/2024



Florida's Urban and Community Forestry-Inflation Reduction Act (UCFIRA) grant program

The primary purpose of the Urban and Community Forestry-Inflation Reduction Act grant program is to promote better urban forest management and to provide resources necessary for the retention and expansion of community tree canopy throughout the State of Florida. Trees are a vital component of urban infrastructure, but trees must be properly managed to maximize the benefits they provide to the community. By properly managing their urban forest, communities can increase property values, tourism appeal, and the physical and mental health of residents, while reducing storm water runoff, energy consumption, and air and water pollution. Community forest management also helps to identify public safety hazards to residents and structures and is a useful tool in storm preparation. Local community leaders and the public should learn more about how their urban trees benefit their community, from an economic, social, and environmental standpoint. They also should learn about proper species selection, planting, and care for trees to minimize future maintenance problems and how to utilize green infrastructure to reduce storm water runoff.

Application Deadline: April 18, 2024

Contribution Match: 0%

Maximum Award: \$75,000

FDACS, Florida Forest Service (FFS) is requesting proposals for grants to:

1. Conduct tree planting projects in neighborhoods identified as disadvantaged by the Climate and Economic Justice Screening Tool (CEJST) found at <https://screeningtool.geoplatform.gov/>.
2. Conduct maintenance operations for public trees in areas that are identified as disadvantaged by the Climate and Economic Justice Screening tool (including, but not limited to, pruning to reduce hazards, removal of hazardous trees, or improving site conditions to enhance tree longevity).
3. Eligible projects include those emphasizing urban wood utilization, urban food forests, workforce development and extreme heat mitigation



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval to Apply for the Cultural Facilities Grant and Request Authorization for the Mayor to Sign the Application Once Complete

Introduction:

This is a request for authorization to apply for the Cultural Facilities Grant.

Discussion:

The Cultural Facilities Grant is a 2:1 matching grant providing funding to organizations that further the State's cultural objectives through conducting, creating, producing, presenting, staging or sponsoring cultural exhibits, performances, educational programs, or events. Organizations may apply for up to \$500,000.00 in state funds to support their arts and cultural programming. Therefore, the potential additional impact on the budget if awarded the full grant amount would be \$1,000,000 for the funding of the Mount Dora Community Resource and Recreation Center.

The Florida Department of State, through the Division of Cultural Affairs, provides financial support for the renovation, construction and acquisition of cultural and community facilities. Eligible projects for this funding opportunity include:

- Outdoor Amphitheater/Bandhills
- Performing Arts Centers
- Theaters
- Cultural Centers
- Education Facilities
- Community Centers

The City is seeking funding to assist in the financial obligations of the Mount Dora Community Resource and Recreation Center. The Parks and Recreation Director and Deputy Planning Director/CRA Manager identified this grant as an opportunity to assist in that funding.

Budget Impact:

The Cultural Facilities Grant requires 2:1 match with up to \$500,000 in available funding. Therefore, the potential additional impact on the budget if awarded the full grant amount would be \$1,000,000.

Strategic Impact:

- Objective 1.4 Promoting tourism by enhancing Mount Dora as a destination
- Objective 3.1 Identify and seek funding sources

Recommendation:

City Council approve the request to apply for the Cultural Facilities Grant.

Attachment(s):

1. 2024 Cultural Facilities Grant

Prepared by:	Jennifer Schwarz, Operations Manager	
Reviewed by:	Troy Shonk, Parks & Recreation Director	Approved - 3/5/2024
	Aneta Barton, Budget Director	Approved - 3/12/2024
	City Attorney,	Approved - 3/12/2024
	Jeanann Hand, City Clerk	Approved - 3/12/2024
	Vince Sandersfeld, Planning and Development Director	Final Approval - 3/12/2024



Cultural Facilities Grant

The Florida Department of State through the Division of Cultural Affairs provides financial support for the renovation, construction and acquisition of cultural and community facilities.

Eligible projects for this funding opportunity include:

- Outdoor Amphitheater/Bandhills
- Performing Arts Centers
- Theaters
- Cultural Centers
- Education Facilities
- Community Centers

Application Deadline: June 1, 2024

Maximum Grant Amount: \$500,000

Match Requirements:

- 1 to 2 match for organizations that Total Support and Revenue of more than \$500,000 in the unrestricted column of the audit in their last completed fiscal year
- 1 to 1 match for REDI organizations

At least 25% of the matching funds must be cash.



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Meeting Minutes: March 5, 2024 City Council Regular Session Minutes

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council approve minutes as transcribed.

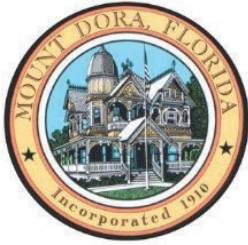
Attachment(s):

1. 03.05.2024.Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, Planning and Development Director

Final Approval - 3/12/2024



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
March 5, 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 meeting of the Mount Dora City Council in the City Hall Council Chambers.

MOMENT OF SILENCE AND 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

Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Mount Dora Fun Fact

Mayor Stile spoke about Lena Richardson, who founded Mount Dora Hospital, and read a proclamation in honor of Women's History Month.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Joe Lewis, 148 Charles Avenue, spoke about the recent actions leading to the City Manager's departure.

Charlie Sands, 980 Page Lane, expressed her dissatisfaction with the City's treatment of the former City Manager.

John Tucker, 101 North Grandview, #301, spoke about his dissatisfaction with Council's actions regarding the former City Manager.

Sharon Crow, 380 North McDonald Street, spoke against the conversion of the 4th Avenue Pedestrian mall into a parking area for golf carts.

Jay Smith, 1046 McDonald Street, spoke in favor of waiting until after the election to search for a new City Manager.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENT

Councilmember Walker proposed to appoint Bailey Stack to the CRA Advisory Board.
Councilmember Bryant proposed to appoint Mark Slaby to the CRA Advisory Board.

MOTION BY COUNCILMEMBER CATALDO TO APPROVE THE TWO APPOINTMENTS; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Task Authorizations with Faden Builders for the Renovation of Gilbert Park Restroom, Renovation of Sunset Park Restroom, and the Construction of Summerview Park Basketball Court.

2. Request Approval of Meeting Minutes: January 22, 2024 City Council Special Meeting Minutes

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

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

ACTION ITEMS

1. Request Approval of Interlocal Agreement Between Lake County and the City of Mount Dora for Vista Ridge Drive

Mr. Sandersfeld explained that this agreement will ratify the planned Vista Ridge Drive. Concerning aspects of an earlier draft have been addressed. The County has reviewed the agreement and approved it. City staff recommends approval.

Without this agreement, developers would potentially be able to build in the corridor. This agreement sets up a better policy for the City, and contributes to the connectivity of the Wolf Branch area.

When the property is annexed, Vista Ridge will become a City road. The City will assume the maintenance burden, but that responsibility also empowers the City to protect its interests for the road and the area.

The extensive detail included in the agreement ensures that the developer is aware of the City's requirements up front. Road configuration was discussed.

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF MOUNT DORA FOR VISTA RIDGE DRIVE; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

Walker
Cataldo
Rolfson
Dawson
Bryant
Stile

NO *None*

PUBLIC HEARING-RESOLUTIONS-ORDINANCES

1. Request Approval First Reading of Ordinance No. 2024-05, 1st Amendment PUD Master Plan for Vista Hills

Mr. Brackins read Ordinance No. 2024-05 by title only.

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE MASTER PLAN FOR THE VISTA HILLS PLANNED UNIT DEVELOPMENT AS SET FORTH HEREIN; AMENDING ORDINANCE NO. 2022-20 BY ADOPTING UPDATED VISTA HILLS PLANNED UNIT DEVELOPMENT MASTER PLAN TERMS AND CONDITIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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 reminded Council of the actions that had been taken prior to bringing this ordinance to Council for a first reading. The preliminary and final PUD were approved by Council. Nothing has changed since that time. There will be 25 acres with 442 residential units, and 8 acres devoted to personal-service type commercial.

This item was delayed due to the developer seeking a credit for a Niles Road extension. This first amendment reestablishes the PUD. The developer is projecting a 4-year time frame.

The amendment also clarifies the parking formula, which is embedded in the amendment. The Planning Commission recommends approval. City staff also recommend approval.

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. 2024-05; 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 Final Reading and Adoption of Ordinance No. 2024-06, Amendment to Section 42-203 Mount Dora Code of Ordinances Operator of a Golf Cart Minimum Driver's Age.

Mr. Brackins read Ordinance No. 2024-06 by title only.

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CITY OF MOUNT DORA CODE OF ORDINANCES, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT OF THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES; 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 of the ordinance.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE SECOND READING AND ADOPT ORDINANCE NO. 2024-06; 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 ITEMS

1. FY 24-25 Budget Calendar Discussion

Budget Director Aneta Barton announced the dates set for the 2024-2025 Fiscal Year Budget Workshops. Councilmembers consulted their schedules to determine their availability for meeting dates.

2. Mount Dora Police Department Recruitment and Retention Program

Police Chief Mike Gibson explained the purpose of the program and spoke about the reasons this program is necessary. He provided statistics regarding the Mount Dora Police Department's hiring and retention history. He emphasized the need to hire and retain officers of high quality. He spoke about the City's plans for promotions, starting-salary increases and training opportunities. Budget Director Aneta Barton explained the budget impact of these changes, which would be minimal during this fiscal year. Council and staff discussed the less effective methods for recruitment and retention that the City implemented in the past.

It was determined that the March 19th City Council agenda would include an item for the pay increase for current Police staff.

3. City Manager Selection Process

March 19, 2024 City Council Regular Session Agenda Packet

Council discussed the best approach to hiring a new City Manager. It was agreed that Mr.

Sandersfeld would continue as Interim City Manager and Steve Langley would continue as Acting Assistant City Manager through Budget Season. Councilmember Dawson would work with Mr. Sandersfeld to formulate a timeline for moving forward from this state. A workshop would be held to address this matter.

CITY MANAGER'S REPORT

Mr. Sandersfeld spoke about the Wekiva Parkway grand opening and the North East clean-up event.

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about the possibilities for Charter Review. He mentioned the upcoming AMCO evidentiary hearing.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson spoke about legislative issues.

Councilmember Dawson thanked Chief Gibson for the police department's success in apprehending a threat to his neighborhood.

Councilmember Walker thanked those who participated in the North East Cleanup Day. He acknowledged Carl Davis from the Tri-City NAACP and his wife, who were present at the meeting.

Councilmember Cataldo broached the topic of social media comments, which are currently not visible on the City's social media pages. He, Mr. Brackins and Mr. Langley discussed progress for the repair of damaged CenturyLink boxes. He asked Mr. Brackins about the allowance for public comment at the AMCO hearing, where the City will be defending the denial of the PUD.

Vice-mayor Crail spoke about the Cleanup Day. He distributed the latest summary of the City's legal bills. He voiced his support for devising measurements and defining clear priorities in relation to the selection of a City Manager, and for the City's strategy for moving forward from this point.

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 8:06 p.m.



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Approval of Memorandum of Agreement between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police, Inc.

Introduction:

This is a request for the City Council to approve the Memorandum of Agreement between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police, Inc.

Discussion:

The City of Mount Dora and the Florida State Lodge Fraternal Order of Police, Inc., have a current Collective Bargaining Agreement (CBA) covering the period of October 1, 2021, through September 30, 2024. The CBA allows either party to re-open Article 9, covering wages, and Article 31, covering general provisions annually. An election was made by the union to negotiate wages and the compensation for outside police officer services covered under general provisions. Outside police services is also identified or known as extra-duty or off-duty employment by a non-city entity.

The City of Mount Dora is investing heavily in the recruitment and retention of their new and veteran police officers. The strategy is to create a positive environment that leads to long-term employees. The positive environment includes a stable command structure, highly trained supervisors, opportunities for professional development and a compensation package that will lead to long-term and productive employment.

In an effort to create a compensation package to improve recruitment, retention, and a positive environment, the City of Mount Dora and the Florida State Lodge of the Fraternal Order of Police (FOP) have agreed to a thirteen percent (13%) wage increase for the sworn members of the Mount Dora Police Department. Additionally, the City of Mount Dora and the Florida State Lodge Fraternal Order of Police, Inc. have agreed to increase the compensation rate for outside police services.

If approved by Council, the Florida State Lodge Fraternal Order of Police, Inc. will present the agreement to their membership for approval. If approved by the Council and the membership, the wage increase and the increase in the compensation rate for outside employment of police

services are expected to take effect on April 9, 2024. In research published by the Bureau of Justice Assistance and the Office of Community Oriented Policing Services, the researchers indicated that law enforcement organizations should be using benefits and incentives in their recruitment and retention strategies for law enforcement officers. The research further describes how benefits and incentives will also show the employees that they are committed to the law enforcement officer's well-being and happiness, thereby improving the morale of the employees and ultimately improving the service to the community and the longevity of the employee.

Further research published by the International Association of Chiefs of Police, in partnership with the Bureau of Justice Assistance, cites that the most frequent reason police officers leave is low compensation. A more pointed statement found in their research suggests that employees who are struggling financially to survive will leave their low-paying employer for less than a 5 percent increase in compensation. When considering the investment the City makes in training a Mount Dora Police Officer, and the research that indicates personnel could leave for a very small increase in earnings if they are not being fairly compensated; the City should be highly motivated to ensure it is competitive in its compensation strategy.

Compensation is not the single most important motivator in recruiting and retaining law enforcement officers. However, it is one very important component of a broad strategy the City must employ to recruit and retain its employees.

Like many law enforcement agencies, the Mount Dora Police Department has been faced with a high turnover rate over the past few years. The high turnover has also directly impacted neighboring law enforcement agencies. The range of staffing shortages in the neighboring law enforcement agencies is generally about ten-percent or higher of their budgeted positions. The exodus of employees from the Mount Dora Police Department was surely not based solely on compensation; however, it was a significant reason cited by many. The City believes that through the creation of a stable command structure, the development of opportunities, coupled with an aggressive compensation package, the City will significantly reduce the turnover rate at the Mount Dora Police Department. With a reduction in the turnover rate, the City will grow into a seasoned law enforcement agency that will provide the high level of professional service the City demands from its law enforcement officers.

It is staff's recommendation that the Council authorize the thirteen percent (13%) pay increase for all sworn personnel of the Mount Dora Police Department.

The outside employment of police services is a function provided by nearly every law enforcement organization. Outside employment of police services is also known as extra-duty or off-duty employment where the employer is a non-city entity. The non-city entity pays for the services of a certified law enforcement officer to provide security or law enforcement services. The City of Mount Dora and the Florida State Lodge Fraternal Order of Police, Inc. have agreed to the following: 1.) Outside Employment Police Services will be paid at the minimum rate of \$45.00 per hour for Officers and \$50.00 per hour for Supervisors. 2.) Outside Employment Police Services on a City recognized holiday will be paid at the minimum rate of \$50.00 per hour for Officers and \$55.00 per hour for Supervisors.

It is the City's recommendation that the Council authorize the increase in the Outside Employment Police Services compensation rates.

Budget Impact:

The cost of the thirteen percent (13%) wage increase is projected to be \$262,400.00. The funding for the wage increase will be covered by the unused funds from the unfilled positions the police department experienced during the first half of the fiscal year.

The increase in the compensation rate for outside police services is covered by a non-city entity and will not have a budgetary impact.

Strategic Impact:

The costs associated with a high turnover rate exceed the costs of providing a competitive compensation package.

Recommendation:

Approval of the Memorandum of Agreement between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police, Inc., i.e., thirteen percent (13%) wage increase and the increase in the Outside Police Services compensation rates.

Attachment(s):

1. Memorandum of Agreement FOP MDPD 3.12.24

Prepared by: Michael Gibson, Chief of Police

Reviewed by: Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, Planning and Development Director

Approved - 3/11/2024

Approved - 3/12/2024

Approved - 3/12/2024

Final Approval - 3/12/2024

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into between the City of Mount Dora (the "City") and the Florida State Lodge Fraternal Order Of Police, Inc., (the "FOP"), collectively "the parties." The parties agree as follows:

1. Pursuant to Article 19 of the parties' collective bargaining agreement, Article 9 – Wages and Article 31 – General Provisions were reopened for Fiscal Year 2023-24. No other articles were reopened for Fiscal Year 2023-24.

2. To resolve the reopener negotiations for Fiscal Year 2023-24 law enforcement bargaining unit employees will receive a 13% across-the-board increase to their base pay in addition to the 5% they already received in FY 2023-24, by adding 13% to each step of the bargaining unit step plans. The 13% increase will be provided on the payroll starting 04/08/2024 and is subject to City of Mount Dora Council Approval. Additionally, Article 31.7.C, Outside Employment Police Services, will be changed to reflect the minimum rates of \$45.00 per hour for Officers and \$50.00 per hour for Supervisors, and Article 31.7.D will be changed to reflect the minimum rates of \$50.00 per hour for Officers and \$55.00 per hour for Supervisors.

3. The revised Fiscal Year 2023-24 step plans will be as follows:

A. Officer:

New Hire	26.7464
1	27.1341
2	27.6601
3	27.7952
4	27.9304
5	28.0110
6	28.2842
7	28.8144
8	29.1682
9	29.7161
10	30.4231
11	31.7436
12	32.5161
13	33.1630
14	34.0470
15	34.9137
16	35.8148

B. Corporal:

1	27.9961
2	28.6789
3	29.3766

4	29.6631
5	29.9496
6	30.2486
7	30.4978
8	31.1456
9	31.9305
10	32.7154
11	33.5500
12	34.3599
13	35.1821

C. Sergeant:

1	34.5269
2	35.3690
3	36.2286
4	36.5774
5	36.9387
6	37.3001
7	37.7734
8	38.2842
9	38.8947
10	39.8166
11	40.5890
12	41.3864
13	42.1463
14	43.0059

4. This Agreement will be effective upon ratification by both the FOP and the City Council.

FOR THE CITY:

Vince Sandersfeld
Acting City Manager

(Date)

FOR THE FOP:

Luis Tanzi
Staff Representative
Florida State Fraternal Order of Police

(Date)

FOR THE FOP:

Gary Hutcheson
President of Lodge 147
Florida State Fraternal Order of Police

(Date)



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-08**, Adding Friday, July 5, 2024, to the City's Observed Holiday Schedule

Introduction:

This is a request for City Council to adopt **Resolution No. 2024-08**, adding Friday, July 5, 2024, to the City's Observed Holiday Schedule

Discussion:

In 2024, the City of Mount Dora will observe the Independence Day holiday on Thursday, July 4, 2024. This is a request for City Council to add Friday, July 5, 2024, to the City's observed holiday schedule and to authorize the closure of City Hall and administrative operations on Friday, July 5, 2024.

With the addition of Friday, July 5th, 2024, the City Holiday Schedule for the remainder of the year would be as follows:

Monday, May 27	Memorial Day
Wednesday, June 19	Juneteenth
Thursday, July 4	Independence Day
Friday, July 5	Day After Independence Day*
Monday, September 2	Labor Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving
Friday, November 29	Friday After Thanksgiving

Wednesday, December 25	Christmas Day
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Budget Impact:

N/A

Strategic Impact:

Goal 3, Objective 3.2: Attract and maintain city human resources through competitive compensation and benefits.

Recommendation:

City Council approve Resolution No. 2024-08, Adding Friday, July 5, 2024, to the City's Observed Holiday Schedule.

Attachment(s):

1. RESOLUTION NO 2024-08 July 5th Holiday

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, Planning and Development Director

Approved - 2/20/2024

Approved - 3/12/2024

Approved - 3/12/2024

Final Approval - 3/12/2024

RESOLUTION NO. 2024-08

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO JULY 5th AS AN OFFICIAL PAID HOLIDAY IN 2024; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF JULY 5, 2024 AS AN OFFICIAL PAID HOLIDAY; 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 has a policy related to the official paid holidays that are recognized each year for all eligible full-time employees; and

WHEREAS, the City recognizes Independence Day as one of its official paid holidays, the observance of which will occur this year on Thursday, July 4, 2024; and

WHEREAS, the City of Mount Dora has determined that Friday, July 5, 2024, should be included as an official paid holiday for 2024, so employees and members of the public may join in the celebration of our Nation throughout the holiday weekend.

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution.

SECTION 2. Approval of July 5, 2024 as an Official Paid Holiday. Friday, July 5, 2024, is hereby approved as a City of Mount Dora official paid holiday to be included in the City's official holiday schedule for 2024. The City Manager is hereby authorized to close City facilities in observance of the holiday.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the July 5, 2024, as an official paid holiday for 2024, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

Resolution No. 2024-08

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.

CRISSY STILE, MAYOR
CITY OF MOUNT DORA

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora

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

Patrick Brackins, City Attorney
City of Mount Dora

Resolution No. 2024-08



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-10**, Signing of Acknowledgment of Statewide Mutual Aid Agreement 2023

Introduction:

This is a request for City Council to approve Resolution 2024-10, to sign acknowledgment of Statewide Mutual Aid Agreement 2023 version.

Discussion:

This is the 2023 version that replaces all previous agreements. The Emergency Management Act, chapter 252, Florida Statutes, provides each local government of the state with the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

Budget Impact:

There will be no budget impact.

Strategic Impact:

Public Safety - Fire.

Recommendation:

City Council to approve Resolution 2024-10 and sign acknowledgment of the Statewide Mutual Aid Agreement 2023.

Attachment(s):

1. Attachment #1 Statewide-emergency-response-plan-(serp)
2. Resolution 2024-10 Statewide Mutual Aid Agreement
3. Exhibit A Statewide Mutual Aid Agreement

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Joseph Hightower, Fire Chief
Aneta Barton, Budget Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, Planning and Development Director

Approved - 3/5/2024

Approved - 3/5/2024

Approved - 3/11/2024

Approved - 3/12/2024

Final Approval - 3/12/2024



STATEWIDE EMERGENCY RESPONSE PLAN (SERP)

JULY 16, 2021

FLORIDA FIRE CHIEFS' ASSOCIATION
221 Pinewood Drive, Tallahassee, Florida 32303

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FFCA STATEWIDE EMERGENCY RESPONSE PLAN

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ATTACHMENT #1

Revision Log

Line #	Date	Page/Section	Revision
1	June 25, 2003	DEM area	Revised
2	June 26, 2003	FFCA ERC	Revised ERC list
3	April 6, 2004	Page-5	Added reference to HazMat, ESF 10
4	April 6, 2004	Page-6	Added reference to Florida Department of Environmental Protection (DEP)
5	April 6, 2004	Page-6	Added reference to Florida Association of HazMat Responders
6	April 6, 2004	Page-8	Added reference to MOU with DEP
7	April 6, 2004	TOC	Table of Contents
8	May 18, 2004	Appendix-D	Removed Appendix D, MARC Frequencies
9	May 18, 2004	TOC	Table of Contents
10	April 29, 2005	Title Page	Changed address
11	April 29, 2005	Page-5	Changed IMS to NIMS
12	April 29, 2005	Page-7	Added reference to Region 7 North and 7 South
13	April 29, 2005	Page-8	Added SEOC Liaison position and responsibilities
14	April 29, 2005	Page-8	Added Training Competencies
15	April 29, 2005	Page-14	Revised Mission Tasking Number Definition
16	April 29, 2005	Page-14	Revised Pre-Hospital EMS Guidelines
17	April 29, 2005	Plan wide	Changed MAC to MARC
18	May 2, 2006	Page-50	Added Appendix D, Public Information Officer Deployment Ratings
19	August 3, 2006	Page-10	Added Code of Conduct
20	August 3, 2006	Plan wide	Re-numbered pages
21	August 18, 2006	Page-61	Added HazMat Resource Typing
22	August 18, 2006	Plan wide	Re-numbered pages
23	August 18, 2006	TOC	Revised Table of Contents
24	October 2006	Plan wide	Major Revision and Rewrite
25	April 2008	Page-8	Updated ESF Chart
26	April 2008	Page-10	Aligned FFCA and FDEM Regions (eliminated 7N)
27	April 2008	Page-12	Updated SEOC Liaison position rotation matrix
28	April 2008	Page-17	Added "Rapid Activation" language to Deployments
29	April 2008	Page-39	Added Regional EMS Liaison position
30	April 2008	Page-40	Added Agency Representative position
31	April 2008	Page-54	Added Swiftwater/Floodwater Typing
32	April 2008	Page-62	Updated Dept/Agency Designators

ATTACHMENT #1

FFCA STATEWIDE EMERGENCY RESPONSE PLAN

REVISION LOG

Line #	Date	Page/Section	Revision
33	April 2008	Page-102	Added Appendix H - Suggested Personal “Go Kit”
34	April 2008	Page-113	Added/updated FFCA/ICS 214 Form
35	October 2009	Page-10	US National Grid reference added
36	October 2009	Page-17	US National Grid reference added
37	October 2009	Page-18	Florida Disaster Assessment Snapshot System language
38	October 2009	Page-22	Emergency Response Telecommunications Task Force language
39	October 2009	Page-28	After Action Reporting
40	October 2009	Page-29	Removed yearly acknowledgment list of names
41	October 2009	Page-46	Appendix B, Updated the typing document
42	October 2009	Page-102	Appendix I, US National Grid, added
43	October 2009	Page-103	Appendix J, Florida Disaster Assessment Snapshot System
44	January 2010	Plan Revision	FFCA Board of Directors Approval
45	July 2011	Page-102	Appendix I, Updated USNG Web Tools section (#1 and 3)
46	July 2011	Page-117	Added Start/End to Engine and Pump Hours on the FFCA ICS 214 Form
47	July 2011	Page-10	Added FDLE, DSCR, FFCA, FNG to the ERC List
48	July 2011	Page-15	Added language describing minimum wildland firefighting qualifications
49	July 2011	Page-18	Added language to include FWC under Force Protection
50	July 2011	Page-27	Added language regarding work hours in Activation Orders to the end of “Expense of Personnel” section
51	July 2011	Page-45	Replaced the term “Comm Operator” with Telecommunicator
52	July 2011	Page-60/98	Updated Fire Department Dept/Agency Designators
53	January 22, 2014	Overview	Changed section title from Overview to SERP Overview
54	January 22, 2014	Overview	Added sub-section of FFCA SERP Mission between Overview section and body text
55	January 22, 2014	Overview	Reordered sub-sections
56	January 22, 2014	Overview	FFCA SERP Regions sub-section title removed. Content rolled into Regional Structure sub-section title
57	January 22, 2014	Overview	Moved Resource Inventory sub-section to new Resource Management section

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Line #	Date	Page/Section	Revision
58	January 22, 2014	Overview	Added sub-section title Memorandum of Understanding with Other ESF Lead Agencies, to existing body text
59	January 22, 2014	Resource Management	Added Resource Management section, and moved resource related sub-topics to this section. Sub-sections now include (Resource Typing; Resource Terminology; Mission Ready Packages (MRPs); FL-MutualAidNet Fire & EMS Resource Catalog & Deployment & Program; Resource Inventory Maintenance; Dept/Agency Resource Counts)
60	January 22, 2014	Resource Management	The FFCA SERP Typed Resource Guidance Document has been created to provide a single source for all resource typing definitions, used in the management of the SERP
61	January 22, 2014	Training and Credentialing	Combined Credentialing and Training section titles, into one, now named Training and Credentialing. Sub-sections now include (Minimum Firefighter Competences; State EOC Liaison Officer Training; Minimum Wildland Fire Qualifications; FL- MutualAidNet Training; Position Specific Minimum Training; Credentialing)
62	January 22, 2014	Plan Activation- Statewide Deployment	Divided Activation section into two sections, Plan Activation- Statewide Deployment and Plan Activation-Regional Deployment. Sub-sections now included under Statewide Deployment (Statewide Mutual Aid Agreement; Requesting Assistance; Locating and Confirming Assistance; Resource Deployment Concepts; Activation Orders; Documentation; Resource Deployment Actions and Support)
63	January 22, 2014	Plan Activation- Regional Deployment	Sub-sections now included under Regional Deployment (Overview; Regional Deployment Restrictions; Regional Deployment Coordination; Pre-Identifying Regional Deployment Resources; Run Cards; Requesting Assistance; Response to Request For Assistance; Reimbursement; State Notification)
64	January 22, 2014	Added Regional Deployment Process	Added a section that allows the SERP to support the rapid response of resources within a specified area, county or region
65	January 22, 2014	FL- MutualAidNet	Incorporated the use of FFCA's new FL- MutualAidNet Fire & EMS Resource Catalog & Deployment & Program, into the plan
66	January 22, 2014	Misc topics moved	Topics: Code of Conduct, Force Protection, Florida Disaster Assessment Snapshot, Uniform Vehicle Mission Markings, Mission Books, Logistical Support, Communications, moved to

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FFCA STATEWIDE EMERGENCY RESPONSE PLAN

REVISION LOG

Line #	Date	Page/Section	Revision
			Plan Activation-Statewide Deployment/Resource Deployment Actions and Support
67	January 22, 2014	Request for Assistance (RFA)	Moved to Plan Activation-Statewide Deployment/Requesting Assistance
68	January 22, 2014		FFCA Board of Directors approved SERP revisions (all January 22, 2014 changes)
69	July 17, 2015	Key Positions	Added “FFCA” to all ERC titles; added “EMS Liaison” to SEOC Liaison Office list; added “Committee Chair, through the FFCA board liaison” to the FFCA SERP Revision Process
70	July 17, 2015	Resource Management	Added reference to using the FEMA’s new “Resource Typing Library Tool (RTLTL)”
71	July 17, 2015	Training and Credentialing	Added “SFFT”, “ENGL” and “STKL” to titles under Minimum Wildland Fire Qualifications; added “Structure Protection Specialist (STPS)” to Minimum Wildland Fire Qualifications list
72	July 17, 2015	Plan Activation-Statewide Deployment	Added additional fields of information to deployment and activation order forms
73	July 17, 2015	Plan Activation-Regional Deployment	Updated “Florida State Warning Point” to “Florida State Watch Office”
74	July 17, 2015	Appendix-A	Added “FFCA” to ERC Titles; added “with at least two meetings held face to face” to the number of ERC meetings held annually
75	July 17, 2015	Appendix-B	Updated table to reflect 2015-2016 assignments; Added EMS Liaison under "Positions Filled May Include"
76	July 17, 2015	Appendix-E	Removed blank page at end of section
77	July 17, 2015	Appendix-I	Removed Dept/Agency ID Designators lists from plan, and placed on FFCA Web Site to allow updated throughout year
78	July 17, 2015	Appendix-J	Activation Order Form edited to include additional fields
79	July 17, 2015	Appendix-L	Updated USNG Links; Edited language under Latitude & Longitude
80	July 17, 2015	Appendix-N	Replaced Forms from this section with a list of forms and a reference (Link) to the FFCA-SERP site with all forms in fillable PDF format
81	July 17, 2015	Appendix-O	Added “Appendix O- Reference Documents” that includes list of reference documents, and a link to site where they can be found
82	July 9, 2019		Details of final changes to be added after final review and approval by Bods

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Line #	Date	Page/Section	Revision
83	June-2021	Full Document	Reformatted and cleaned up language
84	June-2021	13 / Emergency Support Function	Added ESF-19 Fuels and ESF-20 Cyber
85	June-2021	14 / Integration with SEOC	Added reference to CFO as SFM under 633.104 FS
86	June-2021	15 / MOU with other ESF Leads	Title changed to <i>Coordination with other ESF Lead Agencies</i> and minor edits
87	June-2021	17 / ERC	Added FFMIA and FPF liaison positions
88	June-2021	18 / SEOC Liaisons	Added HazMat Liaison
89	June-2021	19 / Regional EMS Liaisons	Changed to GOV-EMS Liaisons and NON-GOV-EMS Liaisons
90	June-2021	19 / SMAA References	<i>New- combined Article IX Worker's Compensation & Liability</i> sections and added additional related detail from SMAA.
91	June-2021	22 / Resource Naming Convention	New- resource naming formats for different types of teams when deployed. (ex: EST-1501)
92	June-2021	24 / EMS Deployment Guidelines	Moved- Defines how pre-hospital EMS resource requests are handled based on mission and resource owners (FD/Gov based vs Private based).
93	June-2021	16 / FL-MutualAidNet	Section deleted in old plan, no longer being used. Reference to using FL-SERP.com site to capture resources by organization.
94	June-2021	26 / Deployment Qualifications	Renamed- was Training and Credentialing section. Updated Wildland Qualifications with full details moved to appendix.
95	June-2021	26 / Code of Conduct	Moved- now under <i>Deployment Qualifications</i> .
96	June-2021	29 / Resource Deployment-Planned Event	Renamed- was <i>Plan Activation- Statewide Deployment</i> . Significant rewrite. Process to include using SMAA Form-B for making request; using WebEOC Detail Form in place of Activation and Demob Orders; Updated list of forms to be used.
97	June-2021	32 / Resource Staging	New
98	June-2021	35 / Uniform Vehicle Markings	Updated- uses WebEOC Mission and Deployment numbers.
99	June-2021	35 / Logistical Support	Updated- uses three levels of support: Tier 1 – (Self-sufficiency); Tier 2 – (Logistical Support Unit); Tier 3 – (Base Camp).

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Line #	Date	Page/Section	Revision
100	June-2021	36 / Resource Deployment - No Notice Event	Renamed- was Plan Activation- Regional Deployment. Significant rewrite. Deployment of on-duty crews without expectations of reimbursement with crews not expected to remain on location past their normal work schedule without relief. Requesting process uses SMAA Form-B.
101	June-2021	38 / MARC	Significant rewrite. Details moved to appendix.
102	June-2021	39 / Finance and Operational Accountability and Reimbursement	Significant rewrite. Additional detail added.
103	June-2021	46 / Appendix Management	New- provides flexibility to allow appendices to be updated as needed outside of the SERP Plan revision cycle.
104	June-2021	46 / Appendix-A	Key Positions Checklist
105	June-2021	60 / Appendix-B	State Emergency Operations Center Rotation Matrix- updated.
106	June-2021	61 / Appendix-C	MARC Unit Capabilities- added with significant updates.
107	June-2021	64 / Appendix-D	Public Information Officer Resource Typing
108	June-2021	65 / Appendix-E	Code of Conduct
109	June-2021	67 / Appendix-F	New- WebEOC Mission Details Form (completed example)
110	June-2021	69 / Appendix-G	Suggested Personnel “Go Kit”
111	June-2021	71 / Appendix-H	US National Grid Information
112	June-2021	73 / Appendix-I	Florida Disaster Assessment Snapshot System
113	June-2021	75 / Appendix-J	List of Forms- names with a link to FL-SERP.com where all forms are located.
114	June-2021	76 / Appendix-K	Reference Documents
115	June-2021	77 / Appendix-L	Wildland Qualifications
116	June-2021	Deleted Appendices	• Typed Resource List by Category • Regional Deployment Runn Cards • Communications Frequency Plan • Dept/Agency List • Activation Order
117	July-2021	20/SERP Revision Process	• Plan Revision cycle now every 2-years
118	Jult-2021	Plan Approved	• SERP Plan draft approved by the Board of Director’s, dated 7/16/21

History

On August 24, 1992 Hurricane Andrew devastated southern Miami-Dade County with the worst natural disaster to strike the United States up to that time. The personnel of Miami-Dade County Fire Rescue responded rapidly and tirelessly in assisting the citizens of these communities. Numerous fire-rescue agencies from across the State of Florida and the nation assisted in this valiant effort. It became abundantly clear from this disaster, and the ensuing relief effort, which followed, that greater coordination for inter-agency disaster management was required.

The purpose of the Florida Fire Chiefs' Association's (FFCA) Statewide Emergency Response Plan (SERP) is to provide such coordination. This plan is based on a series of observed occurrences and discussions of shared experiences following Hurricane Andrew. It is also an evolution of our past experiences in dealing with the day-to-day incidents that continually challenge our resources and competencies. Most importantly, it is a practical approach in providing a useful guide to assist the fire service in managing the types of devastation that could occur from natural or man-made events.

The FFCA created the SERP to provide for the systematic mobilization, deployment, organization, and management of emergency resources throughout Florida, and the Nation, in assisting local agencies in mitigating the effects of any large-scale disaster. The local fire rescue agency is the first tier of response in the event of a natural or man-made disaster. These first responders provide the initial damage assessment, conduct search & rescue operations, treat the injured, and make every effort to stabilize the incident. It is understood that no local entity has all the resources to handle the breadth of every disaster and therefore the FFCA SERP has been developed to provide additional tiers of response should the incident warrant.

Florida, with its large and rapidly growing population centers located in regions susceptible to natural and man-made events accentuates the need for multiple levels of preparation and coordination. The FFCA SERP embraces an all-hazards approach to the effective management of emergency response personnel during the Response Phase of any major incident and throughout its extended operations. Effective utilization of this plan will by far, have the most significant impact on reducing loss of life and coordinating the use of statewide resources in the most efficient means possible. The FFCA SERP lends itself to the rapid activation and response of regional assets to a community who's local and mutual aid resources have been exhausted.

State of Florida Emergency Management

STRUCTURE

The emergency management structure in the State of Florida is guided by Chapter 252, Florida Statute and establishes a structure for disaster management, which identifies four (4) levels of ascending intervention (local, county, state and federal). The basic concept of the SERP is to allow the first level (local) of government to be charged with the initial responsibility for emergency response and relief, attempting to mitigate the situation with the resources available. Requests for assistance from the next higher level will be made when the magnitude of the disaster either exceeds the resources available locally, or otherwise not available.

Under Chapter 252, each county government is to operate an emergency management agency for the purpose of coordinating disaster relief efforts in that county. Upon or in the anticipation of the exhaustion of resources at the county level and existing mutual aid agreements, requests for State assistance through the Statewide Mutual Aid Agreement (SMAA) will be made to the Florida Division of Emergency Management (FDEM). The Governor may declare a state of emergency and direct state resources into the affected area. State resources may also be requested from other States through the Emergency Management Assistance Compact (EMAC). These requests will be filtered through the FDEM and the State Emergency Operations Center (SEOC). The SEOC would be activated and will provide direct liaison to the County Emergency Operations Center (EOC) regarding the coordination of State and/or EMAC resources operating and/or responding into the affected area. The FDEM will coordinate all disaster resources through various Emergency Support Functions (ESF's). Each ESF has assigned to it a State agency with primary responsibility for managing that function (Table 1).

When all the previously stated resources are determined to be inadequate to respond to the emergency, the Governor will request assistance through the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA). When the President of the United States declares an emergency or a major disaster, federal assistance would then be authorized to assist State government. In Florida, the FDEM has been designated as the State agency responsible for coordinating assistance received through federal programs.

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EMERGENCY SUPPORT FUNCTION (ESF)

ESF	Function	Lead Agency
1	Transportation	Department of Transportation
2	Communications	Department of Management Services, Division of Communications
3	Public Works & Engineering	Department of Transportation
4	Firefighting	Department of Financial Services, State Fire Marshal
5	Information & Planning	Division of Emergency Management
6	Mass care	Department of Business and Professional Regulation
7	Resource Support	Department of Management Services Division of Purchasing
8	Health and Medical	Department of Health, Division of EMS
9	Search and Rescue	Department of Financial Services State Fire Marshal
10	Hazardous Materials/Environmental Protection	Department of Environmental Protection
11	Food and Water	Department of Agriculture & Consumer Services
12	Energy	Public Service Commission
13	Military Support	Department of Military Affairs Florida National Guard
14	Public Information	Division of Emergency Management
15	Volunteers & Donations	Volunteer Florida
16	Law Enforcement & Security	Department of Law Enforcement
17	Animal Issues	Department of Agriculture & Consumer Services
18	Business Industry and Economic Stabilization	Department of Economic Opportunity
19	Fuels	Florida Division of Emergency Management
20	Cyber	Florida Digital Services

Table 1

SERP Overview

FFCA SERP MISSION

The FFCA SERP is directed towards enhancing disaster management and emergency response at the local, county, and state levels of government by:

- Utilizing the National Incident Management System (NIMS) to manage resources during a disaster.
- Providing a companion document to the National Response Framework.
- Providing central coordination for local supporting fire rescue resource management and response through a regional concept in conjunction with Emergency Support Functions (ESF) 4/9 (Firefighting/ Search & Rescue) at the State Emergency Operation Center (SEOC).
- Providing resources for pre-hospital EMS in coordination with ESF 8 (Health & Medical).
- Pre-designating responsibilities for leadership and resources at the local, county, Regional and state levels.
- Integrating fire rescue into the planning and response phases of emergency management systems at the local, county and state level.
- Encouraging each local jurisdiction to sign the Statewide Mutual Aid Agreement (SMAA), which is the basis for all mutual aid requests made through the SERP. The SMAA supports mutual aid requests for Major or Catastrophic Disaster Response and Recovery, as well as for a minor disaster or other emergencies that supports all fire rescue agencies responding in support of the FFCA SERP.
- Support the response to hazardous material incidents in coordination with ESF 10. (Hazardous Materials/Environmental Protection).
- Support the response needs for Public Information Officers in coordination with ESF 14 (Public Information).
- Support the response needs for fire-rescue dispatchers in coordination with ESF 2 (Communication) and the FDEM State Emergency Response Team (SERT) Chief.
- Support the response needs for critical incident stress management (CISM) with ESF 8 (Health & Medical).
- Utilizing common reference grid system; US National Grid.

INTEGRATION WITH THE STATE EMERGENCY OPERATIONS CENTER (SEOC)

The State Chief Financial Officer (CFO) is designated as the State Fire Marshal under 633.104 FS. The Division of the State Fire Marshall (DSFM) is the lead agency responsible for the management of ESF 4/9. An Incident Management System (IMS) structure, with pre-designated positions, is established in the SEOC. The State SERP Coordinator or their designee will provide the requested

staff to support ESF 4/9 at the SEOC, coordinating resource response into the affected region. Additionally, the FFCA provides the coordination for logistical support as requested by ESF 4/9, as well as other ESF's. The State SERP Coordinator or their designee also serves as an advisor to FDEM and the DSFM on other disaster management issues.

COORDINATION WITH OTHER ESF LEAD AGENCIES

The FFCA and DSFM are partnered under the Emergency Services Branch within the SEOC with other ESF Lead Agencies who share a common responsibility for resource(s) and/or where cooperation is mutually beneficial when managing resource requests made through the Statewide Mutual Aid Agreement or State Issued Mission Assignments. These agencies include:

- ESF-8 Health and Medical: Department of Health, Division of EMS
- ESF-10 Hazardous Materials/Environmental Protection: Department of Environmental Protection

Additionally, three other ESF partners, ESF -2, Communications; ESF 14, Public Information; and ESF 16, Law Enforcement have partnered in the past to fulfil the SERP mission.

REGIONAL STRUCTURE

The FFCA divided the state into seven (7) regional response areas. These seven regions combined, comprise the Statewide Emergency Response Network (SERN)

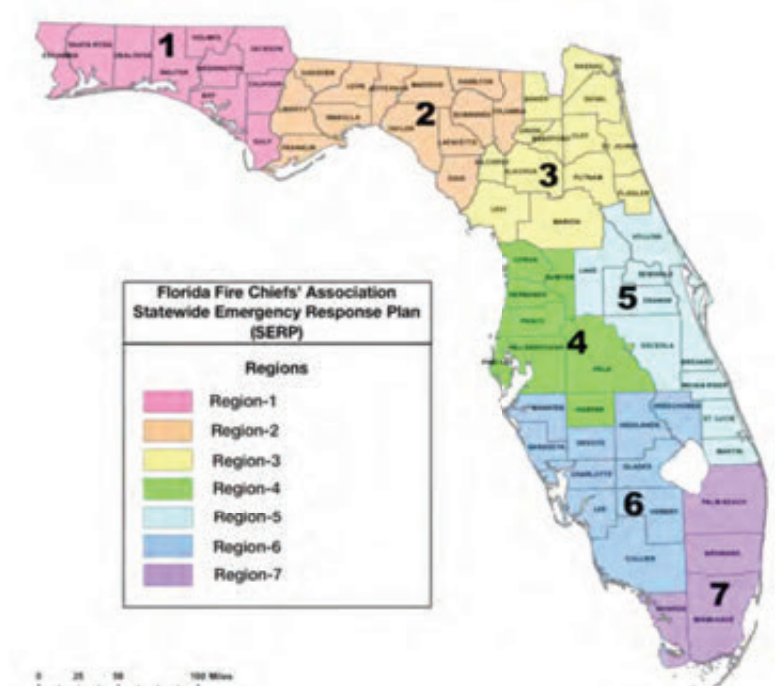


Figure 1

Bay	Columbia	Alachua	Citrus	Brevard	Charlotte	Broward
Homes	Hamilton	Duval	Pasco	Orange	Hendry	
Walton	Liberty	Marion		Volusia	Okeechobee	
10	13	13	8	9	10	4

Table 2

EMERGENCY RESPONSE COMMITTEE (ERC)

The FFCA SERP, including its development, revision, distribution, training, and implementation is the responsibility of the FFCA. The FFCA Emergency Response Committee (ERC) is responsible to oversee this process. The committee is composed of the following 26 positions.

Emergency Response Committee (ERC) Structure	
Position Title	#
ERC Chair (State SERP Coordinator)	1
ERC Vice-Chair	1
ERC Regional Coordinator (Regional SERP Coordinator), one per region	7
Florida Division of Emergency Management (FDEM) Liaison	1
Florida Forest Service (FFS) Liaison	1
Florida Department of Health (DOH) Liaison	1
Florida Division of State Fire Marshal (DSFM) Liaison	1
Association of Public Safety Communication Officers (APCO) Liaison	1
Florida Association of Public Information Officers (FAPIO) Liaison	1
Florida Emergency Preparedness Association (FEPA) Liaison	1
Florida Association for Search and Rescue (FASAR) Liaison	1
Florida Fish and Wildlife Conservation Commission (FWC) Liaison	1
Florida Department of Environmental Protection (DEP) Liaison	1
Florida Association of HazMat Responders (FLAHR) Liaison	1
Florida Department of Law Enforcement (FDLE) Liaison	1
Domestic Security Response Committee (DSRC) Liaison	1
Florida Fire Chiefs' Association Board Liaison	1
Florida National Guard Liaison	1
Florida Fire Marshals and Inspectors Association (FFMIA)	1
Florida Professional Firefighters	1
Total Positions	26

Table 3

The President of the FFCA, with the FFCA Board of Directors approval, and consultation with the State SERP Coordinator, can revise the ERC membership as deemed necessary for the success of the FFCA SERP.

KEY POSITIONS

FFCA EMERGENCY RESPONSE COMMITTEE CHAIR (STATE SERP COORDINATOR)

Responsible for assigning FFCA SERP staff in the ESF 4/9 positions at the SEOC. Responsible for the oversight and implementation of the FFCA SERP and providing guidance and direction to the FFCA ERC. The State SERP Coordinator shall appoint, a Vice Chair and alternate(s) as needed.

REGIONAL EMERGENCY RESPONSE COORDINATOR (REGIONAL SERP COORDINATOR)

Coordinates emergency assistance operations at the regional level, providing for the deployment of resources into the affected area(s). Appoints County SERP Coordinators, Alternate(s), and other liaison positions as required. Representatives should be geographically separate in the region, minimizing the possibility of both persons being directly affected in the event of an emergency occurring in that region. Each Regional SERP Coordinator and appointed representatives are responsible for tracking all available resources within the region. Provides personnel to assist at the SEOC during activations as requested.

SEOC LIAISON OFFICER

When requested, an FFCA ERC representative(s) will staff the SEOC (ESF 4/9) as required to interface between the FFCA ERC, DSFM management, and the SEOC. These representatives may include but are not limited to:

- Planning Specialist
- Logistics Specialist
- Urban Search and Rescue (US&R) Specialist
- EMS Liaison (Support the coordination between ESF-4 & 8)
- HazMat Liaison (Support the coordination between ESF-4 & 10)

Regional SERP Coordinators will be responsible for augmenting SEOC staffing. On or before December 15 annually the State SERP Coordinator will issue a rotation matrix that will identify a primary and alternate regional coordinator responsible for filling Liaison requests for each month. The current State Emergency Operations Center Rotation Matrix can be found in Appendix B. The State SERP Coordinator will be responsible for scheduling the necessary training to ensure an adequate number of SEOC Liaison Officers are available.

COUNTY EMERGENCY RESPONSE COORDINATOR (COUNTY SERP COORDINATOR)

There are sixty-seven identified, one per county. Rural areas may identify one person to handle several counties. County fire chief associations, or like organizations, may be contacted for a name to be submitted to the respective Regional SERP Coordinator for appointment. This person shall coordinate assistance among fire rescue agencies in their respective county. This position also serves as the liaison between the County Emergency Manager and the FFCA SERP. One or more alternates should be chosen for this position.

REGIONAL EMS LIAISONS

GOV-EMS Liaison- Each Regional SERP Coordinator shall appoint an GOV-EMS Liaison that will assist with the management and coordination of EMS resources assigned to a governmental EMS provider. These governmental EMS providers include fire departments and county EMS agencies.

NON-GOV-EMS Liaison- In addition, the Department of Health, Division of EMS, as part of the Florida Ambulance Deployment Standard Operating Procedure, shall appoint a NON-GOV-EMS Liaison for each DEM region to assist with the management and coordination of all EMS resources assigned to non-governmental EMS providers operating in the state of Florida.

These Liaisons shall coordinate EMS resources in the region in concert with ESF 8 and the FFCA SERP. Appointment of all Liaisons should be coordinated between the Division of EMS and the SERP ERC leadership.

A checklist for each key position with their roles and responsibilities are included in Appendix A.

STATEWIDE MUTUAL AID AGREEMENT REFERENCES

Each fire departments' home governing body is a signatory of the Statewide Mutual Aid Agreement (SMAA), and as such, can participate in cooperative relationships to accept services, equipment, supplies, materials, or funds for emergency management efforts. Any participating party may request assistance (oral or written) during emergency or disaster.

The FFCA SERP utilizes Form-B, used by both the Requesting Party and Assisting Party(s), when requesting assistance. Florida Department of Emergency Management has developed an Excel version of Form-B and a link to this form can be found in appendix K-List of Forms.

Article VI, Rendition of Assistance, Section C- Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation from their employing agency, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

Article IX Insurance, Section A- Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

Article IX Insurance, Section E- Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

Article IX Insurance, Section F- Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

FFCA SERP REVISION PROCESS

The revision process will be initiated in September of every other year (on the odd year) with the next cycle beginning September of 2023.

- September: The FFCA ERC members are requested by the Committee Chair to solicit their respective areas for recommended revisions to the FFCA SERP. These individuals will provide written comments to the chair by the fall quarterly meeting of the FFCA.
- October: At the FFCA Board of Directors meeting, the Committee Chair, through the FFCA Board Liaison, summarizes the recommended revisions to the FFCA SERP. The Board of Directors provides preliminary direction as to the scope of the proposed changes and sends it back to the ERC for final draft.
- January: The Committee Chair, through the FFCA Board Liaison, provides a final draft of the revised FFCA SERP to the FFCA Executive Director for reproduction and distribution to the Board of Directors. The Board of Directors will review the revisions and adopt the FFCA SERP.
- April: The revised FFCA SERP will be distributed to all FFCA ERC members and revisions will be included in the annual FFCA SERP training. The updated FFCA SERP will be posted on the Association's web page

Resource Management

RESOURCE TYPING

Resource typing is categorizing, by capability, the resources requested, deployed, and used in incidents. Measurable standards identifying resource capabilities and performance levels serve as the basis for categories. Resource users at all levels use these standards to identify and inventory resources.

Resources entered in the SERP Resource Inventory will be typed in a manner consistent with the FEMA/NIMS national resource typing protocol.

TYPING DEFINITIONS

Resources shall be identified as meeting NIMS specific typing or State specific typing:

- National/Tier I: Resources that are national in scope and included in the Resource Typing Library Tool (RTL) program, FEMA's online catalogue of national resource typing definitions.
- State/Tier II: Resources defined and inventoried by the states, tribal, and local jurisdictions that are not "Tier I" resources, but rather those that are specific for the State.

FFCA SERP TYPED RESOURCE GUIDANCE DOCUMENT

This document provides a list of the most common typed resources deployable through the SERP, including both Tier I and Tier II. Links to the current FFCA *FL-Typed Resource List – Abridged Definitions* and DHS/FEMA's Resource Typing Library Tool (RTL) can be found in Appendix L-Reference Documents.

RESOURCE TERMINOLOGY

To provide standardization in deployment, specific terminology has been chosen:

STRIKE TEAM

Five (5) like units, e.g. Type I Engines, with common communications and an assigned Strike Team Leader. The Leader should be in a separate vehicle for mobility, accompanied by an Aide, and is responsible for coordinating the Strike Team's response to, efforts during the incident, and return home.

TASK FORCE

A combination of single resources assembled for a particular tactical need with common communications and a Leader. The Leader should be in a separate vehicle for mobility, accompanied by an Aide, and is responsible for coordinating the Task Force's response to, efforts during the incident, and return home.

SINGLE RESOURCE

Individual engine, equipment, or person(s) that may be requested to support the incident.

RESOURCE NAMING CONVENTION

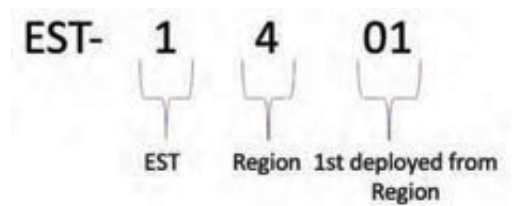
Certain types of resources deployed through the SERP will be identified using a naming routine that provides a consistent practice of defining their capability. These Strike Teams, Task Forces and Specialty Teams usually involve pre-identified resources and will be identified using the following practice:

STRIKE TEAMS & TASK FORCES

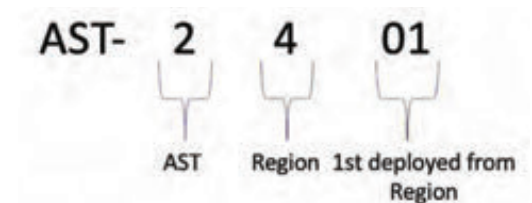
Utilizes a 4-Digit number that identifies the resource type, region deployed from and order of deployment from the region

- First Number - Resource type
 - 1-Engine Strike Team (EST)
 - 2-Ambulance Strike Team (AST)
 - 3-Structural Task Force (STF)
 - 4-Tender Strike Team (TST)
 - 5-Haz-Mat Task Force (HTF)
 - 6-Brush Strike Team (BST)
 - 7-Wildland Task Force (WTF)
- Second Number - Region
- Third & Fourth Number - Unique Team identifier based on order of deployment from region

Example, first EST deployed from Region 4



Example, first AST deployed from Region 1

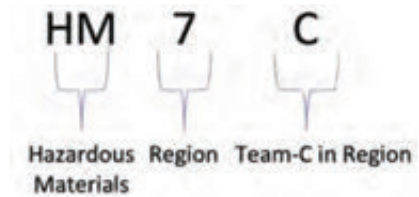


HAZARDOUS MATERIAL TEAMS

Hazardous Material Teams are pre-identified teams that are numbered utilizing a 4-Digit alpha/numeric identifier:

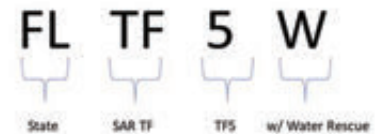
- First & Second (Letters)- HM (Hazardous Materials)
- Third (Digit)- Region
- Fourth (Letter)- Unique Team identifier for the region

Example of HM-7C deployed from Region 7

*SEARCH AND RESCUE*

Search and Rescue Task Forces are pre-identified using the following alpha/numeric identifiers:

- First and Second (Letters) – State
- Third & Fourth (Letters) - TF (Task Force)
- Fifth (Digit)- Unique Statewide Team identifier
- Sixth (Letter) – Included capability. Ex ‘W’ for Water Rescue Element

*TECHNICAL RESCUE TEAMS*

Technical Rescue Teams (TRT) are pre-identified teams that are numbered utilizing a 4-Digit alpha/numeric identifier:

- First, Second & Third (Letters)- TRT (Technical Rescue Team)
- Fourth (Digit)- Region
- Fifth & Sixth (Digits)- Unique Team identifier for the region

Example of TRT-757 deployed from Region 7



EMS DEPLOYMENT GUIDELINES

The FFCA and the State of Florida Department of Health, Division of Emergency Medical Services, have executed a Memoranda of Understanding (MOU) to formalize the use of the FFCA SERP to deploy pre-hospital EMS resources to disaster situations.

When a request is received for a pre-hospital EMS resource at the SEOC, the ESF 4/9 and ESF 8 Representatives will work together in confirming the nature of the request, appropriate resource, and then forward the request through ESF 8 or the ESF 4/9 Representative to fill utilizing the SERP process. The initial focus is to utilize Private 3rd party EMS providers for non-emergency missions such as medical facility evacuations and inter-facility transfers coordinated by ESF 8. Fire and County based EMS to focus on 911 emergency call support to impacted jurisdictions coordinated through ESF 4&9. In times of urgency any or all resources may be utilized in either function.

MISSION READY PACKAGES

Mission Ready Packages (MRP) combine mission, limitations, support, footprint, and estimated cost to make response and recovery capabilities more readily identified, more easily deployed, and more effectively used. Specific response and recovery resource capabilities are organized, developed, trained, and exercised prior to an emergency or disaster.

Mission Ready Packages are developed in cooperation with the resource providers and coordinated with the FDEM. Developing and maintaining a MRP with a complete cost estimate will result in a more efficient deployment and facilitate the reimbursement process.

Developing an MRP benefits both statewide and EMAC deployments by providing the required cost estimates ahead of time. Providing MRPs for Strike Teams, Task Forces and single resources commonly deployed within the State, can also provide local governmental agencies with immediate estimated costs while they may be preparing to initiate a request for assistance, or for planning purposes.

Excel templates for the completion of MRPs can be downloaded from the EMAC (Emergency Management Assistance Compact) web site at <http://www.emacweb.org> . Completed Mission Ready Packages will be maintained by the Regional Coordinators, shared with the FDEM State Mutual Aid Branch Coordinator and the ESF 4/9 Section.

RESOURCE INVENTORY MAINTENANCE

Each region will maintain a Resource Inventory that includes equipment, vehicles, key personnel, and their associated agencies, which are available for response within the scope of the FFCA SERP. The Regional SERP Coordinators shall oversee this process and approve updates of their regions Resource Inventory.

The SERP Resource Inventory is maintained within the FL-SERP.com site. This internet-based program is available for authorized users and will be the primary method for adding and editing data included in the FFCA's Resource Inventories, Organizations and POCs.

ATTACHMENT #1

County SERP Coordinators shall oversee the initial collection and updates of Resource Inventory data within their county by working directly with their agencies, and ensuring the Regional Coordinator is informed of all changes, so they can approve them.

Deployment Qualifications

MINIMUM COMPETENCES (ALL DEPLOYMENTS)

Training will be based on minimum competencies for specific functions and/or positions. As a baseline, the following training will be required of responding members:

- All Responders
 - ICS-100 Introduction to the ICS
 - IS-700 NIMS, an Introduction
- Team Leaders (in addition to above courses)
 - ICS-200 ICS for Single Resources and Initial Action Incidents
- Field Liaisons and Command Officers (in addition to above courses)
 - ICS-300 Intermediate ICS for Expanding Incidents
 - ICS-400 Advanced ICS
 - IS-800 National Response Framework (NRF), an Introduction

CODE OF CONDUCT

The conduct of deployed resources under the FFCA SERP is of paramount importance to the Florida DSFM, FFCA, the sponsoring agency, and the local Authority Having Jurisdiction (AHJ).

These resources are perceived as representatives of a well-organized, highly trained group of responders who have been assembled to help communities in need of assistance. At the conclusion of a mission, system members must ensure that their performance has been positive, and that they will be remembered for the outstanding way they conducted themselves both socially and in the work environment.

A Code of Conduct (Appendix F-Code of Conduct) consists of the rules and standards governing the expected demeanor of members of agencies responding as part of the SERP. Each system member is both a representative of their response team and their Sponsoring Agency. Any violation of principles or adverse behavior demonstrated will be looked upon as unprofessional. Such behavior may discredit the good work that the resource completes and will reflect poorly on the entire team's performance and it's Sponsoring Agency.

General Responsibilities

- It is the responsibility of the Sponsoring Agency to prepare its system members before deployment regarding conduct expectations. Each deployed member is bound by their sponsoring agency's rules, regulations, policies, and procedures.

- It is the responsibility of the FFCA ERC members or designee(s) to reinforce the Code of Conduct during all planning sessions, team meetings and briefings and to monitor compliance. Any violations must be documented, with appropriate follow-up action taken by the FFCA ERC, DSFM and the Sponsoring Agency.
- At no time during a mission will system members take personal advantage of any situation and/or opportunity that arises.
- It is the responsibility of each system member to abide by this Code of Conduct.

SEOC LIAISON OFFICER DEPLOYMENTS

Personnel assigned to the SEOC during activations to assist the Division of State Fire Marshal (ECO) with ESF-4/9 functions, should meet at least one requirement from the list below: (The SERP Chair may authorize exceptions)

- Participated in a statewide annual exercise
- Participated in SERP SEOC training
- Previously deployed to the SEOC during an activation

Additional qualifications and or experiences may be required based on the specific assignments to include Hazardous Materials, Search and Rescue, Planning and EMS.

WILDLAND FIRE DEPLOYMENTS

All personnel deploying through the SERP for a wildland fire incident when assigned to fire suppression apparatus and/or any unit that will be operating on or near the fire lines, including all structural protection assignments shall possess as a minimum the following wildland fire qualification for the Structural Firefighter (SFF):

- S-130 (Firefighter Training) or FL-130 (Firefighter Training)
- S-190 (Introduction to Wildland Fire Behavior) or FL-190 (Introduction to Wildland Fire Behavior)
- I-100 (Introduction to ICS) or FEMA IS-100 (Introduction to the Incident Command System) (Online - <https://training.fema.gov/is/courseoverview.aspx?code=IS-100.b>)
- L 180 – Human Factors in the Wildland Fire Service (Online - <https://onlinetraining.nwcg.gov/node/163>)

Additionally, personnel deploying in the following positions must have the position-specific training as defined in Appendix L - Wildfire Qualifications:

- Engine/Single Resource Leader (ENG/SRL)
- Strike Team/Task Force Leader (ST/TFL)
- Structure Protection Specialist (STPS)

NOTE: For the purpose of the SERP ONLY, Florida Bureau of Fire Standards and Training (BFST) courses designated by an 'FL' prefix are equivalent to the National Wildfire Coordinating Group (NWCG) courses designated by an 'S' prefix, i.e., FL-130 is equal to S-130.

DEPT/AGENCY RESPONSIBILITY

Local agencies providing resources are responsible for providing personnel, teams and or equipment that meet the minimum qualifications listed above and any additional requirements as included in deployment documentation. In addition, the local agencies must ensure the individual is deemed fit for duty and possess any applicable licenses/certifications.

MINIMUM DOCUMENTATION REQUIRED FOR DEPLOYMENT

- Agency-issued identification card
- State-issued identification (driver's license)
- FFCA SERP Activation Order authorizing deployment

Resource Deployment - Planned Event

OVERVIEW

In anticipation of a natural disaster, other planned event, or to sustain resources previously deployed to a No Notice event, fire rescue resources may be requested through the SERP process to deploy to an identified incident or Staging Area. As this is planned, agencies asked to provide resources have time to “callback” personnel to backfill units or staff reserve units that would be deployed. Resources would not be asked to depart their Point of Assembly (POA) for a minimum of 4-6 hours. Personnel would have the opportunity to prepare for a deployment that may last up to 14 days.

REQUESTING ASSISTANCE

When WebEOC is activated, a request can be entered into WebEOC by the County Emergency Manager or designee. After the Mission Request is entered into WebEOC or, in cases when WebEOC is not active, the local agency will complete a Statewide Mutual Aid Agreement (SMAA) Form B, Section 1 – *Resource Request*. Once the WebEOC Mission Request or the SMAA Form B is received at the SEOC, the request will be forwarded to the ESF-4/9 Section who will then notify the State SERP Coordinator.

STATEWIDE MUTUAL AID AGREEMENT (SMAA) FORM B

Section 1 of the SMAA Form B, Resource Request shall be completed by the requesting agency (Fire Department) either after the Mission Request is entered into WebEOC or in lieu of using WebEOC when it is not active. Once the request is received an ESF 4/9 Representative or the State SERP Coordinator will contact the requesting agency to:

- Verify the request
- Obtain the name/number of a local Point of Contact (POC)
- Obtain the location of the where the resource(s) is/are expected to report

The State SERP Coordinator or designee will identify the appropriate resource(s) working with the Regional SERP Coordinator(s) who in turn work with their County SERP Coordinator(s). Once the resource(s) is/are confirmed the ESF 4/9 Representative will coordinate the completion of Section 2 (all tabs) *Cost Estimate*, of the SMAA Form B.

Absent a State or Federal disaster declaration, the Requesting Agency must understand they are responsible for the costs associated with the resource(s) deployment to include personnel salary, backfill costs, lodging, food, mileage, and any other allowable expenses.

Requests requiring additional support from other ESFs or the FDEM within will be routed through the DSFM for approval prior to requesting.

WEBEOC MISSION DETAILS

Regional SERP Coordinators will ensure that all personnel and equipment deployed under this plan are accounted for prior to, during, and upon return from each mission. To assist in the accountability process, the ESF 4/9 Section will issue a WebEOC Mission Number and possibly a Deployment Number (D Number), authorizing all equipment, apparatus, and personnel deployed under the FFCA SERP.

In lieu of an Activation Order, the SEOC ESF 4/9 Representative will forward a WebEOC Mission Details form or other similar document to the Regional Coordinator who will in turn forward this to the deploying agency POC, or individual for a Single Resource. Information provided shall include:

- The WebEOC Mission Number
- Deployment Number 'D Number' (if issued)
- Mission Description
- Incident Location, to include USNG 1 Km Grid, Example: 16R GU 58 70
- On scene Point of Contact
- Any special instructions or equipment required
- Report date and time
- Resources authorized to deploy
- Logistical Support Tier (ie: Tier 1 – Self-sufficiency)

DOCUMENTATION

All resources deployed must be documented PRIOR TO leaving their POA and any changes updated during the mission. Regional SERP Coordinators must ensure that at a minimum, the following documentation is completed and forwarded to the ESF 4/9 Section at the SEOC PRIOR TO any resources departing. A link to all forms can be found in Appendix J- List of Forms:

- FFCA Form 2 - Team Roster
- FFCA Form 3 – Emergency Agency POC
- ICS 218 Form - Support Vehicle/Equipment Inventory

Completed forms must be e-mailed to ESF49@myfloridacfo.com.

ICS 214 Activity Log

An ICS 214 Activity Log must be completed by each Leader, Unit Supervisor, and/or Single Resource for each operational period while assigned to a Mission. These logs will be required to be submitted as part of the agencies reimbursement package to document each operational period and hours worked.

RESOURCE DEPLOYMENT ACTIONS AND SUPPORT

COMMUNICATIONS

The key to the successful operation of the various resources into a region will depend heavily upon the ability of resources to communicate effectively. It is realistic to assume that in the wake of a major disaster, such as a hurricane, the existing communication system in the affected area will be inoperable or severely compromised. Therefore, deployed resources must be able to communicate with each other, independent of the local communications network.

It is essential that a statewide emergency communications network be established. This is perhaps the highest priority in the effort to design an effective statewide emergency response plan. A Frequency Plan has been established and is listed in Appendix C. The Communication Network should include the following:

- The designation of a Statewide Communications Network (within the Statewide Emergency Management Radio Network) using non-proprietary hardware.
- The non-proprietary hardware must have a cost that most small fire agencies can afford to purchase.
- The Network must meet the eligibility requirements of FCC Part 90.
- The Network must be consistent with the State of Florida EMS Communications Plan.
- The Network should be consistent with the use of transportable communications caches available through State Emergency Management, regional and local government agencies.
- The FFCA will maintain a current list of emergency contact numbers of the Officers, Board of Directors, Emergency Response Committee, State, Regional, and County SERP Coordinators.
- Computer access regionally with internet connection.
- Use of plain language during disaster for radio communication with all resources.
- Designate a Statewide Communications Frequency within the Statewide Emergency Management Radio Network.
- Facilitate the activation and response of “Incident Dispatchers & Emergency Response Telecommunications Taskforce –FL-TERT TEAMS”.
- Deployment of Mutual Aid Radio Caches to support operations within the impacted area.

RESOURCE STAGING

For a Planned Deployment it may be necessary to stage resources in advance, to better position them geographically for a timely response into an affected area. This decision will be made by the ESF 4/9 Emergency Coordinating Officer. The Staging Area designated must be under the direct supervision of a Staging Area Manager, provide the necessary logistical support to accommodate the deployed resources for the anticipated period of time and provide safety and security for all

resources. Once deployed to a Staging Area, all resources shall be considered in “active mission” status. Staged resources will only be released into an affected area by the ESF 4/9 IMT.

FORCE PROTECTION

Protection of responders will be coordinated with ESF 16 (Law Enforcement & Security) based on the nature of the mission and extent of risk to those responders. If provided, the protection shall include but not be limited to protection of personnel and equipment while in transit, security at the Base of Operations (BoO), protection during search & rescue operations, and protection during rescue operations.

The primary mission of the force protection resources is to assess and detect hostile activity before it becomes a risk to operations. The law enforcement officer must assess, evaluate, and then advise the Leader or the senior operations officer, regarding risk associated with criminal or hostile individuals or groups. The law enforcement officer is a deterrent by his or her mere presence, which may be sufficient to deter and prevent criminal and hostile behavior. When mere physical presence is insufficient to establish a safe work environment, then FFCA SERP resources should be removed from danger until law enforcement can establish a secure environment.

MISSION BOOK

When resources are deployed to an affected area, the Single Resource or Team Leader should have a Mission Book that includes the following information:

- Sufficient ICS 214 Activity Log's for each unit to cover multiple operational periods
- ICS 218 Support Vehicle/Equipment Inventory form
- Code of Conduct
- Copy of all vehicle/apparatus registrations
- Copy of vehicle insurance card(s)
- List of members cell numbers
- Copy of basic vehicle/apparatus inventory
- Copy of the WebEOC Mission Details form
- Regional/State SERP and ESF 4/9 SEOC contact numbers
- Maps (if available)

UNIFORM VEHICLE MARKINGS

To identify Strike Teams, Task Forces or other Single Resources, vehicles shall be marked in a uniform method that identifies the WebEOC Mission #, Deployment # (if issued) and other identifying information in the following format:

Mission #/Deployment #/Team ID/Agency ID/Resource ID

Example: For Engine 12 from Orlando Fire Rescue assigned to the first Engine Strike Team from Region 5 the marking would be:

M-21021/D-07/EST-1501/ORL/E-12

These numbers can be marked on vehicle at time of need and should be on the upper most part of the windshield. Good results can be attained from using markers designed for writing on windshields used by automobile dealers. A link to the Dept/Agency ID Designators for each Department can be found in Appendix K-Reference Documents.

LOGISTICAL SUPPORT

The logistical support of deployed resources is critical to the effective management of an emergency incident. Every effort will be made to support the resources deployed as soon as possible. The level of support will be dependent on many factors including local infrastructure, available resources, and time of expected deployment. Logistical support for resources deployed under the SERP will occur in a “Tiered” fashion:

- Tier 1 – (Self-sufficiency) - Personnel must be self-sufficient with regards to personal amenities, equipment, and personal protective equipment (PPE) for up to the first 72 hours (3 days) of a deployment. For suggested personal equipment see Appendix G-Suggested Personnel “Go Kit”.
- Tier 2 – (Logistical Support Unit) – A SERP Logistical Support Unit (LSU) may be deployed with a resource or within 48 hours of the deployment of a resource to assist with logistical needs to include food, shelter, water, and sanitation. This unit may be a basic support trailer up to and including a mobile kitchen or catered meals.
- Tier 3 – (Base Camp) – For long term operations, the establishment of a base camp may occur.

Additional tiered responses after Tier 1 will be dependent on several variables which include but are not limited to the scope of the disaster, the size of the affected area, the existing infrastructure in the affected area, and the resource’s ability to re-supply.

Resource Deployment - No Notice Event

OVERVIEW

There are times when local, mutual aid, and regional resources are quickly overwhelmed and there is a need for immediate assistance through the FFCA SERP. Such requests require an immediate deployment of on duty resources that would not be expected to remain on location past their normal work schedule without relief. In other words, a No Notice Deployment is like any other mutual aid request, just from a greater distance. Examples of a No Notice event include wildfires, weather-related events, and terrorism. A goal is to provide assistance as quickly as possible and either demobilize or transition resources to that of a sustained emergency, i.e., Planned Deployment. Additionally, a goal should be to fill the request as expeditiously as possible utilizing resources from as close as possible to the incident location first. Often, resources may be “rolling” prior to all the required documentation is complete.

REQUESTING ASSISTANCE

When a fire department has exhausted all its traditional resources, local, mutual aid, and regional, a request should be made for FFCA SERP resources. To expedite the process the Regional SERP Coordinator for the affected area should contact the SEOC ESF 4/9 Representative and the State SERP Coordinator. Requests may come through the FDEM State Watch Office from the impacted County or municipality. DSFM ESF 4&9 on call will notify the State SERP Coordinator and will jointly follow through with the resource process.

CONFIRMING AND PROVIDING ASSISTANCE

Once a request for assistance is received a ESF 4/9 Representative or the State SERP Coordinator will contact the requesting agency to:

- Verify the request
- Obtain the name/number of a local Point of Contact (POC)
- Obtain the location of the where the resource(s) is/are expected to report

The State SERP Coordinator or designee will identify the appropriate resource(s) working with the Regional SERP Coordinator(s) who in turn work with their County SERP Coordinator(s). Once the resource(s) is/are confirmed the ESF 4/9 Representative will coordinate the completion of Section 2 (all tabs) *Cost Estimate*, of the SMAA Form B.

Absent a State or Federal disaster declaration, the Requesting Agency must understand they are responsible for the costs associated with the resource(s) deployment to include personnel salary, backfill costs, lodging, food, mileage, and other allowable expense.

DOCUMENTATION

All resources deployed must be documented PRIOR TO leaving their POA and any changes updated during the mission. Regional SERP Coordinators must ensure that at a minimum, the following documentation is completed and forwarded to the ESF 4/9 Section at the SEOC PRIOR TO any resources departing. A link to all forms can be found in Appendix J- List of Forms:

- FFCA Form 2 - Team Roster
- FFCA Form 3 – Emergency Agency POC
- ICS 218 Form - Support Vehicle/Equipment Inventory

Completed forms must be e-mailed to ESF49@myfloridacfo.com.

ICS 214 Activity Log

An ICS 214 Activity Log must be completed by each Leader, Unit Supervisor, and/or Single Resource for each operational period while assigned to a Mission. These logs will be required to be submitted as part of the agencies reimbursement package to document each operational period hours worked.

READY-RESOURCE LIST

To help facilitate a rapid deployment for a No Notice event, Regional SERP Coordinators are encouraged to pre-identify resources that may be assembled quickly for immediate deployment. Examples include.

- Engine Strike Teams (Type I or II)
- Ambulance Strike Teams (Type I)
- Technical Rescue
- Structural Protection Task Forces
- Brush Truck Strike Team
- Tender Strike Team

REIMBURSEMENT

It is expected that agencies providing resources for a No Notice Deployment will not seek reimbursement from the requesting agency as this should be considered a type of mutual aid response with on duty resources. If, however, later a formal disaster declaration is issued and the agency is eligible for reimbursement, this does not preclude that request. Therefore, documentation is critical as if it were a Planned Deployment.

Mutual Aid Radio Communications (MARC) Unit

The MARC Unit(s) are a resource managed by the FFCA ERC that provides a self-sustained radio cache that can be deployed into impacted areas that have lost existing or need additional radio communication capabilities. MARC Units are only to be deployed under the provisions of the FFCA SERP. Any deployment, emergency, or non-emergency will be tasked only with prior approval of the State SERP Coordinator and/or the ESF 4/9 Emergency Coordinating Officer (ECO). In addition, the State SERP Coordinator and/or the ESF 4/9 ECO shall have final authority, unless directed otherwise by the SERT Chief, to determine the appropriateness of all mission requests and the duration of all MARC Unit deployments.

There are five (5) basic applications for a MARC unit:

- Static regional repeater site - Supporting multiple operational assets and/or channels operating within a geographic region, geographically tasked.
- Mobile dedicated repeater site - Supporting communications for a dedicated mission or resource. The unit would remain relatively mobile and remain with the assigned resource.
- Radio cache
- As a stand-alone antenna site – Providing communications with a distant repeater or station, example the ICP located 20 miles from the area of operations.
- An All-Hazards communications unit that can provide
 - Technical expertise and coordination of public safety communication frequencies utilized within an area of operations.
 - Work with the Statewide Interoperability Coordinator (SWIC) to coordinate frequency allocation issues.
 - Assist local radio system managers bringing native systems online.
 - Create and ICS 205, *Incident Radio Communications Plan*
 - Ability to program radios, perform minor radio repair, provide battery replacement and charging resources.

Additional information on MARC unit capabilities can be found in Appendix-D.

Finance and Operational Accountability and Reimbursement

In times of emergent situations, the ability to acquire needed resources and services can be paramount to the success of responding to and mitigating emergency situations. In daily operations local and area resources are readily available to handle the volume of calls for help. It is when the threat or eminent impact exceeds or is anticipated to exceed local capabilities that the AHJ must reach beyond the norm to acquire assistance.

In those times when a major or catastrophic threat exceeds local capabilities, assistance may be requested from the State of Florida. The Director of the Division of Emergency Management (DEM) or their agent makes the determination of state assistance needs and available resources.

If the threat or impact rises to the level of the State providing resources, the Director of DEM will consult with the Executive Office of the Governor. The Governor may declare a State of Emergency in the form of a Governors Executive Order (EO). The EO will spell out the nature of the emergency and make State funds, personnel, and resources available. With a major threat or anticipated impact, the Governor may request federal assistance from the President of the United States through the Federal Emergency Management Agency.

If the need for Federal assistance is justified, the President issues a Major Disaster Declaration and resources are made available. This official declaration makes Federal funds, personnel, and resources available. Federal funding is usually on a shared cost basis with 75% Federal funds and 25% state local cost share.

During major wildfire outbreaks that threaten and impact homes and business which exceeds the local and state capabilities, the Florida Forestry Service (FFS), the DEM State Emergency Response Team (SERT) Chief and the local Unified Incident Command may request a Fire Management Assistance Grant (FMAG) declaration. FMAG declarations are submitted to the FEMA Regional Administrator for consideration.

An FMAG declaration reimburses the eligible cost of additional resources to combat and secure the fire to include emergency support to the impacted County. The FMAG declaration may be issued for one specific fire or more than one in the same vicinity if a complex of fires has been granted.

FMAG declarations award 75% federal and 25% local cost share. The eligible expenses are Category B Emergency Protective Measures and requires the same complete documentation as a major Presidential Declaration (DR).

There are two Primary Designations in response and recovery operations when discussing responsibilities and subsequent financial considerations:

- Impacted Jurisdictions to include county, towns, cities, and districts recognized in statutes. State agencies who provide resources are identified as well. In the Disaster Recovery Phase these are referred to as Applicants. Applicants are the impacted local, special districts, state jurisdictions and private non for-profit entities who have received eligible damages and/or incurred extra-ordinary expenses due to the impact of the event.

- Unimpacted Jurisdictions that respond to authorized requests for assistance outside their home jurisdiction are considered as support or vendors. Requests may be in the form of mutual aid or state missions. The costs associated with the support is 100% eligible for reimbursement from the Applicants.

It is paramount that no matter whether an entity is the impacted jurisdiction or a resource responding to a request, all assignment orders, activity, personnel, equipment and expenses, no matter how insignificant, including out of the ordinary activities are accurately captured as they occur. Lack of proper documentation can result in ineligible expenses for reimbursement at the local, state, and federal levels.

Activity logs and chronological logs that are in compliance with State and Federal guidelines are available to participating agencies. Current standardized fee schedules for the use of apparatus, equipment, and allowable replacement costs are provided under the Reimbursement Procedures section of this document, to the Responding Agency when reimbursements are requested on state and/or federal declared disasters. For incidental expenses such as food, fuel, and lodging, Responding Agencies should consider the use of a purchasing card (p- card) or purchase orders to make post-deployment reimbursement easier. It will be the responsibility of the Responding Agency to submit reimbursement forms to the appropriate local, State or Federal agency.

FEMA REIMBURSEMENT

This section serves as a reference for information on disaster cost recovery to assist individuals in documenting disaster-related expenditures following a Presidential and/or State Declaration to facilitate reimbursement from the federal government, the State of Florida and the county's private insurance carriers. If a Responding Agency fails to provide a comprehensive, detailed, and accurate documentation, portions of the claim and possibly the entire claim may be disallowed. If disallowed the Responding Agency may be required to absorb these costs.

REIMBURSEMENT ELIGIBILITY

To meet eligibility requirements for FEMA reimbursement, an item of work must:

- Be required as the result of the major disaster event
- Be located within a designated disaster area
- Be the legal responsibility of the eligible applicant

FEMA CATEGORIES OF WORK

FEMA provides reimbursement of funds based on the type of disaster-related work that was performed. Each activity for disaster-related work is eligible for a specific amount of reimbursement. There are seven (7) primary categories of eligible work under FEMA Public Assistance, Categories A-G. Emergency response falls under Category B Emergency Protective Measures. Under the SERP, Category B "Emergency Protective Measures" defined as "...work performed immediately to save lives and protect improved property and public health and safety, or to avert or lessen the threat of a major disaster".

DISASTER RELATED EXPENDITURES

FEMA will provide reimbursement of expenditures to perform emergency protective measures in disaster-related work. Reimbursements must be in accordance with Federal Financial Management Annex and 44 CFR, Part 206. Examples of eligible reimbursement activities include, but are not limited to:

- Payroll expense for personnel operating at the incident
- Hourly cost to operate capital equipment (fire engines, rescues, etc.)
- Mileage for staff and personnel transport vehicles
- Hours to operate power tools such as chainsaws
- Expendable materials used at the incident
- Equipment leased/purchased specifically for the incident
- Contracted services made necessary by the disaster
- Logistical support

EXPENSE FOR PERSONNEL

According to the Federal regulations only actual hours worked; regular and overtime, for employees of a Responding Agency working within the declared area may be claimed under FEMA Category B. Overtime, either time and one-half or double time as well as extra pay for holiday work, and/or portal-to-portal pay can only be claimed if these types of payments were already established prior to the disaster, as stated in preexisting Collective Bargaining Agreements or department pay policies.

FEMA guidance provides for the cost of “backfill” of positions to maintain a given level of service when normal scheduled resources are committed to the declared disaster. In public safety backfill is normally associated with deployment outside the responder’s home jurisdiction. Off duty or part time personnel are “hired back” at their appropriate rates to fill coverage gaps left by on-duty personnel who are responding to the disaster. Accurate payroll records must be maintained to clearly identify the employee’s overtime hours versus regular time hours. In addition, records must identify each employee by location and purpose of the work in order to designate the proper FEMA category and organize the claim. The records must also include the WebEOC Mission Number and Deployment Number (if issued) and the name of the person who is providing the backfill to the person covered on the response.

The ICS 214 Activity Log will be used to document all time and days worked for reimbursement purposes. It is necessary that every member deployed under the SERP is accounted for on the ICS 214 Activity Log regardless if they are listed on other required form(s). Vehicle hours and/or mileage shall also be documented on the 214. A legible and complete ICS 214 Activity Log justifies the department’s request for reimbursement.

EXPENSES FOR EQUIPMENT

Each Responding Agency may be eligible for reimbursement of equipment owned by the Agency used in disaster work. To assist in the reimbursement process, FEMA has developed an equipment rate schedule. The Agency should obtain the most recent version of the FEMA equipment rate schedule prior to submitting for reimbursement. The current approved FEMA rate schedule, for use in cooperation with this plan is found at <https://www.fema.gov/assistance/public/schedule-equipment-rates>. The DSFM provides technical assistance where needed to identify appropriate equipment codes.

The general rule for vehicle reimbursement: If the vehicle's primary use is to transport personnel, supervisors and the like the department shall claim mileage (sedan, SUV, pickup trucks, vans), if the primary use of the vehicle is to carry equipment or specialized use (apparatus, ambulance, semi-tractor trailer, etc.) the department shall use the FEMA cost codes based on vehicle specifications. Only actual miles traveled or hours in operations tied to the mission are eligible, down time between calls or operations is not eligible for state or federal reimbursement.

If a specific vehicle is not found on the FEMA cost codes, contact the DSFM reimbursement specialist for guidance.

Each request for reimbursement of department owned equipment must contain the following information:

- WebEOC Mission Number
- Deployment Number "D-Number" (if issued)
- Type and description of equipment
- Location equipment was used
- Number of hours actually used each day (no standby time allowed)
- Mileage in some cases transporting personnel
- Category of work performed

EXPENSES FOR MATERIALS

Each Responding Agency may be eligible for reimbursement of materials that were used in disaster work. This does not include personal items for responders. The DSFM will provide technical assistance where needed to identify appropriate process for materials reimbursement.

Each request for reimbursement of Materials must contain the following information:

- WebEOC Mission Number
- Deployment Number "D-Number" (if issued)
- Type and description of material(s)
- Copy of all invoices and/or receipts

- Hotel invoices which must include the occupant name(s) with each room number and agency if lodging accommodations are paid by another department.
- A written justification may be requested for expenditures such as meals or grocery items. Grocery store receipts are required if preparing meals for team members during operations. If meals are provided by another agency seeking reimbursement the deploying agency cannot claim costs. Meal rosters of individuals partaking at each meal with name, agency, mission number, date and location is required as part of the claim documentation.
- Credit card statement indicating approved purchase(s).
- Credit card statement from the next month indicating payment in full of the charges.
- If repairs of equipment, including tires is necessary, a written justification is required explaining how this expense was attributed to the response and not a result of routine maintenance/wear and tear.
- Any travel voucher(s) and proof of individual(s) reimbursement. A copy of the agency's travel reimbursement policy shall be included. The state limits travel reimbursement to the current state travel rate. The same for meals not claimed under department receipts.
- If an individual was reimbursed for a cash purchase, a copy of the receipt and confirmation of reimbursement is required.

DAMAGE/LOSS OF EQUIPMENT

Equipment that is damaged and/or loss during disaster incidents may be eligible for reimbursement. The damage and/or loss must be documented along with sufficient supportive documentation such as video and/or photographs. If the documentation is not comprehensive, detailed, and accurate, portions of the claim and possibly the entire claim may be disallowed, and the department will be required to absorb these costs. Documentation of insurance and determination of coverage must be included with a claim for consideration. Only the uninsured costs of repair or replacement is considered eligible for reimbursement

Each Responding Agency is responsible for capturing and preparing the necessary documentation and submitting a reimbursement claim in the established timeframe for resources deployed under the FFCA SERP. The State and FEMA reimbursement process is unique to each disaster and has led to processing reimbursement funds in a different manner, creating some degree of confusion and problems in reconciliation. Therefore, coordination between the Responding Agency, DSFM ESF 4&9, Regional and County SERP Coordinators is paramount to ensure full and timely reimbursement.

REIMBURSEMENT COORDINATION

Resources deployed for a "No Notice" event where the duration of the assignment is 12 hours or less may not be eligible for reimbursement. The methods which missions may be designated and reimbursed include:

- Resources deployed under a “No Notice” event that lasts greater than 12 hours the Requesting Agency is responsible for the reimbursement of Responding Agencies resources.
- DEM may issue direct mission assignments to local agencies and provide reimbursement.
- ESF 4&9 in coordination with the DEM SERT Chief issue a State mission via the ERC-SERP, reimbursed by DEM
- Another State agency or ESF partner may request ERC-SERP resources through ESF 4&9 such as Ambulance Strike teams to be reimbursed by the requesting State agency.
- ESF 4&9 may issue direct missions through the ERC-SERP to fire rescue resources and specialty teams which are reimbursed by DSFM.

For deployments where ESF 4&9 authorizes and/or coordinates the assets, the DSFM will oversee the gathering of documentation and facilitate the claims process. In situations where resources were deployed direct by DEM or another state agency, those agencies will facilitate the entire role of claims processing.

Over the past 5 years and multiple disasters the FFS/DSFM/ESF 4&9 has developed, implemented, and refined a universal claims reimbursement process. DEM, DOH and FEMA accept the DSFM claim packages and supporting documentation for reimbursement. DSFM distributes claim packages to Responding Agencies post response with clear instructions for preparation and submission.

It normally takes 60 days for Responding Agencies to gather the necessary documentation such as payroll and expenses. To establish budget authority, the DSFM will request an “estimated” cost of response around 30 days post deployment. Reimbursements are paid once all required documentation has been submitted and approved based on actual eligible costs.

After Action Reporting

Evaluating a response from an agency perspective as well as a system perspective is essential towards improving the SERP. Following each deployment, with the assistance of the County and Regional SERP Coordinator(s), resources are encouraged to provide an After-Action Report (AAR) to the State SERP Coordinator. This should be accomplished as soon as practical but not longer than 90 days post- deployment unless otherwise specified. The AAR is intended to highlight “lessons learned” that can be provided to all members of the SERP. There is no standard format, but the following categories are suggested: Activation/Assembly; Travel; On Scene Operations; Demobilization; Return to Readiness/Reimbursement.

Acknowledgements

This document is the culmination of a desire to succeed and to improve in our mission to serve and protect the citizens of the State of Florida. Through the efforts and leadership of the Florida Fire Chiefs’ Association and the Emergency Response Committee (formally known as the Fire

Rescue Disaster Response Committee) this document was possible. Special thanks go to the members of the original Disaster Response Task Force who brought the concept forward from an idea to a reality.

ORIGINAL TASK FORCE MEMBERS

T. L. Siegfried, Altamonte Springs Fire Department, FFCA President (1992-1993)

Michael Iacona, Palm Beach County Fire Rescue (Chair)

J. J. Brown, Metro Dade County Fire Rescue

Mitch Floyd, Orange County Fire Rescue

Jerry Knight, St. Petersburg Fire Department

Mike Long, Division of Forestry

Randy Napoli, Jacksonville Fire Rescue

Doug Trawick, Delray Beach Fire Department

Thomas Quillin, Tallahassee Fire Department

Appendix Management

The SERP Plan appendixes provide supplementary material previously referenced and includes supporting information and links to external materials that aid in the use of the Plan. Some appendixes include lists and forms that will be routinely updated, and those updates will be made independent of the SERP Plan revision schedule.

Appendix A: Key Positions Check Lists

PLAN IMPLEMENTATIONS

Responsibility: The activation of the FFCA SERP shall remain with the Authority Having Jurisdiction (AHJ) in the affected area.

IMPLEMENTATION ACTIONS:

- ☐ When mutual aid assistance has been exhausted, the local AHJ shall conduct a needs assessment to determine the type and amount of additional resources required
- ☐ The AHJ shall complete a "Statewide Mutual Aid Form-B" Section-1 and forwards it to the County Emergency Manager
- ☐ The County Emergency Manager forwards Form-B to the SEOC
- ☐ SEOC forwards Form-B to the ESF 4/9 ECO Representative for approval. Once approved, ESF-4/9 Representative will create a WebEOC Mission Detail form that will include the type and number of resources requested
- ☐ The ESF 4/9 Representative will contact the State Coordinator to notify them of the request
- ☐ The State Coordinator contacts the Regional Coordinator to locate the resources available to deploy
- ☐ Regional Coordinator locates requested resources within the Region through the County Coordinator(s), verifies their availability to response into the affected jurisdictions and advises State Coordinator of available resources
- ☐ State Coordinator forwards Form-B to the agencies deploying resources through the Regional Coordinator who oversees the completion and return of Section-II through the County Coordinator

- ☐ State Coordinator forwards Form-B with completed Section-2 to the ESF-4/9 Representative for approval by the Requesting Party (AHJ)
- ☐ ESF-4/9 Representative obtains approval from Requesting Party, updates Mission Detail form to include specific resources authorized to deploy and forwards PDF of Mission Detail form to State Coordinator
- ☐ State Coordinator forwards Mission Detail form to the Assisting Party through the Regional Coordinator and County Coordinator
- ☐ Assisting Party deploys resources as directed in the Mission Detail form and notifies County Coordinator when they are enroute
- ☐ County Coordinator notifies Regional Coordinator of resources enroute
- ☐ Regional Coordinator notifies State Coordinator of resources enroute and forwards required forms to ESF-4/9 Representative by emailing same to ESF49@myfloridacfo.com
- ☐ Regional Coordinator notify the affected County Emergency Management Agency Point of Contact as to which resources (committed or sent) from within the region
- ☐ Regional Coordinator contacts the State Coordinator when resource requests cannot be filled from within the region

PRESIDENT OF THE FLORIDA FIRE CHIEFS' ASSOCIATION

Position Responsibilities: Overall coordination and implementation of the FFCA SERP through the State Coordinator.

ACTION ITEMS:

- ☐ Annually appoints the Chair of the Association's Emergency Response Committee who also serves as the Statewide Emergency Response Coordinator (FFCA State Coordinator).
- ☐ Annually appoints a FFCA board liaison to Emergency Response Committee
- ☐ Notifies the SEOC Coordinator through the Division of State Fire Marshal annually with the identity of the State Coordinator.
- ☐ Appoints other members to assist the Emergency Response Committee as deemed necessary
- ☐ Communicates with State Coordinator on all matters affecting the FFCA SERP
- ☐ Notifies all FFCA Board Members of the FFCA SERP activation
- ☐ Assists State Coordinator with the FFCA SERP implementation and management as necessary
- ☐ Contacts adjacent state chiefs' associations, as necessary, to coordinate planning activities
- ☐ Liaison with IAFC for situation updates and assistance needs
- ☐ Attends critiques of the FFCA SERP

FFCA STATEWIDE EMERGENCY RESPONSE COORDINATOR (FFCA STATE COORDINATOR)

Position Responsibility: Overall direction, coordination, implementation and management of the FFCA SERP.

ACTION ITEMS:

- ☐ Appointed annually by the President of the FFCA
- ☐ Serves as Chairman of the FFCA Emergency Response Committee
- ☐ Appoints a Vice Chair of the FFCA Emergency Response Committee
- ☐ Appoints Regional Coordinators for each of the seven DEM Regions
- ☐ Maintains contact with all Regional Coordinators upon appointment
- ☐ Holds regular Emergency Response Committee meetings. These meetings shall be conducted at least quarterly, with at least 2 meetings held face to face.
- ☐ Represents the Emergency Response Committee to the FFCA Board of Directors
- ☐ Makes reports to the FFCA membership on the FFCA SERP and the activities of the Emergency Response Committee, as needed
- ☐ Assists Regional Coordinators with assigning key staff members for the Plan, as well as County Coordinators. Personnel may be drawn from law enforcement, EMS, or other fields as deemed appropriate for the success of the FFCA SERP
- ☐ Ensures FFCA SERP updating, training, funding and other administrative functions are on going
- ☐ Notifies the FFCA President when an emergency has occurred or is imminent in Florida or adjacent states that may require activation of the FFCA SERP
- ☐ Coordinates the FFCA SERP activation
- ☐ Serves as the Incident Commander for the FFCA SERP during its activation
- ☐ Serves as fire service representative/liaison in the SEOC to ESF 4/9

ATTACHMENT #1

- ☐ Assigns qualified personnel to work with ESF 4/9 in the SEOC in the event of activation
- ☐ Serves as the liaison, during the disaster, to the affected Regional Coordinator in providing needed resources from other regions in the State
- ☐ Notifies Regional Coordinators of the FFCA SERP activation and that resources may be required
- ☐ Coordinates and manages the FFCA SERP while implemented
- ☐ Assigns or is assigned as a liaison in the emergency area
- ☐ Coordinates response requests from outside the emergency area
- ☐ Coordinates demobilization of resources and deactivation of the FFCA SERP
- ☐ Critiques response with FFCA Emergency Response Committee and makes appropriate recommendations to FFCA Board for changes in the FFCA SERP

VICE-CHAIR FFCA EMERGENCY RESPONSE COMMITTEE

Position Responsibilities: Assists the State Coordinator in the overall direction, coordination, implementation and management of the FFCA SERP.

ACTION ITEMS:

- ☐ Appointed annually by the Chairman of the FFCA Emergency Response Committee
- ☐ Serves as committee chairman and State Coordinator in the absence of the FFCA State Coordinator
- ☐ Responsible for coordinating all grants and training programs offered by the FFCA Emergency Response Committee
- ☐ Serves as the Logistics Officer at the SEOC as necessary
- ☐ Provides recommendations on revisions necessary to update the FFCA SERP
- ☐ Liaisons with external associations and agencies on training opportunities.

REGIONAL EMERGENCY RESPONSE COORDINATOR (FFCA REGIONAL COORDINATOR)

Position Responsibility: Coordinate emergency response resources at the regional level.

ACTION ITEMS:

- ☐ Appointed annually by the Chair of the FFCA Emergency Response Committee
- ☐ Identifies at least one (1) alternate for the Region
- ☐ Serves as member of the FFCA Emergency Response Committee
- ☐ Identifies County Emergency Response Coordinators
- ☐ Interacts with various County EOC's in the region
- ☐ Pre-identifies Staging Areas for emergency assistance
- ☐ Pre-determines equipment, personnel, etc. that are available for response from within the Region
- ☐ Communicates with the State Coordinator
- ☐ Responsible for training of staff, functional leaders, and alternates
- ☐ Maintains access to inventories of equipment, personnel, etc. in region
- ☐ Maintains an overhead team for assignment to the SEOC at ESF 4/9, or advance teams into affected areas
- ☐ May serve as a liaison between Unified Command agencies within their region during an activation

COUNTY EMERGENCY RESPONSE COORDINATOR (FFCA COUNTY COORDINATOR)

Position Responsibility: Serves as the liaison for the Regional Coordinator to the county emergency management authority.

ACTION ITEMS:

- ☐ Appointed annually by the Regional Coordinator
- ☐ Serves as a liaison for the FFCA SERP within the County EOC
- ☐ In rural counties or where there is a single agency providing fire rescue services countywide, then one coordinator may represent multiple counties
- ☐ Identifies a contact for each department in the county
- ☐ Identifies each department's ability to provide assistance and what form that assistance will take; personnel, apparatus, etc
- ☐ Identifies resources for response; reports and updates this information to the Regional Coordinator
- ☐ Maintains all necessary forms and Mission Books in a constant state of readiness for rapid deployment
- ☐ Updates the Regional Coordinator and reports changes of equipment, personnel, etc

INFORMATION OFFICER

Position Responsibility: This is a specialty position deployed through the FFCA SERP using an established system developed by the Florida Association of Public Information Officers, a section of the FFCA. Their responsibility is to deploy members from the PIO Statewide Deployment Team as requested and to work under the direction of the requesting agency. Team members will coordinate the release of information regarding the incident and help to organize news briefing and interviews. The release of information will be given in a timely and accurate manner to the media, community and other appropriate agencies as approved by the SEOC, Public Information Desk. Team members will represent the FAPIO and FFCA in a professional manner.

ACTION ITEMS:

- ☐ Appropriate Regional Coordinator or the State Coordinator Committee Chair shall contact the FAPIO Deployment Team Coordinator to identify requested resources
- ☐ A roster of members for the PIO Deployment Team will be kept by the Deployment Team Coordinator
- ☐ The PIO Deployment Team Coordinator shall make contact and establish communications with the SEOC, ESF 14, and Public Information Desk
- ☐ All PIO Deployment Team PIO resources will be coordinated through ESF 4/9 at the SEOC. Tasking numbers will be received from the Regional Coordinator or the State Coordinator and will be confirmed to the local agency through the County Coordinator
- ☐ When deployed to an incident the PIO will serve at the direction of the local agency and assigned local Incident Commander. If more than one PIO is requested, the PIO Deployment Team Coordinator will assign a Team Leader to the request. If the incident does not have a local PIO on scene then the requesting agency may request a PIO Deployment Team Leader to coordinate an Incident Information Center.

REGIONAL EMS LIAISON

Position Responsibility: For the purposes of the SERP and Ambulance Deployment Plan (ADP), during events, planned or otherwise, ESF 4, 9 & 8 activities will work cooperatively to contact, communicate, and coordinate with the EMS providers and those not directly under the immediate authority of the local fire rescue providers within the region in accordance with the FFCA SERP. The EMS function is the responsibility of ESF 8 (Health and Medical). The FFCA SERP is used as the method to mobilize and deploy pre-hospital EMS resources in cooperation with the Department of Health. The Regional EMS Liaisons provide a link between the SERP Regional Coordinators, ESF 8 (Health and Medical), and the field for EMS resources

ACTION ITEMS:

- ☐ There will be two (2) EMS Liaisons for each SERP Region, 1-Government Based Liaison selected by the SERP Regional Coordinator and 1-Non-Government Based Liaison selected by the FDOH (or FAA)
- ☐ Establish communications with the SERP Regional Coordinator
- ☐ Identify the assisting EMS agencies/jurisdictional representatives and establish communications and link them into the resource availability process
- ☐ Provide a point of contact for assisting EMS agencies/jurisdictional representatives, in coordination with the Regional Coordinator and appropriate County Coordinator
- ☐ Identify available ALS and BLS units, the number and types of transport units, and personnel that are State certified paramedics or EMT's, and report these numbers to the Regional Coordinator.
- ☐ Monitor emergency situation and involvement of each EMS agency/ jurisdiction
- ☐ Monitor incident operations to identify and resolve EMS related inter- organizational coordination problems
- ☐ At the direction of the Statewide Emergency Response Coordinator ESF 4 & 9 and/or in cooperation with ESF 8, the SERP/ADP EMS Liaisons may be notified of the need to deploy pre-hospital assets by ESF 4, 9 or 8 and will keep all ESF's aware of the status of the deployment
- ☐ Through the Regional Coordinators will acquire the necessary resources to meet the need of the event

- ☐ Through the Regional Coordinators, will assist in the procurement and management of logistical support for pre-hospital providers (Lodging, food, water, fuel, medical re-supply, mass casualty resources, DMAT, etc).
- ☐ Through the Regional Coordinators will assist to provide EMS command and control measures requested by ESF 8.
- ☐ Through the Regional Coordinator, assist ESF 8 in identifying ESF 8 liaisons for deployment to specific incidents requiring activity coordination for pre- hospital ambulance needs

AGENCY REPRESENTATIVE

Position Responsibilities: Serves as a Liaison for the State Coordinator to the Incident Commander within an affected area. Individuals serving in this role should be experienced Chief Officers having extensive knowledge of the SERP

ACTION ITEMS:

- ☐ Appointed by the State Coordinator or ESF 4/9 at the SEOC to respond to the disaster area
- ☐ Assesses the situation at the local emergency operations center and from input gathered from the Incident Commander, Emergency Manager, and Fire Chief
- ☐ Act as an intelligence source for ESF 4/9 and the Division of Emergency Management, reporting back to them on the real-time status.
- ☐ Serve as a resource for the local jurisdiction, guiding them on the process to obtain resources through the FFCA SERP
- ☐ Function as a liaison in the re-deployment of units by advising the local jurisdiction of requests coming from other jurisdictions for resources and by advising the SEOC of the status/need for resources within the jurisdiction where they are currently deployed
- ☐ Verify that requested resources have, in fact, made it to the requesting jurisdiction and report to ESF 4/9 on their status as well as keeping the local jurisdiction advised as to the status of requested but not yet received resources.
- ☐ Evaluate local support of mutual aid resources and determine if needs are being met. Work with requesting agency(s) to address resource support needs
- ☐ Assist in the demobilization process of SERP resources

COMMUNICATIONS UNIT LEADER

Position Responsibilities: Personnel serving in this capacity shall be responsible for developing plans for the effective and efficient use of deployed MARC unit(s), distribution of the MARC unit communications equipment, inventory of the MARC unit equipment and maintenance of the same.

ACTION ITEMS:

- ☐ When deployed, this position shall report to the Incident Management structure in place within the requesting agency/jurisdiction
- ☐ Prepare a regional communications plan to serve the communications needs of the requesting agency/jurisdiction.
 - o Coordinate with the FDEM communications leader
 - o Assess and advise on current communication service and support capabilities.
 - o Prepare service and support elements of the communications plan Ensure the MARC unit(s) is/are deployed, set-up, tested and functioning properly
- ☐ Coordinate and assure the distribution of MARC unit portable/mobile radio equipment in conformity with priorities established within the Incident Communications Plan.
- ☐ Assure an appropriate communications equipment accountability system is established and that all equipment is tested and inventoried upon return.
- ☐ Assure repair, testing and programming of MARC unit communications equipment, as required.
- ☐ Maintain a section log including operational times, significant events, contracts, unit actions, and personnel names.
- ☐ Demobilize MARC units(s) in conformity with the Incident Demobilization Plan.
- ☐ Forward all pertinent data, logs, reports and paperwork to Plans Section for proper incident documentation

COMMUNICATIONS TECHNICIAN

Position Responsibilities: Personnel serving in this capacity shall be responsible for the effective operations, troubleshooting and programming of radio equipment contained within the MARC Unit(s). In addition, this position may provide technical advice to the requesting agency and/or the Communications Unit Leader

ACTION ITEMS:

- ☐ Assure the MARC unit(s) is deployed, set-up, tested and functioning properly
- ☐ Assure the MARC unit(s) is utilized to fulfill the critical elements of the established Incident Communications Plan
- ☐ Coordinate and assure the distribution of MARC unit portable/mobile radio equipment in conformity with priorities established within the Incident Communications Plan
- ☐ Assure an appropriate communications equipment accountability system is established and that all equipment is tested and inventoried upon return
- ☐ Assure repair, testing and programming of MARC unit communications equipment, as required
- ☐ Maintain a log of all repairs/service performed on MARC Unit equipment while deployed
- ☐ Provide for the transportation and security of a MARC unit while deployed to, and returning from an affected agency/jurisdiction
- ☐ Demobilize MARC units(s) in conformity with the Incident Demobilization Plan
- ☐ Forward all pertinent data, logs, reports and paperwork to Plans Section for proper incident documentation

Appendix B: State Emergency Operations Center Rotation Matrix

SEOC LIAISON OFFICER

When requested, FFCA ERC representative(s) will staff the SEOC (ESF 4/9) as required to interface between the FFCA ERC and the SEOC. These representatives will include but are not limited to:

- Planning Specialist
- Logistics Specialist
- Urban Search and Rescue (US&R) Specialist
- EMS Liaison (Support the coordination between ESF-4/9 & 8)
- HazMat Liaison (Support the coordination between ESF-4/9 & 10)

Regional Coordinators shall be prepared for staffing the requested SEOC Liaison Officer positions during SERP activations based on the following rotation matrix:

CY 2021				CY 2022		
MONTH	REGION			MONTH	REGION	
	PRIMARY	ALTERNATE			PRIMARY	ALTERNATE
JANUARY	1	4		JANUARY	6	2
FEBRUARY	2	5		FEBRUARY	7	3
MARCH	3	6		MARCH	1	4
APRIL	4	7		APRIL	2	5
MAY	5	1		MAY	3	6
JUNE	6	2		JUNE	4	7
JULY	7	3		JULY	5	1
AUGUST	1	4		AUGUST	6	2
SEPTEMBER	2	5		SEPTEMBER	7	3
OCTOBER	3	6		OCTOBER	1	4
NOVEMBER	4	7		NOVEMBER	2	5
DECEMBER	5	1		DECEMBER	3	6

Appendix C: MARC Unit Capabilities

HISTORY

Following the 1998 wildfires, seven (7) MARC units were purchased by the DSFM through a special appropriation through the former Department of Insurance (DOI). The original seven (7) were State owned but operated by local fire departments (Hosting Agency) through the FFCA ERC. Currently, there are a total of eight (8) MARC Units that are strategically located throughout Florida (Table 4).

Region	MARC Unit ID	Hosting Agency	Hosting County
1	MARC-1	Ocean City Wright Fire Control District	Okaloosa
2	MARC-2	Tallahassee Fire Department	Leon
3	MARC-3	Alachua County Fire Rescue	Alachua
4	MARC-4	Hillsborough County Fire Rescue	Hillsborough
5	MARC-5-South	Martin County Fire Rescue	Martin
5	MARC-5-North	Orange County Fire Rescue	Orange
6	MARC-6	Greater Naples Fire Rescue	Collier
7	MARC-7	Broward Sheriff's Office Department of Fire Rescue	Broward
Total			8

Table 4

OVERVIEW

A MARC Unit consists of a trailer mounted 100-foot radio mast with a storage container, repeaters, generator, and both a mobile and portable radio cache. Each Unit has a portable radio cache consisting of a minimum of; 64 VHF, 15 UHF, 15 700/800 MHz radios, and three repeaters, one on each frequency band. Beginning in 2018 all MARC units began updating portable radios to tri-band portables allowing more versatility in communications support. The MARC's are also equipped with interoperability bridge packages that allow radios on dissimilar systems or frequencies to communicate.

MARC Units are towed to the site. A team of 3-4 trained individuals are required for rapid and safe deployment and should be deployed with the MARC Unit. For planning purposes, a MARC can be erected and "on-the-air", with an operating range of about 5 miles in an hour after arrival at the site. To set it up for maximum range will take approximately 2 ½ to 3 hours.

REPEATER OPERATIONS VS DIRECT COMMUNICATIONS

In the past when portable and mobile radios were used for incident communications, their effective range was somewhat limited. As an example, in the VHF band portable-to-portable range was about 1.5 miles, while mobile to portable range was about 2.5 miles. At 450 and 700/800 MHz frequencies the direct communications range of both mobiles and portables are less. The basic reason for this limited range is that VHF (and UHF/700/800) communications use

“line of site”. As in visual sight, outdoor communication distance is limited by the curvature of the earth, the terrain and type of vegetation. Radio transmission distance is limited to the distance to the horizon. Actual transmission range will depend much more on antenna type and height than the power of the transmitter. Antenna elevation above the ground creates a condition where higher the antenna height, the line of sight distance from one radio to another is increased and, therefore, the effective communications range is increased.

The VHF and UHF portables and VHF mobiles in the eight MARC Unit caches have an extended range, since they operate through a repeater system, utilizing an antenna at heights of up to 100 feet above the ground. This allows communications to be much more extensive and reliable across the entire force working on an incident. Antenna(s) mounted on the mobile towers provide an increased circle of reliable communications during an incident. Working range is proportional to the height of the antenna.

The repeater functions by receiving a signal from a portable or mobile unit and simultaneously re-transmitting that signal, usually at higher power, through an elevated antenna. A common antenna is used for both receiving and transmitting, by employing a device known as a duplexer.

OTHER MARC CONSIDERATIONS

Effect of Antenna Height

The effective coverage area of a MARC Unit Repeater is proportional to the height of the MARC Tower. The following chart indicates, the expected range increases significantly when the tower is elevated to full height (~100 feet).

Situation	VHF Range*	800 MHZ RANGE*
Portable to Portable (No Repeater)	2.5 Miles	1.4 Miles
Mobile to Portable (No Repeater)	3.5 Miles	1.8 Miles
Repeater with 25' Antenna to Portable	6.0 Miles	3.5 Miles
Repeater with 50' Antenna to Portable	7.5 Miles	4.0 Miles
Repeater with 75' Antenna to Portable	8.5 Miles	4.5 Miles
Repeater with 85' Antenna to Portable	8.8 Miles	5.0 Miles
Repeater with 100' Antenna to Portable	10.0 Miles	5.5 Miles

The above repeater/antenna arrangements will have greater range when communicating with mobile units.

There are scenarios where extended communications range is not required or desired. When an incident or event takes place in a relatively confined area, a MARC tower can be raised to an intermediate height, thereby reducing the range.

An advantage of this set-up is that the MARC Unit can be operational in less time, if it is not necessary to install guy cables and anchors. When the wind speed is below 10 mph and not gusting, the MARC tower can be raised to approximately 25 to 45 feet, without guying. In this type of set-up, the MARC Unit can be operational in less than an hour. One important safety rule

is the tower cannot be left unattended in this configuration and must be lowered before wind speed/gusting occurs above 35 miles per hour occur, with one antenna on. The more antennas on the tower require the tower to be lowered at less wind gust speeds, example; with three antennas on the tower, the tower must be lowered when wind gusts reach 25 miles per hour.

Multiple MARC Towers (Planned Future Development)

When an incident takes place over a single, extended area or in several adjoining locations, as in very large wildfires or hurricanes, it is feasible to position more than one MARC Unit in the incident area(s) and extend the overall communications range.

Long Distance HF Radio Communications (Planned Future Development)

The MARC Unit's historical capabilities provided communications support within a focused operating area, allowing for command and control of resources. During multiple large-scale deployments, a need for long distance communication capabilities was recognized. HF radio capabilities will provide this long-range capability without relying on third party vendor equipment which may be rendered inoperable or overloaded by the incident.

Appendix D: Public Information Officer Resource Typing

The purpose of Typing resources is to create a standard that can be utilized for all deployments. This will allow for appropriate selection of individuals based upon the type of request and the needs of the event. These Types are based upon levels of training and experience and are in compliance with the Federal NIMS standards. Personnel are rated as Type I, Type II or Type III, with Type I being the highest possible rating.

MINIMUM REQUIREMENTS

All members of the Florida PIO Deployment Team will meet the following minimum requirements: Specific Typing (as listed below) will include the minimum requirements plus the scenarios indicated; must hold current membership in the Florida Association of Public Information Officers (FAPIO) or the Florida Law Enforcement Public Information Officers Association (FLEPIOA); have on file with FAPIO a Letter of Agreement (LOA) for participation authorization from their Authority Having Jurisdiction (AHJ); completed a basic PIO course; two years of public information experience; and attended at least one Deployment Team sponsored training program each year.

PIO Type	Training	Experience	Can Serve
Type I	Basic & Adv. PIO or Equivalent	Five years + One Deployment	Lead PIO, Team Leader
Type II	Basic PIO	Two Years	Team Member
Type III	N/A	N/A	Local JIC only

Appendix E: Code of Conduct

GENERAL RESPONSIBILITIES

This Code of Conduct consists of the rules and standards governing the expected demeanor of members of agencies responding as part of the SERP. Each system member is both a representative of their response team and their Sponsoring Agency. Any violation of principles or adverse behavior demonstrated will be looked upon as unprofessional. Such behavior may discredit the good work that the resource completes and will reflect poorly on the entire team's performance and it's Sponsoring Agency.

- It is the responsibility of the Sponsoring Agency to prepare its system members before deployment regarding conduct expectations. Each deployed member is bound by their sponsoring agency's rules, regulations, policies, and procedures.
- It is the responsibility of the FFCA Statewide Emergency Response Committee members or designee(s) to reinforce the Code of Conduct during all planning sessions, team meetings and briefings and to monitor compliance. Any violations must be documented, with appropriate follow-up action taken by the FFCA Statewide Emergency Response Committee, DSFM and the Sponsoring Agency.
- At no time during a mission will system members take personal advantage of any situation and/or opportunity that arises.
- It is the responsibility of each system member to abide by this Code of Conduct.

MEMBER RESPONSIBILITIES

- As a basic guide, system members will base all actions and decisions on the ethical, moral and legal consequences of those actions. It is in this manner that positive and beneficial outcome will prevail in all system events. Accordingly, system members will:
 - Keep the value of life and the welfare of the victim constantly in mind
 - Remain cognizant of cultural issues including race, religion, gender and nationality
 - Abide by all local law enforcement practices, including its policy regarding weapons
 - Abide by all regulations regarding the handling of sensitive information
 - Follow local regulations and agency protocols regarding medical care and handling of patients and/or deceased
 - Follow prescribed direction regarding dress code and personal protective equipment
 - Not carry firearms
 - Not be in possession of non-prescribed or illegal substances
 - Will not consume alcoholic beverages while on duty or subject to call
 - Only procure equipment through appropriate channels
 - Follow AHJ and federal regulations or restrictions regarding taking and showing pictures of victims or structures
 - Not remove property from an operational work site as a souvenir
 - Not deface any property

- Transit only via approved roadways and not stray into restricted areas
- Demonstrate proper consideration for other teams' capabilities and operating practices
- Not accept gratuities to promote cooperation

Appendix F: WebEOC Mission Details Form

Mission Details							
SERT Training Incident ID Number - 1		Last Updated: 05/19/2021 10:58:21 Created By: Thomas "TJ" Lyon Phone: 407-832-3375 Email: tjlyon@me.com On: 05/17/2021 08:58:12					
Mission # 00207	Parent Mission # (If Applicable)	Incident SERT Training	Requesting Agency/Position SERT SERT ESF04/09	Approved By Kevin Guthrie SERT Chief fdem@123.org 407-999-9999			
Status							
Assigned To SERT EMERGENCY SERVICES	Tasked To SERT ESF04/09	Subtasked To	Status Complete	Vendor			
Mission Details							
Title FR-Engine Strike Team	Primary Contact Chief Bob Wright (Resource Unit) 407-123-4567	Location Region 6 - Collier County 1484 Keane Ave., Naples, FL 34117 26.183470 -81.635140 17R MJ 36534 96157					
Purpose Provide Fire Suppression & Structural Protection	abc@123.com	On Scene Point of Contact Chief Bob Wright (resource unit) 407-123-4567					
Lifeline Safety and Security	Secondary Contact Big Al (Reg-6 Coord) 407-000-0000	r6@fd.com					
Needed By 05/18/2021 08:00:00	Expected Outage Date 05/25/2021	Site Supported					
Mission Entity Fire Rescue	Description Assist other teams in protecting structures at a wildfire.	Vaccine Supported Mission? No					
	Federal Site Mission? No	Vaccine Sites Supported?					
Delivery Details							
Delivery Instructions Report to Resource Unit in north parking lot of American Farms LLC	Warehouse N/A	Loading Dock N/A					
Expected Delivery Date	Accept a 53ft trailer N/A	Trailer Qty	Forklift/Dock Equipment N/A				
Support Missions							
Mission #	Title	Assigned To	Tasked To	Subtasked To	Status	Needed By	Entry Date
Deployments							
Deployment #	Type	Resource Name	Status	ETA	Entry Date		
Military Deployments							
Military Description	# of Personnel	Unit Assigned	Status	Last Updated			
Finance							
Cost Description	Category	Vendor/Provider	Amount	Entry Date			
Total Mission Cost			\$0.00				

ATTACHMENT #1

FFCA STATEWIDE EMERGENCY RESPONSE PLAN

APPENDIX F

Comments			
Date/Time	Position/Name	Comments	Status
05/19/2021 10:57:58	SERT ESF04/09 Thomas "TJ" Lyon	EST-1501 arrived home.	Complete
05/19/2021 10:57:18	SERT ESF04/09 Thomas "TJ" Lyon	Disregard previous entry (En-Route)	Enroute
05/19/2021 10:56:01	SERT ESF04/09 Thomas "TJ" Lyon	EST-1501 En-Route	Enroute
05/19/2021 10:55:00	SERT ESF04/09 Thomas "TJ" Lyon	EST-501 Arrived home 5/19/21 at 10:55 AM	In-Progress Mobilizing
05/19/2021 10:53:29	SERT ESF04/09 Thomas "TJ" Lyon	EST-1501 Authorized to Demob first thing this morning.	In-Progress Mobilizing
05/17/2021 08:00:00	SERT ESF04/09 Thomas "TJ" Lyon	EST-1501 on-scene at	In-Progress Mobilizing
05/17/2021 10:05:00	SERT ESF04/09 Thomas "TJ" Lyon	Resource located and authorized to deploy	In-Progress Mobilizing
05/17/2021 10:03:53	SERT ESF04/09 Thomas "TJ" Lyon	EST-1501 authorized to deploy as requested.	Tasked
05/17/2021 09:41:05	ADMN - SERT Administrator Colby Maxwell	tasked	Tasked
Attachments			
Attachment	Description		
 EST-1501 Roster.xlsx	EST-1501 Roster		 Edit

Appendix G: Suggested Personnel “Go Kit”

This is a list of items that a responder might want to take during a deployment for up to 96 hours. It is not necessary to take everything, and contents may vary with the individual and the logistical capability of the incident. This kit should be pre-assembled, with the exception of perishable items, so that the deployment is not delayed.

As a Minimum:

- 2-3 work uniforms
- Baseball cap or other appropriate hat.
- Appropriate clothing for off-duty wear
- Jacket appropriate for season and climate
- Tennis shoes/walking shoes
- Light weight rain gear
- Extra underclothing/socks
- Sunglasses, sunscreen, lip balm
- Medications (both prescript and over counter). Don't forget;
 - o Advil, Tylenol, etc.
- Contact solution (bring glasses with you)
- Identification/certification cards
- Toiletry items
- Soap, towel, wash cloth
- Toothbrush, toothpaste
- Razor and shaving cream
- Antiperspirant/Deodorant
- Gold balm-type powder
- Unscented toilettes
- Moisturizing lotion
- Personal hygiene items for women
- Insect Repellant
- Small flashlight w/ spare batteries
- 2-3 bottles of water per day
- Pre-packaged snack bars
- Leatherman or small pocket/utility knife
- Personal Protection Equipment (PPE); boots, gloves, helmet, bunker gear
- Cash (ATMs may not be operational)

ADDITIONAL ITEMS FOR CONSIDERATION

- Electronic Equipment
- Computer/printer
- Cell Phone
- Pillow (travel size)
- Alarm Clock
- Flip flops for shower
- Sleeping bag
- Tent

Appendix H: US National Grid Information

The US National Grid (USNG) is the preferred coordinate system for use by Florida responders. It is functionally identical to Military Grid Reference System (MGRS). It allows for interoperable positional reporting amongst many users and agencies and is primarily for ground-based operations. MGRS and/or USNG is found in hand-held and some vehicle GPS units.

WEB TOOLS:

Allows for determination of USNG coordinates from a computer or to display a field reported coordinate/location on a computer.

<http://bit.ly/1tFmliF> GMap4

<http://bit.ly/15Ph0Ai> Mission Manager

<http://map.floridadisaster.org/gator/map.html> FL-DEM GATOR

GPS SETUP:

- Set map datum to NAD83. If not found, use WGS 84.
- Set coordinate system to: US National Grid (USNG). If not found, use MGRS.
- Dual display with USNG as primary and Lat/Long as secondary, in DD-MM.mmm format only is recommended. See Lat/Long information below.

TYPICAL USNG USE:

- Report locations of the incident, staging areas, fuel depots, command posts, etc. with the address if known and the USNG coordinate, which is scalable.

EXAMPLES:

- 900 Nicolson Road, Jacksonville, USNG: 17R MP 38 53 (1000 meter square area containing this address)
- 3699 North Prospect Drive, Sunrise Park, USNG: 17R NJ 749 437 (100 meter square area containing this address)
- 2514 Airport Blvd, Pensacola, USNG: 16R DU 8121 7163 (10 meter square area at this address)
- Parking Lot @ I-110 x I-10, Biloxi, MS, USNG: 16R CU 180 710 (Address not known, determined by Web Tool)

Note: 10 meter square accuracy equates to eight(8) USNG digits and is the same approximate accuracy of a typical hand-held GPS device. If more than eight(8) USNG digits are displayed, the last digit of the easting and northing component is truncated (not reported).

LATITUDE & LONGITUDE:

Air & water assets supporting ground operations shall utilize USNG/MGRS. When this is not possible, coordinates should be reported using the standard version of Lat/Long. Realize that there are three (3) versions of Lat/Long and this has caused considerable confusion / operational friction in the past. Per the National Search & Rescue Committee (NSARC), only one version of Lat/Long is approved for use; the degrees, minutes, decimal minutes version which is abbreviated as: **DD-MM.mmm**. EOCs and ESFs should have software at the ready to convert between coordinate systems. Such software is available on the Internet.

Appendix I: Florida Disaster Assessment Snapshot System

The "Snapshot Assessment" is a tool used by emergency response personnel to report Preliminary and Intermediate assessments during the Sustained Emergency phase of a disaster utilizing a common measuring device.

KEY ELEMENTS

The following key elements should be evaluated as part of the assessment process:

- Facilities
- Flooding
- Personnel
- Apparatus
- Neighborhood
- Target Hazards

SNAPSHOT ASSESSMENT INSTRUCTIONS

- First, complete an assessment of your immediate location i.e. fire station, shelter, etc.
- After the initial assessment has been completed, the surrounding neighborhood must be assessed.
 - o Access a good vantage point, possibly the roof of your location.
 - o Assess the structures in all directions.
 - o List a street address of a structure in the neighborhood with the zip code.
 - o Record the snapshot and flooding scores viewed as an average for the majority of the structures visible from your vantage point.
- After the immediate and neighborhood assessments are completed, assessment on Target Hazards should begin. Target Hazards include but are not limited to:
 - o Hospitals
 - o Nursing Homes
 - o Evacuation Centers
 - o Trailer Parks

SNAPSHOT ASSESSMENT PROCESS

ASSESS FOR DAMAGE USING THE 1-4 SCALE AND ASSOCIATED PICTURES:

Snapshot Score-1

little to no damage

**Snapshot Score-2**

This structure is damaged
inhabitable while being repaired



This structure is damaged
uninhabitable

**Snapshot Score-4**

This structure is damaged
totally destroyed



ASSESS FOR FLOODING USING THE 0, 5, OR 6 NUMBERING SYSTEM

- Flooding Score = 0: Flood water that does not impede access to the structure
- Flooding Score = 5: Flood water that does impede access to the structure
- Flooding Score = 6: Any flood water that is inside the structure

ASSESS FOR INJURIES USING A 0-3 NUMBERING SYSTEM

- Score of 0 = No Injuries, All personnel accounted for
- Score of 1 = Minor Injuries that do not require transport to the hospital
- Score of 2 = Serious Injuries that require transportation to the hospital
- Score of 3 = Multiple Serious Injuries

ASSESS EMERGENCY RESPONSE UNITS USING A 0-3 NUMBERING SYSTEM

- Score of 0 = All units in service
- Score of 1 = All units are in service but need some repairs
- Score of 2 = A specific unit or unit(s) are out of service
- Score of 3 = All units are out of service

Appendix J: List of Forms

All forms can be found at FL-SERP.com (under Resource Documents)

Form Name
FFCA Form 2-1 Engine Strike Team Roster
FFCA Form 2-2.1 Ambulance Strike Team Roster (2-person)
FFCA Form 2-2.2 Ambulance Strike Team Roster (3-person)
FFCA Form 2-3 Structural Task Force Roster
FFCA Form 2-4 Water Tender Strike Team Roster
FFCA Form 2-5.1 HazMat Task Force Roster
FFCA Form 2-5.2 HazMat Response Team Roster
FFCA Form 2-6 Brush Strike Team Roster
FFCA Form 2-7.1 US&R Task Force Roster (Type I, II, III & IV)
FFCA Form 2-7.2 Swiftwater Rescue Team Roster (Type I)
FFCA Form 2-8 Technical Rescue Team Roster
FFCA Form 2-9 Generic Roster
ICS Form 214 SERP Unit Log
ICS Form 218 Support Vehicle/Equipment Inventory
SMAA Form B Fillable (2020)

Appendix K: Reference Documents

Document	Link
Ambulance Deployment Plan	FL-SERP.com
Department/Organization List	FL-SERP.com
ERC Committee Members	FL-SERP.com
FEMA Resource Typing Library Tool (RTLT)	https://rtlt.preptoolkit.fema.gov/Public
FEMA Schedule of Equipment Rates	http://www.fema.gov/schedule-equipment-rates
FFCA Typed Resource List-Abridged Definitions	FL-SERP.com
Florida Comprehensive Emergency Management Plan	https://www.floridadisaster.org/globalassets/cemp/2020-cemp/2020-state-cemp.pdf
Florida Disaster.org	http://www.floridadisaster.org/
Florida Field Operations Guide	
Florida Gator Map	
Florida Public Assistance	http://floridapa.org/
Statewide Mutual Aid Agreement (SMAA)	FL-SERP.com

Appendix L: Wildland Qualifications

Personnel deploying or teaching in the following positions must have the following position-specific training:

- **Firefighter (SFF) Instructor** qualifications;
 - Documented completion of all minimum training requirements for the SFF position
 - Current State of Florida Fire Instructor I, II, or III certification
 - No single course exemptions will be issued
- **Engine/ Single Resource Leader (ENG/SRL)** - This is the lead person on the fire apparatus. Minimum training requirements;
 - Documented completion of all minimum training requirements for the SFF position
 - I-200 (Basic ICS) or FEMA IS-200 (Basic Incident Command System for Initial Response) (Online – <http://training.fema.gov/is/courseoverview.aspx?code=IS-200.b>)
 - S-215 (Fire Operations in the Wildland-Urban Interface) or FL-215 (Fire Operations in the Wildland-Urban Interface)
 - **Engine/ Single Resource Leader (ENG/SRL) Instructor** qualifications;
 - Documented completion of all minimum training requirements for the ENGL/SRL position
 - Current State of Florida Fire Instructor I, II, or III certification
 - No single course exemptions will be issued
- **Strike Team/Task Force Leader (ST/TFL)** - Persons in this position must be qualified in the local jurisdiction as a company officer or higher. Minimum training requirements include;
 - Documented completion of all minimum training requirements for the ENG/SRL position
 - S-330 (Task Force / Strike Team Leader) or L-984 (NIMS ICS All-Hazards Task Force/ Strike Team Leader) or FL-330 (Task Force / Strike Team Leader)
 - **Strike Team/Task Force Leader (ST/TFL) Instructor** qualifications;
 - Documented completion of all minimum training requirements for the ST/TFL position
 - Current State of Florida Fire Instructor I, II, or III certification
 - No single course exemptions will be issued

- **Structure Protection Specialist (STPS)** - Persons in this position operate at the ICS “Supervisor” level of command and would oversee Strike Teams and Task Forces deployed through SERP for structure protection missions. Persons in this position must be qualified in the local jurisdiction as a chief officer. Minimum training requirements include;
 - Documented completion of all minimum training requirements for the ST/TFL position
 - S- 290 – Intermediate Wildland Fire Behavior
 - S- 270 – Basic Air Operations (Florida Air Operations Course will substitute for S- 270 course).
 - Approved by the Florida Forest Service Chief
 - **Structure Protection Specialist (STPS) Instructor** qualifications;
 - Documented completion of all minimum training requirements for the STPS position
 - Current State of Florida Fire Instructor I, II, or III certification
 - No single course exemptions will be issued

NOTE: For the purpose of the SERP ONLY, Florida Bureau of Fire Standards and Training (BFST) courses designated by an ‘FL’ prefix are equivalent to the National Wildfire Coordinating Group (NWCG) courses designated by an ‘S’ prefix, i.e. FL-130 is equal to S-130

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF STATEWIDE MUTUAL AID AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Florida Statutes, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, Florida Statutes, Chapter 252 also authorizes the request, provision and receipt of interjurisdictional mutual aid among the political subdivisions within the State of Florida; and

WHEREAS, in preparation for future emergency events, the City of Mount Dora recognizes that it is in the best interest of its residents and business citizens to approve the updated State of Florida Division of Emergency Management Statewide Mutual Aid Agreement.

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 Statewide Mutual Aid Agreement and Authorization to Execute. In order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, we hereby approve the Statewide Mutual Aid Agreement attached hereto as **Exhibit "A"** and authorize the Mayor or a designee thereof to execute the same on behalf of the City.

SECTION 3. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate,

Resolution No. 2024-10

1 of 3

necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City pertaining to the State of Florida Division of Emergency Management Statewide Mutual Aid Agreement, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 19th day of March, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

Approved as to form and legality.

Patrick Brackins
City Attorney

Resolution No. 2024-10
2 of 3

Exhibit “A”

State of Florida Division of Emergency Management
Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVSERISTY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2023-17**, Mount Dora Groves South Annexation for Simpson Family Partnership LTD and Mount Dora Groves Co. Inc., (80.70 Acres)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2023-17 and hold for the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed “Business Impact Estimate” form. This request is associated with land use type action.

Further annexation descriptions and details are contained in Attachment #2 (Annexation Summary Report MD Groves South) and includes the legal notification for the adoption public hearing. The applicant has petitioned the City for annexation for a collection of parcels located on the south side of US Highway 441. The site directly borders the city limits on the south, east, and west. The annexation will complete the existing jurisdiction enclave. The site is located in the City’s Joint Planning Area (JPA) and eligible for annexation. The first reading of the annexation occurred at a Special City Council meeting held on August 28, 2023. The adoption cycle of the annexation follows the Pre-Annexation Agreement, which was approved at this same meeting.

The attached Ordinance No. 2023-17 is for the south side section only, as the northern section of this annexation group is tracking under a separate cycle.

Budget Impact:

The City's ad valorem tax base will expand as the City Limits of the City are annexed in a logical pattern.

These lands were previously discussed as a possible inclusion into the Northeast Community Redevelopment Agency (NE-CRA) boundary.

Strategic Impact:

The City's annexation program is consistent with Growth Management and Economic Development Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits. GOAL 1: Economic Development.

Recommendation:

City Council to approve Final Reading and Adoption of Ordinance No. 2023-17.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 Annexation Summary Report and Legal Ads (3-19-24)
3. Ordinance 2023-17 Annex (MD Groves South).City Sty,Adoption - REV
4. Exhibit A Property Description (Vicinity Map MD Groves South)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: City Attorney,
Jeanann Hand, City Clerk
Vince Sandersfeld, Planning and Development Director

Approved - 3/12/2024

Approved - 3/12/2024

Final Approval - 3/12/2024

ORDINANCE BUSINESS IMPACT ESTIMATE*Florida Statutes, Section 166.041(4)***ORDINANCE NUMBER: 2023-17****ORDINANCE TITLE: Voluntary Annexation****DEPARTMENT: Planning and Development****MEETING DATE: March 19, 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
Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

ANNEXATION SUMMARY REPORT
SIMPSON FAMILY PARTNERSHIP LTD AND MOUNT DORA GROVES CO. INC.
PROJECT NAME: MOUNT DORA GROVES SOUTH

Report Date:

March 19, 2024

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner: Simpson Family Partnership LTD and Mount Dora Groves Co. Inc.
 Applicant: Lowndes, Drosdick, Doster, Kantor & Reed
 Tara L. Tedrow, Esq., Land Use Attorney
 Existing Use: Vacant Land and Orange Grove Operation
 Proposed Use: Mixed Use: Commercial, Single Family and Multiple-Family Residential
 Future Land Use: County Planned Unit Development
 Current Zoning: County PUD
 JPA: Yes
 City Council District: 5
 Site Area: 80.70 acres

Surrounding Property Table:

PARCELS SOUTH SIDE OF US HIGHWAY 441

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County*	RM	PUD	Orange Groves
South	City	Res. Med	PUD/R-2	SFR/Vacant Land
East	City	Res. High	R-3	Apartments/Vacant Land
West	City	Comm./RH/ PLI	C-3/PUD/ PLI	Retail (Sandy Ridge Plaza)/ Lakeside at Water Village/ Vacant Land

* *Proposed annexation*

Analysis:

The applicant has petitioned the City for annexation for a collection of parcels located on the south of US Highway 441. This action is for annexation only. The site directly borders the City limits on the south, east, and west. The annexation will complete the existing jurisdiction enclave. The site is located in the City's Joint Planning Area (JPA) and eligible for annexation. In concert with the annexation the City and owners are in process of preparing a Pre-Annexation Agreement to address various acceptance of County PUD zoning, development processes, utilities, etc.

VICINITY MAP

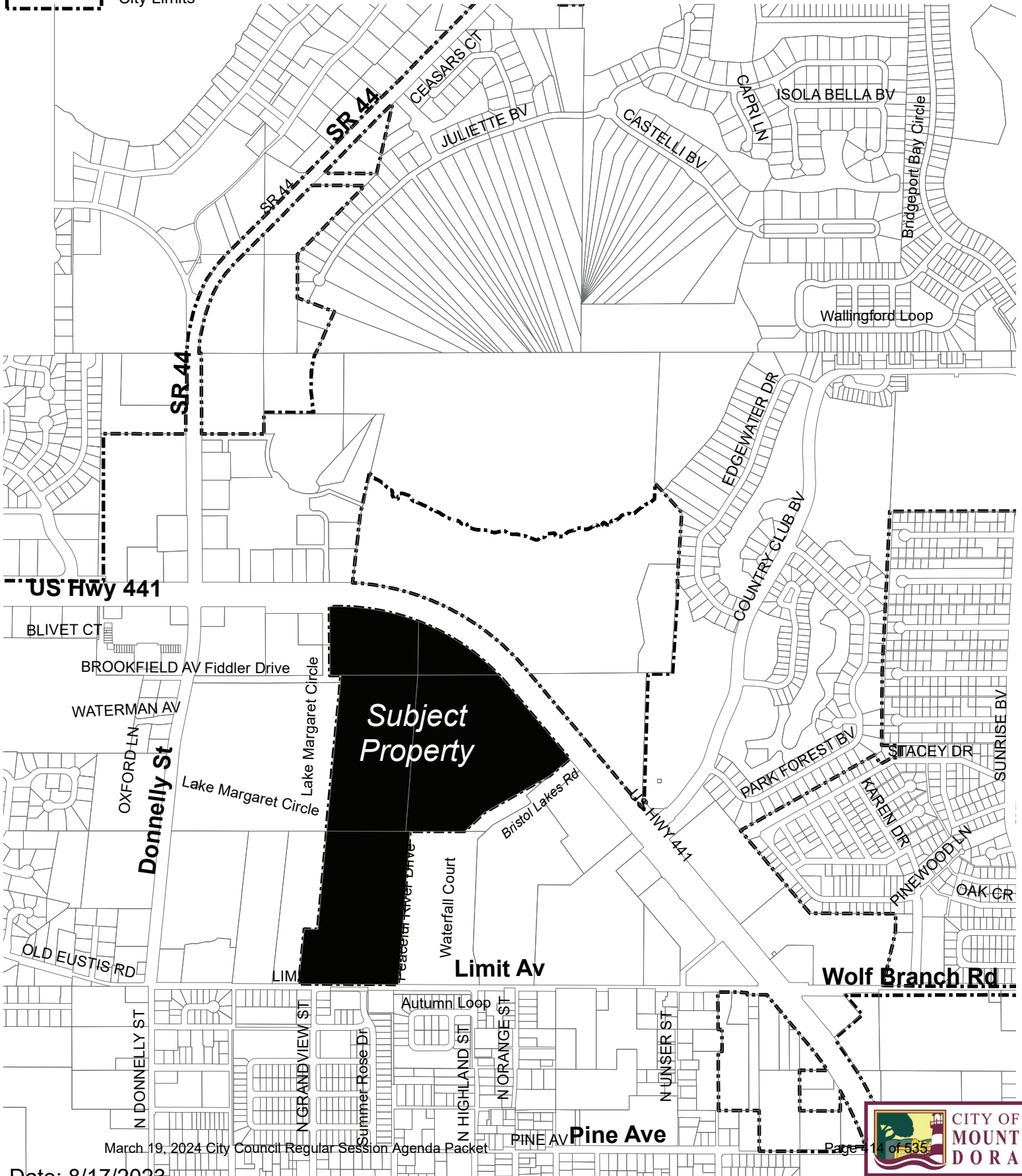
Mount Dora Groves South

80.70 +/- Acres

Legend

-  Subject Property
-  City Limits

N.T.S.



ATTACHMENT #2

From: [Tedrow, Tara](#)
To: [Sandersfeld, Vince](#)
Cc: [Patrick Brackins](#)
Subject: Dora Groves South- Annexation Notice
Date: Thursday, February 22, 2024 11:16:14 PM

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

Vince,

Per our call earlier, this email shall serve as notice of our intent to annex the Dora Groves South property into the city. Thank you for timely getting the notice to the county and the ad to the newspaper (based on the Chapter 171 requirements) so that we can make the March 19th city council hearing for our second and final reading to annex the south property.

This email is also confirming my remote attendance (via phone or zoom, whatever is easier for the city) at that final hearing in case there are any questions. My project team will otherwise be there in person.

We greatly appreciate all of your assistance!

Regards,

Tara L. Tedrow
Shareholder
Land Use Attorney
Lowndes, Drosdick, Doster, Kantor & Reed
215 N Eola Dr, Orlando, FL 32801
407-418-6361

This email message has been delivered safely and archived online by Mimecast. For more information please visit <https://protect-us.mimecast.com/s/PHIICZ6X3PcrXEjtzSu9e?domain=mimecast.com>

February 23, 2024

Certified Mail – Return Receipt Request

Lake County Board of County Commissioners

Attn.: Mr. Jim Coyle, Legal Office Associate

County Attorney's Office

315 West Main Street, Suite 335

Tavares, FL 32778

Via Email: james.coyle@lakecountyfl.gov

Re: Proposed Annexation (80.70 acres)
Ordinance No. 2023-17

Owners Name: Brochman, LLC, Simpson Family Partnership, Ltd., & Mount Dora Groves Co.

Location: South Side of US Highway 441

Dear Mr. Coyle:

In accordance with Section 171.044(6) Florida Statutes, the City is required to provide 10-day notice of publication for proposed voluntary annexation. Attached is a copy of the public hearing notice for a proposed annexation request for the above-referenced property.

Should you have any questions, please contact the Planning and Development Department at (352) 735-7112.

Sincerely,

Vince Sandersfeld
Vince Sandersfeld
Acting City Manager

Encl.

cc: publicrecords@lakecountyfl.gov

Ms. Jennifer Barker, County Manager jbarker@lakecountyfl.gov

Mr. Mike Fitzgerald, Planning Director, mfitzgerald@lakecountyfl.gov

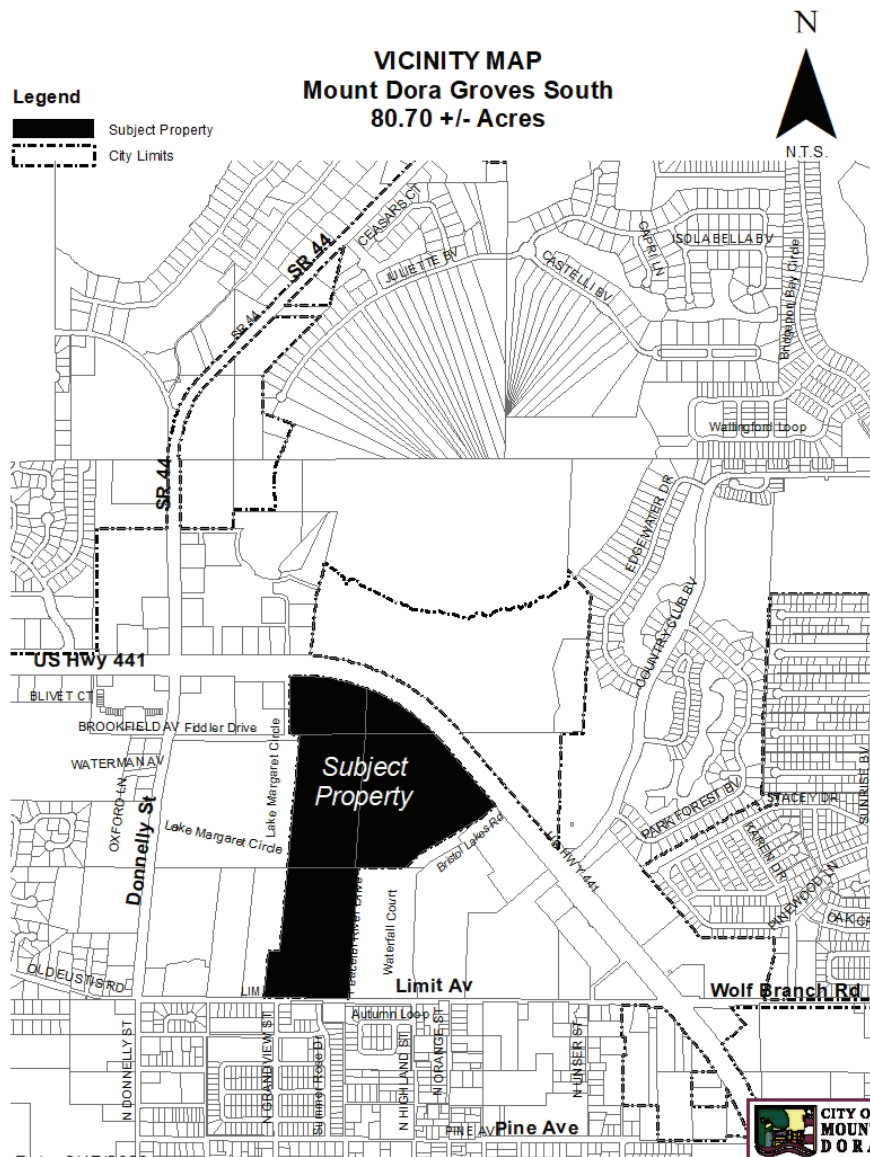
Ms. Mary Ellen Stern, Executive Director, Economic Growth maryellen.stern@lakecountyfl.gov

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. 2023-17, will be held on Tuesday, March 19, 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: 2023-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441, NORTH OF LIMIT AVENUE, AND EAST OF DONNELLY STREET; 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:

March 8, 2024

March 15, 2024

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2023-17
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-17. The final public hearing on the ordinance will be held on Tuesday, March 19, 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 2023-17 is as follows:

ORDINANCE NO: 2023-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441, NORTH OF LIMIT AVENUE, AND EAST OF DONNELLY STREET; 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: March 8, 2023



PLANNING AND DEVELOPMENT

CITY OF
MOUNT
DORACity of Mount Dora
Planning & Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112PlanDev@CityofMountDora.comVOLUNTARY ANNEXATION
APPLICATIONDate: 8.17.23 Project Address: 445 Limit Ave

1. Applicant's Name: Tara Tedrow
 Company's Name: Lowndes
 Address: 215 N. Gula Drive
 City, State & Zip: Orlando, FL 32801
 Phone: 407.418.6361 E-mail: Tara.Tedrow@lowndes-law.com
2. Property Owner's Name(s): Simpson Family Partnership Ltd / Mount Dora Groves Co Inc
 Company's Name: Simpson Family Partnership Ltd / Mount Dora Groves Co Inc
 Address: 445 Limit Ave
 City, State & Zip: Mount Dora FL 32757
 Phone: 407.418.6361 E-mail: Tara.Tedrow@lowndes-law.com
3. The property generally located (list adjacent streets): South of US 441,
East of Donnelly St, North of Limit.
5. Alt Key(s): 1445710, 3884340, 3816281, 1445698, 1445647
6. Size of property in Acres: 79.97 Square Feet: 3,483,493
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): South: PUD
10. Future Land Use Category (County): South: PUD
11. Requested Zoning District (City): TBD
12. Requested Future Land Use Category (City): TBD

13. Present use and structures on the property (list number of residential dwelling units):

Citrus Grove - No Dwellings

14. Public or Private Roadways*: Public & Private.

**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

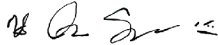
15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

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.

DocuSigned by:



0288F60E0EEC4B2...

Owner(s) of Record Signature(s)

8/17/2023

Date

13. Present use and structures on the property (list number of residential dwelling units):

Citrus Grove - No Dwellings

14. Public or Private Roadways*: Public & Private.

**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

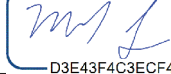
15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

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.

DocuSigned by:



D3E43F4C3ECF48E...

Owner(s) of Record Signature(s)

8/18/2023

Date

13. Present use and structures on the property (list number of residential dwelling units):

Citrus Grove - No Dwellings

14. Public or Private Roadways*: Public & Private.
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

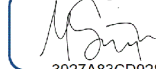
15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

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.

DocuSigned by:



3027A83CD9284FB...

Owner(s) of Record Signature(s)

8/17/2023

Date

July 19, 2023

City of Mount Dora
501 North Baker St.
Mount Dora, FL 32757

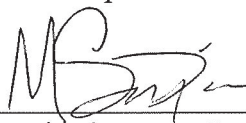
Re: Agent Authorization

To Whom It May Concern:

I, Mark Simpson, as President **on behalf of Mount Dora Groves Company**, as owner of real property with Parcel Identification Alt Keys Numbers 1445647 and 3816281 in Lake County, Florida, do hereby authorize Tara Tedrow and Lowndes Law Firm, and any of their authorized representatives to make application to the City of Mount Dora for Annexation.

Sincerely,

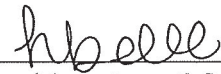
MOUNT DORA GROVES COMPANY,
A Florida corporation

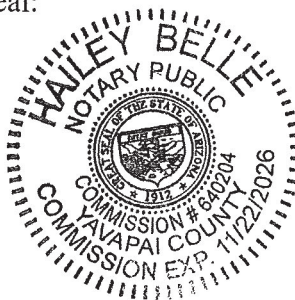
By: 
Name: MARK SIMPSON
Title: PRESIDENT
Date: 7-20-23

STATE OF Arizona
COUNTY OF Yavapai

The foregoing instrument was acknowledged before me ✓ in person or via remote notarization me this 20 day of JULY, 2023 by mark simpson, as President on behalf of Mount Dora Groves Company, a Florida corporation. He/She is personally known to me or has produced FL Drivers License as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of July, 2023.

Notary Public Signature: 
My Commission Expires: 11-22-2026
Notary Seal:



July 19, 2023

City of Mount Dora
501 North Baker St.
Mount Dora, FL 32757

Re: Agent Authorization

To Whom It May Concern:

I, H. James Simpson III, as CO-General Partner, **on behalf of Simpson Family Partnership, LTD.**, as owner of real property with Parcel Identification Alt Keys Numbers 1445710, 1445671, 1445698, 3884341 and 3884340 in Lake County, Florida, do hereby authorize Tara Tedrow and Lowndes Law Firm, and any of their authorized representatives to make application to the City of Mount Dora for Annexation.

Sincerely,

SIMPSON FAMILY PARTNERSHIP, LTD.,
A Florida corporation

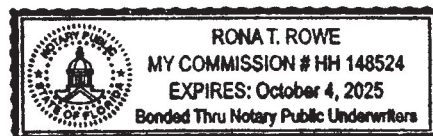
By: H. James Simpson III
Name: H. James Simpson III
Title: General Partner
Date: 7/19/2023

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me ✓ in person or via remote notarization me this 19th day of July, 2023 by James Simpson III, as CO-General Partner on behalf of Simpson Family Partnership, LTD., a Florida corporation. He/She is personally known to me or has produced FL Driver License as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of July, 2023.

Notary Public Signature: Tara I Rowe
My Commission Expires: 10/4/2025
Notary Seal:



July 19, 2023

City of Mount Dora
501 North Baker St.
Mount Dora, FL 32757

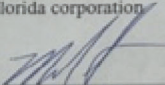
Re: Agent Authorization

To Whom It May Concern:

I, Michael Simpson, as CO-General Partner, on behalf of Simpson Family Partnership, LTD., as owner of real property with Parcel Identification Alt Keys Numbers 1445710, 1445671, 1445698, 3884341 and 3884340 in Lake County, Florida, do hereby authorize Tara Tedrow and Lowndes Law Firm, and any of their authorized representatives to make application to the City of Mount Dora for Annexation.

Sincerely,

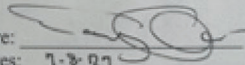
SIMPSONS FAMILY PARTNERSHIP, LTD.
A Florida corporation

By: Name: MICHAEL SIMPSONTitle: G.P.Date: 7-19-23

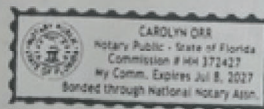
STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me ☒ in person or ☐ via remote notarization on this 19 day of July, 2023 by Michael Simpson as Co General Partner on behalf of Simpson Family Partnership, LTD, a Florida corporation. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of July, 2023.

Notary Public Signature: My Commission Expires: 7-8-27

Notary Seal:



0894282/199872/12349740v1

South Parcel: (Being Parcels 1-5 described below)

PARCEL 1: (Fee Simple Estate)

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°00'00" EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT STREET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 06°13'21" EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°43'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06°12'45" EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05°14'23" WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89°43'36" WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06°12'45" WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89°43'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (Fee Simple Estate)

TRACTS L AND N, SUNSET HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3: (Fee Simple Estate)

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 178.61 FEET, NORTH 02°18'40" EAST 850 FEET, SOUTH 89°43'35" EAST 268.59 FEET, NORTH 49°59'25" EAST 142.41 FEET, NORTH 35°45'51" WEST 328.42 FEET, NORTH 54°14'09" EAST 78.70 FEET, NORTH 35°45'51" WEST 352.84 FEET, NORTH 49°59'25" EAST 387.11 FEET TO SOUTHWESTERLY R/W LINE OF US HWY 441, NORTH 40°01'05" WEST ALONG SAID HWY 125 FEET FOR POINT OF BEGINNING, RUN SOUTH 49°59'25" WEST 466.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'0" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US

ATTACHMENT #2

HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04°15'18" EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78 FEET, NORTH 60°48'54" EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49°59'27" WEST 256.45 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.56 FEET, SOUTH 89°55'00" WEST 181.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (Fee Simple Estate)

SE 1/4 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTHWESTERLY OF US HWY 441.

PARCEL 5: (Fee Simple Estate)

W 1/2 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTH OF HWY 441; LESS BEG AT W 1/4 CORNER RUN NORTH 02°55'30" WEST ALONG WEST LINE OF NW 1/4 567.89 FEET TO SOUTH R/W OF US HWY 441, RUN NORTH 87°22'0" EAST ALONG SAID SOUTH R/W LINE 530 FT, THENCE DEPARTING SAID SOUTH R/W LINE RUN SOUTH 02°55'30" EAST 312.84 FEET, SOUTH 87°22'0" WEST 60 FEET, SOUTH 02°55'30" EAST 255.8 FEET, SOUTH 87°27'30" WEST 470 FEET TO POINT OF BEGINNING; ALSO LESS ANY PORTION LYING WITHIN THE PLAT OF LAKESIDE AT WATERMAN VILLAGE, AS RECORDED IN PLAT BOOK 76, PAGES 30 THROUGH 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
407 654-5355 *FAX 407 654-5356

ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

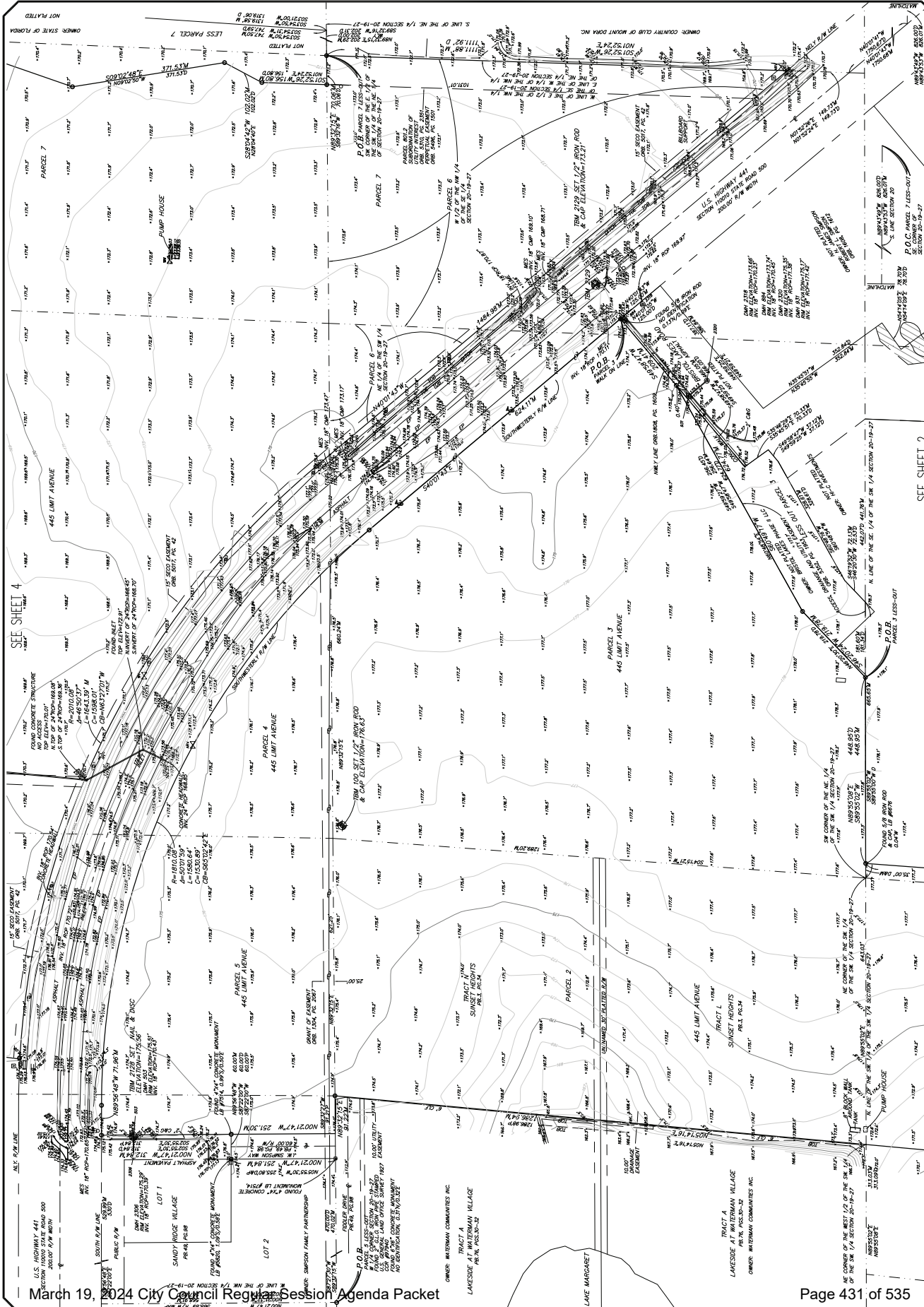
BROCHMAN, LLC

[illegible]

XCB # 20210606
DATE: SEPTEMBER 22, 2021
SCALE: 1"=100'
CALC BY: SEJ
FIELD BY: DH/TS
DRAWN BY: SEJ

SHEET 2 OF 5





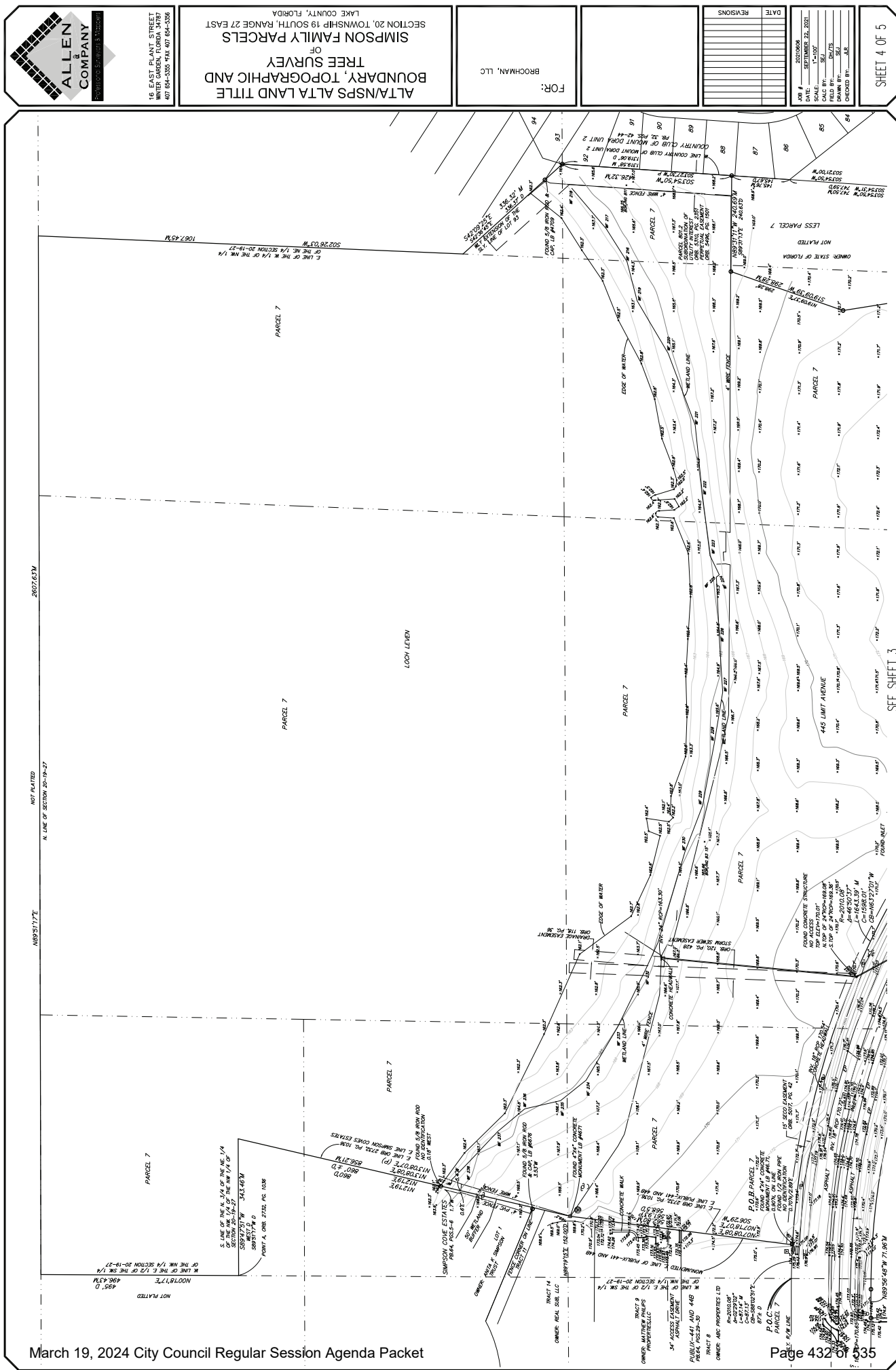




TABLE 1	
POINT NUMBER	TRICE
2619	14' PLUM
2620	9' OAK
2621	17' OAK
2622	6' OAK
2623	15' PLUM
2624	14' PLUM
2625	15' PLUM
2626	14' PLUM
2627	6' OAK
2628	9' OAK
2629	12' PLUM

March 19, 2024 City Council Regular Session Agenda Packet

ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
407 654-5355 *FAX 407 654-5356



City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

March 2024 City Council Regular Session Agenda Packet

LEGEND:

- | | |
|--|--|
| | Features
Rail Road
City Limits
JPA (Urban Expansion) |
| | FLUM Amendments: |

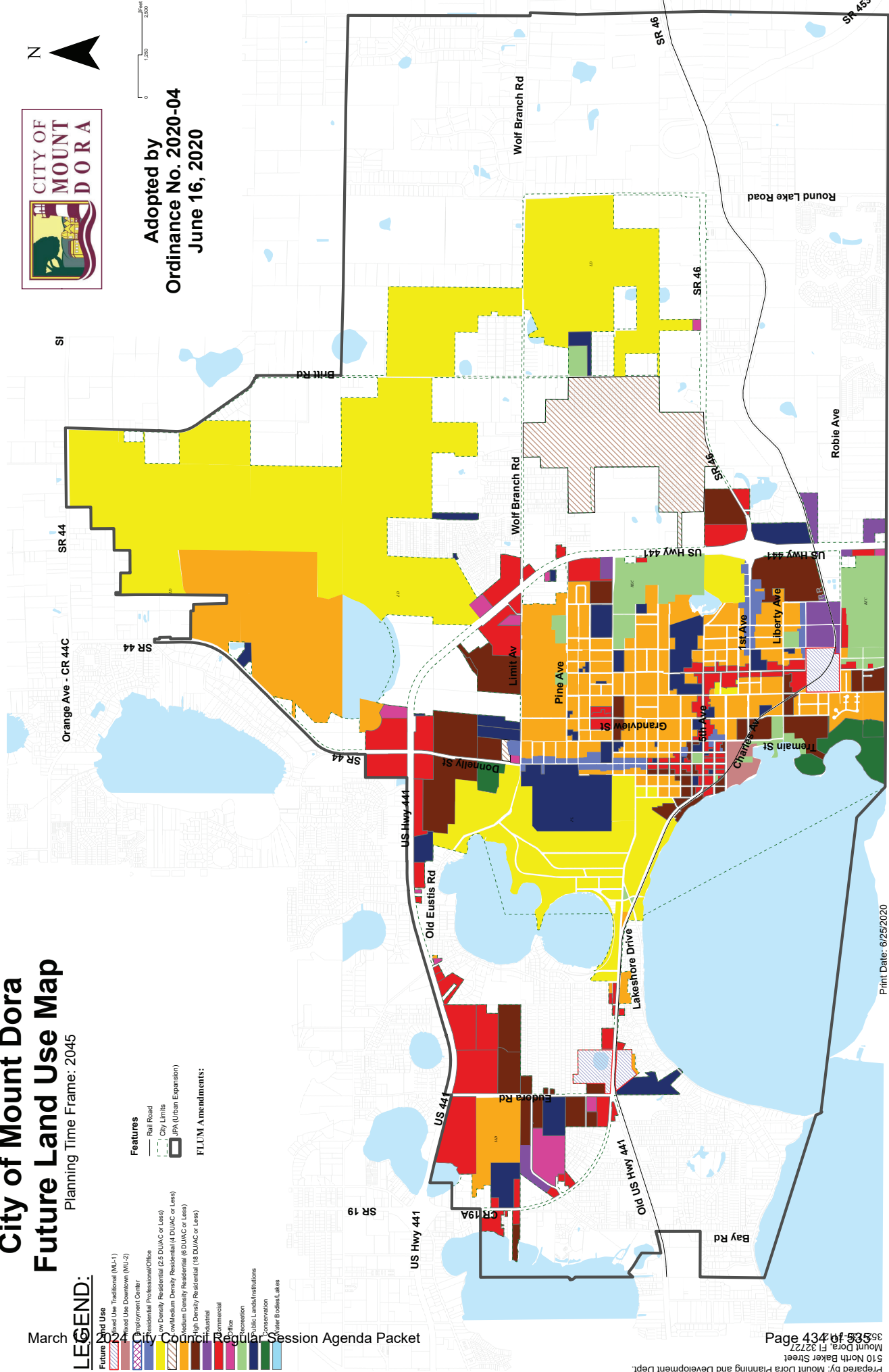


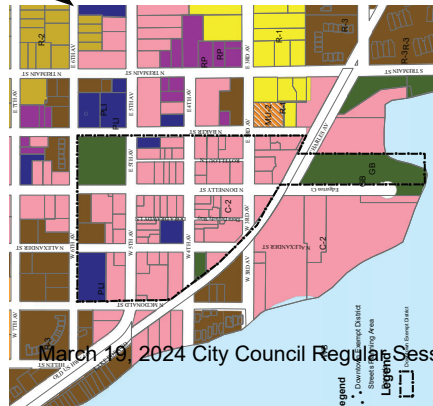
Adopted by
Ordinance No. 2020-04
June 16, 2020



0 1,200 2,400 Feet

ATTACHMENT #2





City of Mount Dora Zoning Map

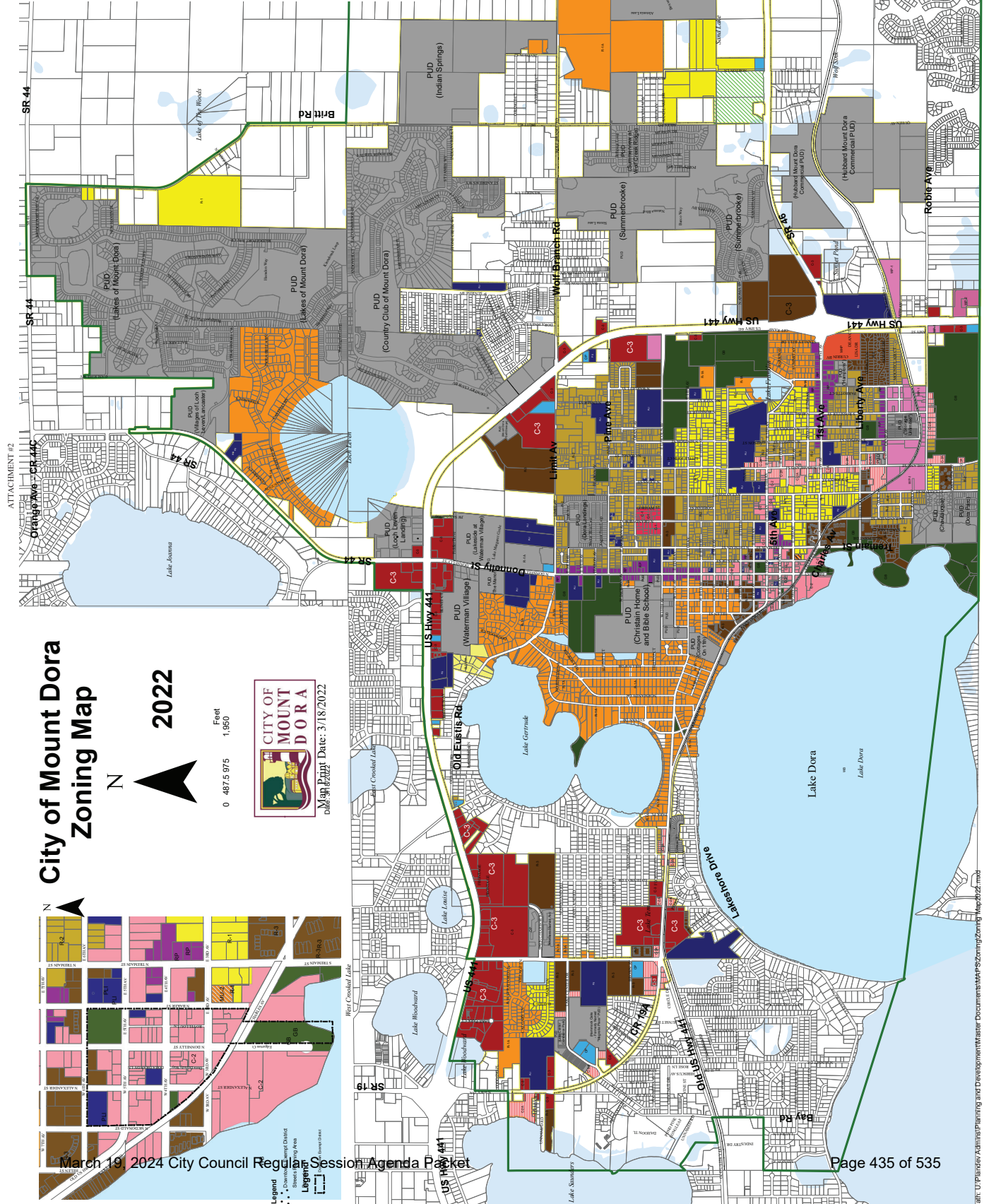


Feet
0 487.5 975 1,950



Legend

- City Limits
- JPA
- C-1 Neighborhood Commercial
- C-2 Downtown Commercial
- MU-2 Downtown Mixed Use
- 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
- MHP Mobile Home Park
- RP Residential Professional
- Water Body (Lake)
- WP-1 Workplace
- WP-2 Workplace
- County Ag



PROPERTY RECORD CARD

General Information

Name:	MOUNT DORA GROVES CO INC	Alternate Key:	1445647
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	20-19-27-0003-000-01200
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	LIMIT AVE MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	FROM THE SOUTHWEST CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06-00-00 EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT ST TO THE POINT OF BEGINNING--FROM THE SOUTHWEST CORNER OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 06-13-21 EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89-43-31 EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06-12-45 EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89-55-08 EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05-14-23 WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89-43-36 WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06-12-45 WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89-43-46 WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING-- DB 145 PGS 139 141		

ATTACHMENT #2

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

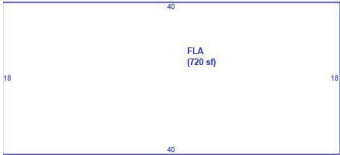
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / GROVE - ORANGE (6602)	0	0	CITRUS	15.360	Acre	\$1,400.00	\$138,240.00
2	AG / GROVE - ORANGE (6603)	0	0	CITRUS	5.000	Acre	\$1,200.00	\$45,000.00
3	AGRICULTURAL HOMESITE (5000)	0	0		2.000	Acre	\$0.00	\$32,000.00

[Click here for Zoning Info](#) 
[Map](#)

[FEMA Flood](#)

Commercial Building(s)

Building 1

Commercial	Building Value: \$28,171.00 Building Use: OFFICE BLDG 1 STORY (17C) Structure Type:		
Summary	Section(s)		
Year Built: 1972	Section Type	No. Stories	Ground Floor Area
Total Effective Area: 880	COMMERCIAL CANOPY (COP)	1.00	160
Full Bathrooms: 0	FINISHED LIVING AREA (FLA)	1.00	720
Half Bathrooms: 0			
Elevators: 0			
Elevator Landings: 0			
Residential Units: 0			
Kitchens: 0			
Fireplaces: 0			

Miscellaneous Improvements

ATTACHMENT #2

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	DETACHED GARAGE (CDGF1)	448	SF	1929	\$2,330.00
2	DETACHED GARAGE (CDGF1)	280	SF	1951	\$1,457.00
3	PAVING (CPAV2)	2052	SF	1968	\$2,873.00
4	BARN (CBRN4)	4400	SF	1978	\$33,000.00
5	BARN (CBRN4)	2160	SF	1949	\$16,200.00
6	BARN (CBRN4)	2176	SF	1968	\$16,320.00

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$315,591	\$157,014	\$157,014	5.0364	\$790.79
SCHOOL BOARD STATE	\$315,591	\$159,855	\$159,855	3.2500	\$519.53
SCHOOL BOARD LOCAL	\$315,591	\$159,855	\$159,855	2.9980	\$479.25
LAKE COUNTY WATER AUTHORITY	\$315,591	\$157,014	\$157,014	0.3083	\$48.41
NORTH LAKE HOSPITAL DIST	\$315,591	\$157,014	\$157,014	0.5000	\$78.51
ST JOHNS RIVER FL WATER MGMT DIST	\$315,591	\$157,014	\$157,014	0.1974	\$30.99
LAKE COUNTY MSTU STORMWATER	\$315,591	\$157,014	\$157,014	0.4957	\$77.83
LAKE COUNTY MSTU AMBULANCE	\$315,591	\$157,014	\$157,014	0.4629	\$72.68
LAKE COUNTY VOTED DEBT SERVICE	\$315,591	\$157,014	\$157,014	0.0918	\$14.41
LAKE COUNTY MSTU FIRE	\$315,591	\$157,014	\$157,014	0.5138	\$80.67
				Total:	Total:
				13.8543	\$2,193.07

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

ATTACHMENT #2

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](#).

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PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	1445698
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	20-19-27-0003-000-01400
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	BRISTOL LAKES RD 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 SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN N 89-43-35 W 178.61 FT, N 02-18-40 E 850 FT, S 89-43-35 E 268.59 FT, N 49-59-25 E 142.41 FT, N 35-45-51 W 328.42 FT, N 54-14-09 E 78.70 FT, N 35-45-51 W 352.84 FT, N 49-59-25 E 387.11 FT TO SW'LY R/W LINE OF US HWY 441, N 40-01-05 W ALONG SAID HWY 125 FT FOR POB, RUN S 49-59-25 W 466.05 FT, S 35-45-51 E 70.33 FT, S 49-59-25 W 37.12 FT, S 60-48-54 W 328.61 FT, S 46-20-30 W 72.53 FT TO N LINE OF SE 1/4 OF SW 1/4, S 89-55-0 W TO SW COR OF NE 1/4 OF SW 1/4, N ALONG SAID W LINE TO NW COR OF NE 1/4 OF SW 1/4, E ALONG SAID N LINE TO A POINT SW'LY R/W LINE OF US HWY 441, SE'LY ALONG SAID SW'LY R/W LINE OF US HWY 441 TO POB--LESS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN NORTH 89-43-39 WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04-15-18 EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89-55-08 EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46-20-30 EAST 219.78 FEET, NORTH 60-48-54 EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49-59-27 WEST 256.45 FEET, SOUTH 35-45-51 EAST 70.33 FEET, SOUTH 49-59-25 WEST 37.12 FEET, SOUTH 60-48-54 WEST 328.61 FEET, SOUTH 46-20-30 WEST 72.56 FEET, SOUTH 89-55-00 WEST 181.34 FEET TO THE POINT OF BEGINNING-- ORB 1205 PGS 646 651		
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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / GROVE - ORANGE (6600)	0	0	CITRUS	32.120	Acre	\$1,000.00	\$289,080.00

[Click here for Zoning Info](#) ⓘ
[Map](#)

[FEMA Flood](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1205 / 651	12/1992	Warranty Deed	Unqualified	Vacant	\$1.00
1205 / 646	12/1992	Warranty Deed	Unqualified	Vacant	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$289,080	\$32,120	\$32,120	5.0364	\$161.77
SCHOOL BOARD STATE	\$289,080	\$32,120	\$32,120	3.2500	\$104.39
SCHOOL BOARD LOCAL	\$289,080	\$32,120	\$32,120	2.9980	\$96.30
LAKE COUNTY WATER AUTHORITY	\$289,080	\$32,120	\$32,120	0.3083	\$9.90
NORTH LAKE HOSPITAL DIST	\$289,080	\$32,120	\$32,120	0.5000	\$16.06
ST JOHNS RIVER FL WATER MGMT DIST	\$289,080	\$32,120	\$32,120	0.1974	\$6.34
LAKE COUNTY MSTU STORMWATER	\$289,080	\$32,120	\$32,120	0.4957	\$15.92
LAKE COUNTY MSTU AMBULANCE	\$289,080	\$32,120	\$32,120	0.4629	\$14.87
LAKE COUNTY VOTED DEBT SERVICE	\$289,080	\$32,120	\$32,120	0.0918	\$2.95
LAKE COUNTY MSTU FIRE	\$289,080	\$32,120	\$32,120	0.5138	\$16.50
				Total: 13.8543	Total: \$445.00

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

ATTACHMENT #2

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

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PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	1445710
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	20-19-27-0002-000-01000
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		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:	W 1/2 OF NW 1/4 LYING S OF HWY 441--LESS BEG AT W 1/4 COR RUN N 02-55-30 W ALONG W LINE OF NW 1/4 567.89 FT TO S R/W OF US HWY 441, RUN N 87-22-0 E ALONG SAID S R/W LINE 530 FT, THENCE DEPARTING SAID S R/W LINE RUN S 02-55-30 E 312.84 FT, S 87-22-0 W 60 FT, S 02-55-30 E 255.8 FT, S 87-27-30 W 470 FT TO POB--LESS LAKESIDE AT WATERMAN VILLAGE PB 76 PB 30-32--		
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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / GROVE - ORANGE (6603)	0	0	CITRUS	8.780	Acre	\$1,200.00	\$158,040.00
				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
1205 / 651	12/1992	Warranty Deed	Unqualified	Vacant	\$1.00
1205 / 646	12/1992	Warranty Deed	Unqualified	Vacant	\$1.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

March 19, 2024 City Council Regular Session Agenda Packet

ATTACHMENT #2

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$158,040	\$10,536	\$10,536	5.0364	\$53.06
SCHOOL BOARD STATE	\$158,040	\$10,536	\$10,536	3.2500	\$34.24
SCHOOL BOARD LOCAL	\$158,040	\$10,536	\$10,536	2.9980	\$31.59
LAKE COUNTY WATER AUTHORITY	\$158,040	\$10,536	\$10,536	0.3083	\$3.25
NORTH LAKE HOSPITAL DIST	\$158,040	\$10,536	\$10,536	0.5000	\$5.27
ST JOHNS RIVER FL WATER MGMT DIST	\$158,040	\$10,536	\$10,536	0.1974	\$2.08
LAKE COUNTY MSTU STORMWATER	\$158,040	\$10,536	\$10,536	0.4957	\$5.22
LAKE COUNTY MSTU AMBULANCE	\$158,040	\$10,536	\$10,536	0.4629	\$4.88
LAKE COUNTY VOTED DEBT SERVICE	\$158,040	\$10,536	\$10,536	0.0918	\$0.97
LAKE COUNTY MSTU FIRE	\$158,040	\$10,536	\$10,536	0.5138	\$5.41
				Total: 13.8543	Total: \$145.97

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

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PROPERTY RECORD CARD

General Information

Name:	MOUNT DORA GROVES CO INC	Alternate Key:	3816281
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	19-19-27-0600-00L-00000
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		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:	SUNSET HEIGHTS TRACTS L & N PB 3 PG 34		

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	AG / GROVE - ABANDONED (6619)	0	0	ABANDONED	20.000	Acre	\$50.00	\$180,000.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$180,000	\$1,000	\$1,000	5.0364	\$5.04
SCHOOL BOARD STATE	\$180,000	\$1,000	\$1,000	3.2500	\$3.25
SCHOOL BOARD LOCAL	\$180,000	\$1,000	\$1,000	2.9980	\$3.00
LAKE COUNTY WATER AUTHORITY	\$180,000	\$1,000	\$1,000	0.3083	\$0.31
NORTH LAKE HOSPITAL DIST	\$180,000	\$1,000	\$1,000	0.5000	\$0.50
ST JOHNS RIVER FL WATER MGMT DIST	\$180,000	\$1,000	\$1,000	0.1974	\$0.20

ATTACHMENT #2

LAKE COUNTY MSTU STORMWATER	\$180,000	\$1,000	\$1,000	0.4957	\$0.50
LAKE COUNTY MSTU AMBULANCE	\$180,000	\$1,000	\$1,000	0.4629	\$0.46
LAKE COUNTY VOTED DEBT SERVICE	\$180,000	\$1,000	\$1,000	0.0918	\$0.09
LAKE COUNTY MSTU FIRE	\$180,000	\$1,000	\$1,000	0.5138	\$0.51
				Total: 13.8543	Total: \$13.86

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](#).

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Property data updated nightly.

Site Notice

PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	3884340
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	20-19-27-0002-000-05800
		Millage Group and City:	0002 Unincorporated
		2022 Total Certified Millage Rate:	13.8543
		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:	SE 1/4 OF NW 1/4 LYING SW'LY OF US HWY 441 ORB 1205 PGS 646 651		
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	AG / GROVE - ABANDONED (6619)	0	0	ABANDONED	4.000	Acre	\$50.00	\$72,000.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$72,000	\$200	\$200	5.0364	\$1.01
SCHOOL BOARD STATE	\$72,000	\$200	\$200	3.2500	\$0.65
SCHOOL BOARD LOCAL	\$72,000	\$200	\$200	2.9980	\$0.60
LAKE COUNTY WATER AUTHORITY	\$72,000	\$200	\$200	0.3083	\$0.06
NORTH LAKE HOSPITAL DIST	\$72,000	\$200	\$200	0.5000	\$0.10
ST JOHNS RIVER FL WATER MGMT DIST	\$72,000	\$200	\$200	0.1974	\$0.04

ATTACHMENT #2

LAKE COUNTY MSTU STORMWATER	\$72,000	\$200	\$200	0.4957	\$0.10
LAKE COUNTY MSTU AMBULANCE	\$72,000	\$200	\$200	0.4629	\$0.09
LAKE COUNTY VOTED DEBT SERVICE	\$72,000	\$200	\$200	0.0918	\$0.02
LAKE COUNTY MSTU FIRE	\$72,000	\$200	\$200	0.5138	\$0.10
				Total: 13.8543	Total: \$2.77

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](#).

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Property data updated nightly.

Site Notice

2023 FLORIDA LIMITED PARTNERSHIP ANNUAL REPORT

DOCUMENT# A92000000286

Entity Name: SIMPSON FAMILY PARTNERSHIP, LTD.**Current Principal Place of Business:**445 LIMIT AVENUE
MT DORA, FL 32757**Current Mailing Address:**445 LIMIT AVENUE
MT DORA, FL 32757 US**FEI Number:** 59-3157941**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**SIMPSON, III, H. JAMES
3340 CR 44B
MT. DORA, FL 32757 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**_____
Electronic Signature of Registered Agent_____
Date**General Partner Detail :**

Document #

Name SIMPSON, MICHAEL L

Address 2720 LITTLE LAUREL LANE

City-State-Zip: MOUNT DORA FL 32757

Document #

Name SIMPSON, III, H. JAMES

Address 3340 CR 44B

City-State-Zip: MT DORA FL 32757

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: H. JAMES SIMPSON, III

GP

04/07/2023

Electronic Signature of Signing General Partner Detail_____
Date

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 116080

Entity Name: MOUNT DORA GROVES COMPANY**Current Principal Place of Business:**445 LIMIT AVENUE
MOUNT DORA, FL 32757**Current Mailing Address:**445 LIMIT AVENUE
MOUNT DORA, FL 32757 US**FEI Number:** 59-0664381**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**SIMPSON, MARK R
112 WEST FIFTH AVENUE
MOUNT DORA, FL 32757 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** MARK R. SIMPSON

04/07/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRES
Name SIMPSON, MARK RYAN
Address 112 WEST FIFTH AVENUE
City-State-Zip: MOUNT DORA FL 32757

Title VP
Name SIMPSON, H. JAMES III
Address 3340 CR 44B
City-State-Zip: MOUNT DORA FL 32757

Title TREA
Name SIMPSON, MICHAEL L
Address 2720 LITTLE LAUREL LANE
City-State-Zip: MOUNT DORA FL 32757

Title SEC
Name SIMPSON, ANITA K
Address 3350 SR44
City-State-Zip: MOUNT DORA FL 32757

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK RYAN SIMPSON

PRESIDENT

04/07/2023

Electronic Signature of Signing Officer/Director Detail

Date

26
This Instrument Prepared By:
STANLEY A. GRAVENMIER, ESQ.
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

REC-2100 RECEIVED FOR
TF 399 EXCISE TAXES
DOC 70 JAMES C. WATKINS
INT 6 CLERK LAKE CO FL
BY 33K D.C.

93 1703

TAX PARCEL IDENTIFICATION NOS.:

BOOK 1205 PAGE 0646

20-19-27-0002-000-007	20-19-27-0002-000-010
20-19-27-0002-000-006	20-19-27-0004-000-016
20-19-27-0001-000-005	19-19-27-0600-00J-000
20-19-27-0001-000-004	19-19-27-0600-00I-000
20-19-27-0001-000-003	29-19-27-0002-000-084
20-19-27-0003-000-014	29-19-27-0002-000-078
20-19-27-0004-000-015	29-17-27-0002-000-080

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 30th day of December, 1992, by HOWARD JAMES SIMPSON, SR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter referred to as the "Grantor"), to ROBERT L. SIMPSON, whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest, and to HOWARD J. SIMPSON, JR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest (hereinafter collectively referred to as the "Grantees").

(wherever used herein the terms "Grantor" and "Grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto each of the Grantees, an undivided .45% interest in and to that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with an equal undivided percentage interest in and to all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantees that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the above described undivided percentage interests in and to the Property, and hereby warrants the title to such undivided percentage interests in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others. This conveyance is subject to taxes accruing subsequent to December 31, 1992, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Grantor certifies that on the date of execution, delivery and recordation of this instrument, neither Grantor nor any member of Grantor's family resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

JUN 12 12 53 PM '93

The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantor, and has relied upon the representations of the Grantor that he is the holder of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of the Grantor to hold such title in the manner represented.

IN WITNESS WHEREOF, the person named herein as "Grantor" has executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BOOK 1205 PAGE 0647

Print Name: Charles H. Egerton

Howard James Simpson Sr.
HOWARD JAMES SIMPSON, SR.

Print Name: Barbara L. Hutchins

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD JAMES SIMPSON, SR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

F:\RE\SAG\SIMPSON.10A

EXHIBIT A

BOOK 1205 PAGE 0648

PARCEL #1

Parcel #1 is that portion of Section 20, Township 19 South, Range 27 East described as follows:
 From the intersection of the West line of the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East, and the Northerly right of way line of Highway 441, run Easterly along the Northerly right of way of said Highway 87 feet to the Point of Beginning (P.O.B.); thence run North $6^{\circ}29'$ East 568.5 feet; thence run North $12^{\circ}19'$ East 860 feet; thence run West parallel with the North line of Section 20 to a point on the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20; thence run North along said West line 495 feet, more or less, to the North line of Section 20; thence run Easterly along the North line of Section 20 to a point on the East line of the West $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20; thence run Southerly along said East line of the West $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20 to the point where said East line intersects with the Westerly extension of the Southerly line of Lot 93 of The Country Club of Mount Dora Unit II recorded in Lake County in Plat Book 32, pages 42 to 44; thence South $42^{\circ}36'45''$ East along the Westerly extension of and the Southerly line of said Lot 93, 336.37 feet; thence South $3^{\circ}21'$ West 1319.06 feet to the South line of the Northeast $\frac{1}{4}$ of Section 20; thence run Westerly along said South line 202 feet, more or less, to the Southwest corner of the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20; thence run Southerly along the West line of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20 to the Northeasterly right of way line of Highway 441; thence run Northwesterly along said Northeasterly right of way to the P.O.B.

PARCEL #2

"Begin at the intersection of the West line of the Northwest $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East and the Southerly right of way line of Highway 441, thence run Southerly along said West line of the Northwest $\frac{1}{4}$ of Section 20 to the Southwest corner of the Northwest $\frac{1}{4}$ of Section 20; thence run Easterly along the South line of the Northwest $\frac{1}{4}$ of Section 20 to the Southeast corner of the West $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20; thence run Southerly along the West line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ to the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20; thence run Easterly along the South line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20 to a point on said South line that is 178.61 feet West of the East line of the Southwest $\frac{1}{4}$ of Section 20; thence run Southerly parallel with said East line of the Southwest $\frac{1}{4}$ of Section 20 to a point that is 850 feet North of the South line of Section 20 and 178.61 feet West of the East line of the Southwest $\frac{1}{4}$ of Section 20; thence run North $89^{\circ}54'$ East a distance of 268.59 feet; thence run North $49^{\circ}37'$ East 658.44 feet, more or less, to the Southwesterly right of way line of Highway 441; thence run Northwesterly and Westerly along said Southerly right of way to the Point of Beginning (P.O.B.).

Subject to cross easement for ingress and egress, utilities and drainage purposes recorded in ORB 1183 page 1550, Public Records of Lake County, Florida, described as follows:

"Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, run North $02^{\circ}55'30''$ West along the East line of the Northeast $\frac{1}{4}$ of Section 19 a distance of 492.89 feet to the P.O.B.; thence run North $02^{\circ}55'30''$ West along said East line 75 feet to a point on the Southerly right of way of Highway 441; thence run North $87^{\circ}22'00''$ East along said Southerly right of way a distance of 389.87 feet; thence departing said Southerly right of way for Highway 441, run South $02^{\circ}38'00''$ East 75 feet; thence run South $87^{\circ}22'00''$ West 389.49 feet to the P.O.B."

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 this document when microfilmed.

BOOK 1205 PAGE 0649

PARCEL #3

"Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East, thence run South $89^{\circ}55'15''$ West along the South line of said Southwest $\frac{1}{4}$ of Section 20 a distance of 178.61 feet; thence run North $01^{\circ}56'15''$ East along the West line of the East 178.61 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 850 feet; thence run North $89^{\circ}54'$ East a distance of 268.59 feet; thence run North $49^{\circ}37'$ East 658.44 feet to the Southerly right of way of Highway 441; thence run South $40^{\circ}23'$ East a distance of 150 feet to the Point of Beginning (P.O.B.). From the P.O.B., run South $49^{\circ}37'$ West a distance of 300 feet; thence run South $40^{\circ}23'$ East a distance of 821.24 feet; thence run South $0^{\circ}6'$ East 340.36 feet to the South line of the Southeast $\frac{1}{4}$ of Section 20, a point herein being designated as Point "A". Return to the P.O.B., thence run Southerly along the Southwesterly right of way line of Highway 441 to the South line of the Southeast $\frac{1}{4}$ of Section 20; thence run Westerly along the South line of the Southeast $\frac{1}{4}$ of Section 20 to Point "A". Less portion in right of way for Limit Street.

PARCEL #4

Known as Tract J of Sunset Heights Subdivision, Mount Dora, Florida recorded in Plat Book 3, page 34 in the Public Records of Lake County, Florida and further described as follows:

"From the East $\frac{1}{4}$ corner of Section 19, Township 19 South, Range 27 East, thence run South $06^{\circ}08'45''$ West along the East line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, a distance of 642.33 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 19 to the Point of Beginning (P.O.B.) of this description; thence run North $89^{\circ}52'46''$ West 640.86 feet to a point on the Easterly right of way line of Donnelly Street; thence run Southerly along said Easterly right of way to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Easterly along said North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Northerly along the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the P.O.B.; subject to all legal highways or platted rights of way not previously vacated."

PARCEL #5

"Being a parcel of land lying in the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, Lake County, Florida and being further bounded and described as follows:

"Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 19; thence run North $89^{\circ}51'15''$ West along the North line of said Southeast $\frac{1}{4}$, a distance of 688.31 feet to a concrete monument lying on the Westerly right of way line of Donnelly Street; thence South $11^{\circ}40'13''$ West along said Westerly right of way line, a distance of 453.03 feet to a Point of Curvature, said curve being concave to the East, having a radius of 1960.08 feet, a central angle of $5^{\circ}47'00''$, a chord of 197.76 and a chord bearing of South $8^{\circ}46'43''$ West; thence along said curve an arc distance of 197.85 feet to the Point of Beginning (P.O.B.); thence continuing along said curve, said curve having a central angle of $00^{\circ}21'00''$, a chord of 11.97 feet, a chord bearing of South $05^{\circ}41'16''$ West, thence along said curve an arc distance of 11.97 feet to the Point of Tangency; thence continuing along said right of way line South $05^{\circ}30'46''$ West a distance of 630.08 feet; thence North $89^{\circ}59'50''$ West along the Southerly boundary line of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of said Section 19 a distance of 620.09 feet. Thence run North $04^{\circ}21'56''$ East a distance of 642.22 feet to a Point on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run South $89^{\circ}53'01''$ East 632.92 feet to the P.O.B."

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BOOK 1205 PAGE 0650

PARCEL #6

Commence at the Northwest corner of Section 29, Township 19 South, Range 27 East, run Southerly along the West line of Section 29 a distance of 330 feet to the Point of Beginning (P.O.B.); thence continue Southerly along the West section line of Section 29 a distance of 965 feet, more or less, to the Northerly right of way line of Pine Avenue; thence run Easterly along the Northerly right of way line a distance of 635 feet, more or less, to the Westerly right of way of Grandview Street; thence run Northerly along the said Westerly right of way 965 feet, more or less, to a point that is 330 feet South of the North line of Section 29; thence run Easterly parallel with the North line of Section 29, 635 feet, more or less, to the P.O.B.

PARCEL #7

A parcel being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East described as follows:

Begin at the intersection of the Northerly right of way of Pine Street and the Easterly right of way of Grandview Street, a Point being 25 feet North of and 25 feet East of the Southwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East; thence run Westerly along the Northerly right of way of Pine Street 635 feet, more or less, to a point on the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and 25 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29; thence run North along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, a distance of 1085 feet, more or less, to a point that is 210 feet South of the North line of Section 29; thence run Westerly parallel with said North line of Section 29 a distance of 210 feet; thence run Northerly parallel with the Easterly right of way of Grandview Street a distance of 185 feet, more or less, to the Southerly right of way of Limit Street; thence Westerly along said Southerly right of way a distance of 168.94 feet; thence run Southerly parallel to the Easterly right of way line of Grandview Street a distance of 195 feet; thence run Westerly parallel with the North line of Section 29, a distance of 135 feet, more or less, to a point being 121.06 feet East of the Westerly right of way of Grandview Street; thence run Southerly parallel to said Westerly right of way a distance of 12 feet; thence run Easterly parallel with the North Section line 153.94 feet; thence run Southerly parallel with the right of way for Grandview Street a distance of 294 feet; thence run Westerly parallel to the North line of Section, a distance of 275 feet, more or less, to the Easterly right of way of Grandview Street; thence Southerly along said Easterly right of way a distance of 769 feet, more or less, to the P.O.B.

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

Re: This Instrument Prepared By:
 STANLEY A. GRAVENMIER, ESQ.
 DEAN, MEAD, EGERTON, BLOODWORTH,
 CAPOUANO & BOZARTH, P.A.
 Post Office Box 2346
 Orlando, Florida 32802-2346
 (407) 841-1200

93 1704

TAX PARCEL IDENTIFICATION NO.

20-19-27-0002-000-007	20-19-27-0002-000-010
20-19-27-0002-000-006	20-19-27-0004-000-016
20-19-27-0001-000-005	19-19-27-0600-00J-000
20-19-27-0001-000-004	19-19-27-0600-00I-000
20-19-27-0001-000-003	29-19-27-0002-000-084
20-19-27-0003-000-014	29-19-27-0002-000-078
20-19-27-0004-000-015	29-19-27-0002-000-080

SPECIAL WARRANTY DEED

BOOK 1205 PAGE 0651

THIS SPECIAL WARRANTY DEED is made the 30th day of December, 1992, by HOWARD JAMES SIMPSON, SR., ROBERT L. SIMPSON, and HOWARD J. SIMPSON, JR. whose collective post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter collectively referred to as the "Grantors"), to SIMPSON FAMILY PARTNERSHIP LTD., a Florida limited partnership, whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter referred to as the "Grantee").

(wherever used herein the terms "Grantors" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations)

WITNESSETH:

That Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all of Grantors' right, title and interest in and to that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantors hereby covenant with Grantee that Grantors are lawfully seized of the Property in fee simple; that the Grantors have good right and lawful authority to sell and convey the Property, and hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantors, but against no others. This conveyance is subject to taxes accruing subsequent to December 31, 1992, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Grantors certify that on the date of execution, delivery and recordation of this instrument, neither Grantors nor any member of Grantors' families resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantors.

REC-2500 RECEIVED FOR
 TF 3.75 EXCISE TAXES
 DOC-389.75 JAMES C. WATKINS
 INT- CLERK LAKE CO FL
 BY [Signature] D.C.

JAN 12 12 53 PM '93

REC'D
LA
FILED

The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantors, and has relied upon the representations of the Grantors that they are the holders of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of the Grantors to hold such title in the manner represented.

IN WITNESS WHEREOF, the persons named herein as "Grantors" have executed and delivered this instrument and have intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BOOK 1205 PAGE 0652

Print Name: Charles H. Egeyten

Howard James Simpson, Sr.
HOWARD JAMES SIMPSON, SR.

Print Name: Barbara L. Hutchins

Robert L. Simpson
ROBERT L. SIMPSON

Print Name: Barbara L. Hutchins

Print Name: Charles H. Egeyten

Howard J. Simpson, Jr.
HOWARD J. SIMPSON, JR.

Print Name: Barbara L. Hutchins

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD JAMES SIMPSON, SR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by ROBERT L. SIMPSON, who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
 Print Name: _____
 Notary Public, State of Florida
 Commission No.: _____
 My Commission Expires: _____

BARBARA L. HUTCHINS
 Notary Public, State of Florida
 My Comm. expires June 2, 1993
 Comm. No. AA672524

BOOK 1205 PAGE 0653

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD J. SIMPSON, JR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
 Print Name: _____
 Notary Public, State of Florida
 Commission No.: _____
 My Commission Expires: _____

BARBARA L. HUTCHINS
 Notary Public, State of Florida
 My Comm. expires June 2, 1993
 Comm. No. AA672524

F:\RE\SAG\SIMPSON.10B

EXHIBIT A

BOOK 1205 PAGE 0654

PARCEL #1

Parcel #1 is that portion of Section 20, Township 19 South, Range 27 East described as follows:

From the intersection of the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of Section 20, Township 19 South, Range 27 East, and the Northerly right of way line of Highway 441, run Easterly along the Northerly right of way of said Highway 87 feet to the Point of Beginning (P.O.B.); thence run North 6°29' East 568.5 feet; thence run North 12°19' East 860 feet; thence run West parallel with the North line of Section 20 to a point on the West line of the East ½ of the Northwest ¼ of the Northwest ¼ of Section 20; thence run North along said West line 495 feet, more or less, to the North line of Section 20; thence run Easterly along the North line of Section 20 to a point on the East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20; thence run Southerly along said East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20 to the point where said East line intersects with the Westerly extension of the Southerly line of Lot 93 of The Country Club of Mount Dora Unit II recorded in Lake County in Plat Book 32, pages 42 to 44; thence South 42° 36'45" East along the Westerly extension of and the Southerly line of said Lot 93, 336.37 feet; thence South 3°21' West 1319.06 feet to the South line of the Northeast ¼ of Section 20, thence run Westerly along said South line 202 feet, more or less, to the Southwest corner of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 20, thence run Southerly along the West line of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 20 to the Northeasterly right of way line of Highway 441; thence run Northwesterly along said Northeasterly right of way to the P.O.B.

PARCEL #2

"Begin at the intersection of the West line of the Northwest ¼ of Section 20, Township 19 South, Range 27 East and the Southerly right of way line of Highway 441, thence run Southerly along said West line of the Northwest ¼ of Section 20 to the Southwest corner of the Northwest ¼ of Section 20, thence run Easterly along the South line of the Northwest ¼ of Section 20 to the Southeast corner of the West ½ of the Northwest ¼ of Section 20; thence run Southerly along the West line of the Northeast ¼ of the Southwest ¼ to the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 20; thence run Easterly along the South line of the Northeast ¼ of the Southwest ¼ of Section 20 to a point on said South line that is 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run Southerly parallel with said East line of the Southwest ¼ of Section 20 to a point that is 850 feet North of the South line of Section 20 and 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run North 89°54' East a distance of 268.59 feet; thence run North 49°37' East 658.44 feet, more or less, to the Southwesterly right of way line of Highway 441; thence run Northwesterly and Westerly along said Southerly right of way to the Point of Beginning (P.O.B.).

Subject to cross easement for ingress and egress, utilities and drainage purposes recorded in ORB 1183 page 1550, Public Records of Lake County, Florida, described as follows:

"Commence at the Southeast corner of the Northeast ¼ of Section 19, Township 19 South, Range 27 East, run North 02°55'30" West along the East line of the Northeast ¼ of Section 19 a distance of 492.89 feet to the P.O.B.; thence run North 02°55'30" West along said East line 75 feet to a point on the Southerly right of way of Highway 441; thence run North 87°22'00" East along said Southerly right of way a distance of 389.87 feet; thence departing said Southerly right of way for Highway 441, run South 02°38'00" East 75 feet; thence run South 87°22'00" West 389.49 feet to the P.O.B."

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BOOK 1205 PAGE 0655

PARCEL #3

"Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East, thence run South $89^{\circ}55'15"$ West along the South line of said Southwest $\frac{1}{4}$ of Section 20 a distance of 178.61 feet; thence run North $01^{\circ}56'15"$ East along the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 850 feet; thence run North $89^{\circ}54'$ East a distance of 268.59 feet; thence run North $49^{\circ}37'$ East 658.44 feet to the Southerly right of way of Highway 441; thence run South $40^{\circ}23'$ East a distance of 150 feet to the Point of Beginning (P.O.B.). From the P.O.B., run South $49^{\circ}37'$ West a distance of 300 feet; thence run South $40^{\circ}23'$ East a distance of 821.24 feet; thence run South $0^{\circ}6'$ East 340.36 feet to the South line of the Southeast $\frac{1}{4}$ of Section 20, a point herein being designated as Point "A". Return to the P.O.B., thence run Southerly along the Southwesterly right of way line of Highway 441 to the South line of the Southeast $\frac{1}{4}$ of Section 20; thence run Westerly along the South line of the Southeast $\frac{1}{4}$ of Section 20 to Point "A". Less portion in right of way for Limit Street.

PARCEL #4

Known as Tract J of Sunset Heights Subdivision, Mount Dora, Florida recorded in Plat Book 3, page 34 in the Public Records of Lake County, Florida and further described as follows:

"From the East $\frac{1}{4}$ corner of Section 19, Township 19 South, Range 27 East, thence run South $06^{\circ}08'45"$ West along the East line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, a distance of 642.33 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 19 to the Point of Beginning (P.O.B.) of this description; thence run North $89^{\circ}52'46"$ West 640.86 feet to a point on the Easterly right of way line of Donnelly Street; thence run Southerly along said Easterly right of way to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Easterly along said North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Northerly along the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the P.O.B.; subject to all legal highways or platted rights of way not previously vacated."

PARCEL #5

"Being a parcel of land lying in the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, Lake County, Florida and being further bounded and described as follows:

"Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 19; thence run North $89^{\circ}51'15"$ West along the North line of said Southeast $\frac{1}{4}$, a distance of 688.31 feet to a concrete monument lying on the Westerly right of way line of Donnelly Street; thence South $11^{\circ}40'13"$ West along said Westerly right of way line, a distance of 453.03 feet to a Point of Curvature, said curve being concave to the East, having a radius of 1960.08 feet, a central angle of $5^{\circ}47'00"$, a chord of 197.76 and a chord bearing of South $8^{\circ}46'43"$ West; thence along said curve an arc distance of 197.85 feet to the Point of Beginning (P.O.B.); thence continuing along said curve, said curve having a central angle of $00^{\circ}21'00"$, a chord of 11.97 feet, a chord bearing of South $05^{\circ}41'16"$ West, thence along said curve an arc distance of 11.97 feet to the Point of Tangency; thence continuing along said right of way line South $05^{\circ}30'46"$ West a distance of 630.08 feet; thence North $89^{\circ}59'50"$ West along the Southerly boundary line of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of said Section 19 a distance of 620.09 feet. Thence run North $04^{\circ}21'56"$ East a distance of 642.22 feet to a Point on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run South $89^{\circ}53'01"$ East 632.92 feet to the P.O.B."

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BOOK 1205 PAGE 0656

PARCEL #6

Commence at the Northwest corner of Section 29, Township 19 South, Range 27 East, run Southerly along the West line of Section 29 a distance of 330 feet to the Point of Beginning (P.O.B.); thence continue Southerly along the West section line of Section 29 a distance of 965 feet, more or less, to the Northerly right of way line of Pine Avenue; thence run Easterly along the Northerly right of way line a distance of 635 feet, more or less, to the Westerly right of way of Grandview Street; thence run Northerly along the said Westerly right of way 965 feet, more or less, to a point that is 330 feet South of the North line of Section 29; thence run Easterly parallel with the North line of Section 29, 635 feet, more or less, to the P.O.B.

PARCEL #7

A parcel being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East described as follows:

Begin at the intersection of the Northerly right of way of Pine Street and the Easterly right of way of Grandview Street, a Point being 25 feet North of and 25 feet East of the Southwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East; thence run Westerly along the Northerly right of way of Pine Street 635 feet, more or less, to a point on the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and 25 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29; thence run North along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, a distance of 1085 feet, more or less, to a point that is 210 feet South of the North line of Section 29; thence run Westerly parallel with said North line of Section 29 a distance of 210 feet; thence run Northerly parallel with the Easterly right of way of Grandview Street a distance of 185 feet, more or less, to the Southerly right of way of Limit Street; thence Westerly along said Southerly right of way a distance of 168.94 feet; thence run Southerly parallel to the Easterly right of way line of Grandview Street a distance of 195 feet; thence run Westerly parallel with the North line of Section 29, a distance of 135 feet, more or less, to a point being 121.06 feet East of the Westerly right of way of Grandview Street; thence run Southerly parallel to said Westerly right of way a distance of 12 feet; thence run Easterly parallel with the North Section line 153.94 feet; thence run Southerly parallel with the right of way for Grandview Street a distance of 294 feet; thence run Westerly parallel to the North line of Section, a distance of 275 feet, more or less, to the Easterly right of way of Grandview Street; thence Southerly along said Easterly right of way a distance of 769 feet, more or less, to the P.O.B.

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ORDINANCE NO: 2023-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441, NORTH OF LIMIT AVENUE, AND EAST OF DONNELLY STREET; 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, Brochman, LLC, Simpson Family Partnership, Ltd., and Mount Dora Groves Company, (Property Owners) have certain rights to or are the fee simple owners of that property generally located on the south side of US Highway 441, north of Limit Avenue, and east of Donnelly Street 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 Owners have filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora and the City Council of the City of Mount Dora has determined that the petition bears signature of all owners; 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 located on the south side of US Highway 441, north of Limit Avenue, and east of Donnelly Street, 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 1:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°00'00" EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT STREET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 06°13'21" EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°43'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06°12'45" EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05°14'23" WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20,

THENCE NORTH 89°43'36" WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06°12'45" WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89°43'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TRACTS L AND N, SUNSET HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 178.61 FEET, NORTH 02°18'40" EAST 850 FEET, SOUTH 89°43'35" EAST 268.59 FEET, NORTH 49°59'25" EAST 142.41 FEET, NORTH 35°45'51" WEST 328.42 FEET, NORTH 54°14'09" EAST 78.70 FEET, NORTH 35°45'51" WEST 352.84 FEET, NORTH 49°59'25" EAST 387.11 FEET TO SOUTHWESTERLY R/W LINE OF US HWY 441, NORTH 40°01'05" WEST ALONG SAID HWY 125 FEET FOR POINT OF BEGINNING, RUN SOUTH 49°59'25" WEST 466.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'0" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04°15'18" EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78

FEET, NORTH 60°48'54" EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49°59'27" WEST 256.45 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.56 FEET, SOUTH 89°55'00" WEST 181.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

SE 1/4 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTHWESTERLY OF US HWY 441.

PARCEL 5:

W 1/2 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTH OF HWY 441; LESS BEG AT W 1/4 CORNER RUN NORTH 02°55'30" WEST ALONG WEST LINE OF NW 1/4 567.89 FEET TO SOUTH R/W OF US HWY 441, RUN NORTH 87°22'0" EAST ALONG SAID SOUTH R/W LINE 530 FT, THENCE DEPARTING SAID SOUTH R/W LINE RUN SOUTH 02°55'30" EAST 312.84 FEET, SOUTH 87°22'0" WEST 60 FEET, SOUTH 02°55'30" EAST 255.8 FEET, SOUTH 87°27'30" WEST 470 FEET TO POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 80.70 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 Districts Five (5) are hereby amended to include the Property, more particularly described as follows:

PARCEL 1:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°00'00" EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT STREET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 06°13'21" EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°43'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06°12'45" EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05°14'23" WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89°43'36" WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06°12'45" WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89°43'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING.

PARCEL2:

TRACTS L AND N, SUNSET HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 178.61 FEET, NORTH 02°18'40" EAST 850 FEET, SOUTH 89°43'35" EAST 268.59 FEET, NORTH 49°59'25" EAST 142.41 FEET, NORTH 35°45'51" WEST 328.42 FEET, NORTH 54°14'09" EAST 78.70 FEET, NORTH 35°45'51" WEST 352.84 FEET, NORTH 49°59'25" EAST 387.11 FEET TO SOUTHWESTERLY R/W LINE OF US HWY 441, NORTH 40°01'05" WEST ALONG SAID HWY 125 FEET FOR POINT OF BEGINNING, RUN SOUTH 49°59'25" WEST 466.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'0" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH

ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04°15'18" EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78 FEET, NORTH 60°48'54" EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49°59'27" WEST 256.45 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.56 FEET, SOUTH 89°55'00" WEST 181.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

SE 1/4 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTHWESTERLY OF US HWY 441.

PARCEL 5:

W 1/2 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTH OF HWY 441; LESS BEG AT W 1/4 CORNER RUN NORTH 02°55'30" WEST ALONG WEST LINE OF NW 1/4 567.89 FEET TO SOUTH R/W OF US HWY 441, RUN NORTH 87°22'0" EAST ALONG SAID SOUTH R/W LINE 530 FT, THENCE DEPARTING SAID SOUTH R/W LINE RUN SOUTH 02°55'30" EAST 312.84 FEET, SOUTH 87°22'0" WEST 60 FEET, SOUTH 02°55'30" EAST 255.8 FEET, SOUTH 87°27'30" WEST 470 FEET TO POINT OF BEGINNING.

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: August 28, 2023

SECOND READING: March 19, 2024

PASSED AND ADOPTED this 19th day of March 2024.

**CRISSY STILE, MAYOR
CITY OF MOUNT DORA**

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora

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

Patrick Brackins, City Attorney
City of Mount Dora

EXHIBIT “A”
Property Depiction

VICINITY MAP

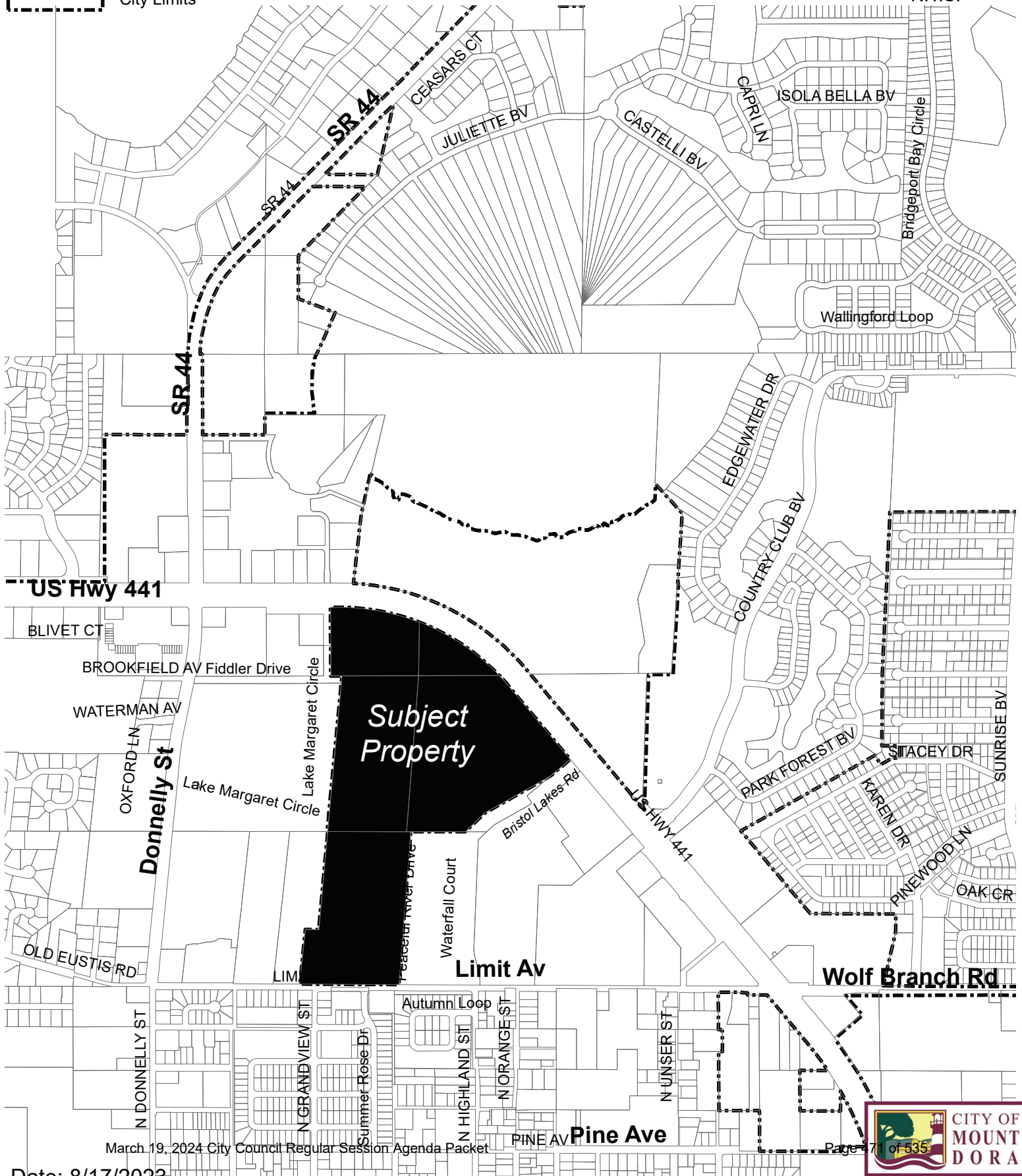
Mount Dora Groves South

80.70 +/- Acres

Legend

-  Subject Property
-  City Limits

N.T.S.





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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2024-05**, 1st Amendment PUD Master Plan for Vista Hills.

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2024-05.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Applicant Comments
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. Legal advertisements for public hearing are included in Attachment #2.

Further project descriptions, design elements, and vicinity map are contained in Attachment #3 (*PZC Memo*). The applicant is requesting an Amendment to the Vista Hills PUD Master Plan approved under Ordinance No. 2022-20 on December 20, 2022. The main changes associated with the proposed PUD Amendment include the extension to the PUD Master Plan to four years in lieu of a one-year time limitation; and modifications to the multifamily parking formula. The PUD Master Plan allows for a maximum of 442 residential units (24.91 acres) and 55,000 square feet commercial (8.07 acres).

The proposed mixed use development proposal is a consistent land use pattern in this emerging area of the Wolf Branch Innovation District (WBID). Development patterns east of are slated for high quality employment center type uses. This development will extend Niles Road with a 70-foot city dedicated right-of-way (which includes a trail). The new roadway will connect to the existing Niles Road paved section. The Final PUD Master Plan illustrates the roadway

configuration with ultimate access to SR 46 and the planned Vista Ridge Drive. The applicant has coordinated with Lake County to pursue Transportation Impact Fee Credits.

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 March 5, 2024, recommended approval of the First Reading of Ordinance No. 2024-05 and held a hearing for the Second Reading and Final adoption.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on February 21, 2024 recommended approval of the 1st Amendment to the PUD Master Plan for Vista Hills

The Development Review Committee (DRC) on January 10, 2024, recommended approval of the proposed PUD and forwarded the same to the PZC.

Budget Impact:

There are no budgetary impacts to the City relative to the processing of the Planned Unit Development amendment action.

Strategic Impact:

Planned Unit Development amendment 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 1.1. Develop Wolf Branch Innovation District (WBID). Objective 1.2. Enhance mobility, connectivity, and expand trail network. Objective 1.2.1 Implementation of the transportation master plan. Objective 1.3. Attract new commercial businesses/residential development. Continue implementing the Wolf Branch Master Plan; and GOAL 2: Infrastructure / Public Safety.

Recommendation:

City Council approve the Second Reading and Adoption of Ordinance No. 2024-05.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate 3-19-24
2. Attachment 2 Legal Ad Publications (Final)
3. Attachment 3 PZC Memo Packet 2-21-2024
4. Ord2024-05 1st Amed PUD Vista Hills (City Atty) Final
5. Exhibit A Legal Description
6. Exhibit B 1st Amendment Vista Hills PUD Master Plan

Prepared by: Vince Sandersfeld, Planning and Development Director
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, Planning and Development Director

Approved - 3/12/2024
Approved - 3/12/2024
Final Approval - 3/12/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-05

ORDINANCE TITLE: Vista Hills PUD 1st Amendment

DEPARTMENT: Planning and Development

MEETING DATE: March 19, 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.

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2024-05
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2024-05. The final public hearing on the ordinance will be held on **Tuesday, March 19, 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 2024-05 is as follows:

ORDINANCE NO: 2024-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE MASTER PLAN FOR THE VISTA HILLS PLANNED UNIT DEVELOPMENT AS SET FORTH HEREIN; AMENDING ORDINANCE NO. 2022-20 IN BY ADOPTING UPDATED VISTA HILLS PLANNED UNIT DEVELOPMENT MASTER PLAN TERMS AND CONDITIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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 Thursday.

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.

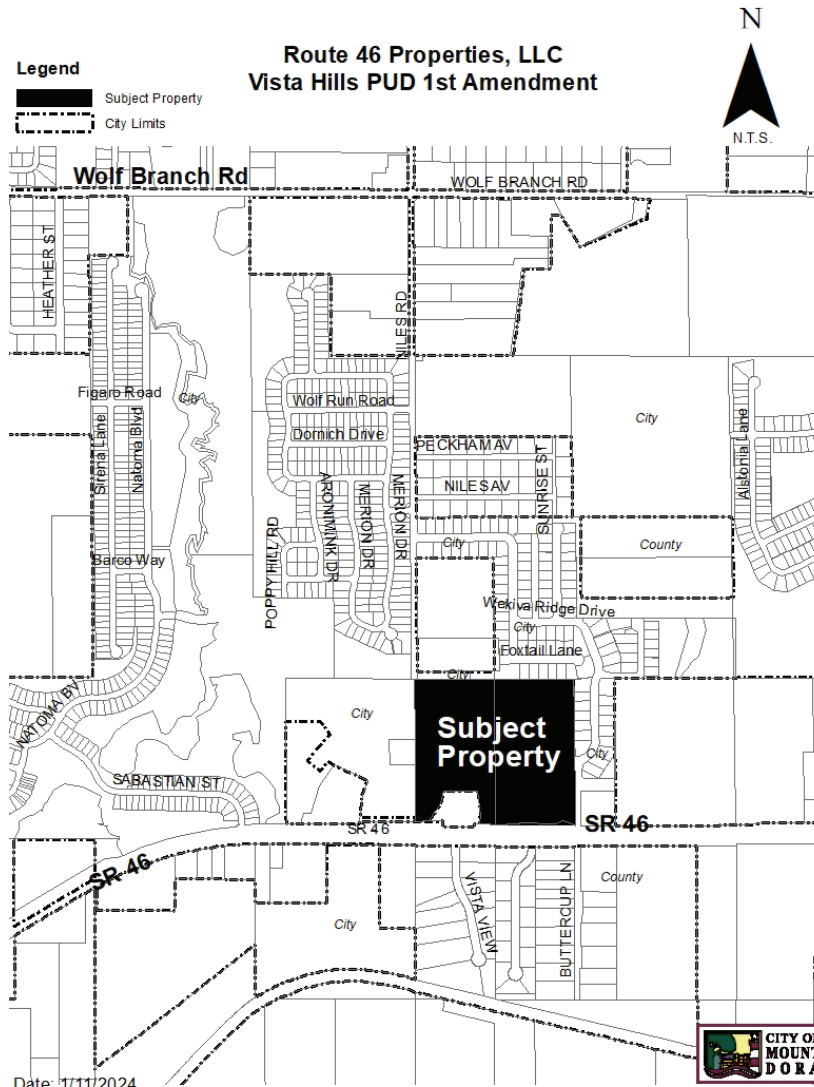
Published (Legal Notice): March 8, 2024

NOTICE OF ZONING CHANGE VISTA HILLS PUD AMENDMENT CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida will conduct public hearing to consider a request for an Amendment to the Vista Hills PUD Master Plan for the lands within the area shown in the map in this advertisement. The title and substance of proposed PUD Ordinance is as follows:

ORDINANCE NO: 2024-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE MASTER PLAN FOR THE VISTA HILLS PLANNED UNIT DEVELOPMENT AS SET FORTH HEREIN; AMENDING ORDINANCE NO. 2022-20 IN BY ADOPTING UPDATED VISTA HILLS PLANNED UNIT DEVELOPMENT MASTER PLAN TERMS AND CONDITIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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.



The City Council of the City of Mount Dora, Florida will conduct a public hearing to consider the adoption of Ordinance No. 2024-05 on **Tuesday, March 19, 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 for the Vista Hills PUD 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@cityofmounddora.com**.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: March 8, 2024



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

DATE: February 21, 2024

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

THROUGH: Ryan Winkler, Senior Planner

RE: **Request for Planned Unit Development (PUD) Amendment**
Vista Hills (formerly Route 46 Properties, LLC) (Project Name); 33.68 Acres (Site Area); located north of State Road 46 and west side of Norton Lane (Location); David A Croson, Route 46 Properties, LLC (Owner); Michael Rankin, LPG Urban and Regional Planner, Inc (Applicant), Chuck Hiott, P.E, Halff Engineering (Engineer)
Project No. PUD23-01AD

Recommendation:

Staff recommends approval of the above-referenced request and forward the same to City Council

Reference/Support:

Sections 3.4.5 of the City's *Land Development Code*
Ordinance 2022-20, *Vista Hills (fka Route 46 Properties, LLC)*

Background / Site Summary:

Owner:	Route 46 Properties, LLC – Charles Croson
Applicant:	LPG Urban and Regional Planners, Inc – Michael Rankin
Existing Use:	Vacant Land
Proposed Use:	Mixed Use: Multi-Family (Apartments) and Neighborhood
Commercial	
Future Land Use:	Residential High (18 DU/acre) and Commercial
Current Zoning:	Planned Unit Development (PUD)
Site Area:	Residential: 24.91 Acres
	Commercial: 8.07 Acres
	Wetland: 0.80 Acre (to remain)
	TOTAL: 33.78 Acres
Proposed Dwelling Units:	442 dwelling units (17 buildings at 26 units)
Proposed Density:	17.74 du/acre
Maximum FAR:	0.35
Proposed FAR:	0.25
Proposed Commercial:	55,000 sq. ft. Maximum
Proposed Height:	Commercial: 35 feet

Planning and Zoning Commission Meeting February 21, 2024

Vista Hills PUD Amendment – PUD23-01AD

Page 2

Residential: 45 feet

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County/City	Res Low	Ag/ R-1	Nursery/ Wekiva Ridge
South	County	Res Low	R-2	SFR
East	City	Res Low	R-1	Wekiva Ridge
East	City	Office	OP	Vacant Land
West	City	PLI	PLI	Vacant Land

Staff Analysis

The Applicant is requesting a PUD Amendment to allow for an extension of the approval of a parking reduction and for a four (4) year (48-month) extension of the PUD. The Applicant requests an extension of the PUD to allow for sufficient time for the City of Mount Dora and Lake County to finalize the agreement regarding the Niles Road extension, finalize the agreement regarding shared storm water for the roadway, and prepare construction plans.

A preliminary master plan for the rezoning of the subject properties to Planned Unit Development (PUD) was approved by the City of Mount Dora via Ordinance #2022-44 on November 21, 2021. The Final PUD master plan for the subject properties was approved by City Council on December 20, 2022 via Ordinance #2022-20.

The Vista Hills PUD includes multi-family (15 apartment buildings) with on-site amenities (pool, clubhouse, and open space). The development will be constructed in two phases: Phase one will consist of 286 of the proposed multifamily units and the proposed 11 buildings, combining to 57,000 square feet of commercial development. Phase 2 will consist of the remaining 156 units (6 buildings) and amenity features for the residential development. The commercial portions of the development will be along the southern portion of the property adjacent to SR 46 with the multifamily being to the north section of the proposed project.

Pursuant to LDC Section 3.4.5, *Planned Unit Developments*, actual construction must be within the planned unit development within twelve (12) months of approval of the final master plan. If actual construction has not begun, the final master plan approval and any vesting which may be claimed thereby shall be void. The Applicant may request a six (6) month extension by to the Development Review Committee (DRC). The Applicant has requested a four (4) year extension to allow for sufficient time of additional entitlements and agreements to be finalized before a site development permit is submitted for the projects. A four (4) year extension of the project would require a site development permit to be applied for no later than February 21, 2028.

In addition to the extension of approval for the final PUD, the Applicant is requesting a waiver from the parking requirement to establish a new parking calculation based on a parking study provided by the Applicant. The original parking was to be provided consistent with the requirements established by LDC Section 6.5, *Parking and Loading Areas*, which requires at least two (2) parking spaces for each dwelling unit, and for multi-family developments to provide at least one additional space per three units for visitors, resulting in a total of 1,031 required parking spaces. The Applicant believes the parking supply required by the LDC is higher than the demand the development is expected, and requests to reduce the parking calculation to allow 1.52 spaces per unit including visitor parking, resulting in 672

Planning and Zoning Commission Meeting February 21, 2024

Vista Hills PUD Amendment – PUD23-01AD

Page 3

required parking spaces for the multi-family development. The Applicant provided a breakdown of the parking required with the new calculations within the PUD.

Parking	
Required Residential Parking (1.52/unit) based on parking study	672 spaces
Provided Residential Parking	694 spaces
Overflow Parking	22 spaces
Provided Commercial Parking (1 / 140 sf)	391 spaces

Notifications:

Non-Legal Notice to Property Owners: February 9, 2024

Legal Notice of Proposed Enactment: March 8, 2024

Attachments:

Vicinity Map

Aerial Map

FLU Map

Zoning Map

Parking Study

Legal Advertisement and Notification

Survey

PUD First Amendment - Master Plan [\[Refer to Exhibit "B" PUD Ordinance No. 2024-05 to avoid duplication\]](#)

PUD Amendment – Application

1st Amendment PUD Ordinance No. 2024-05

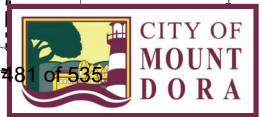
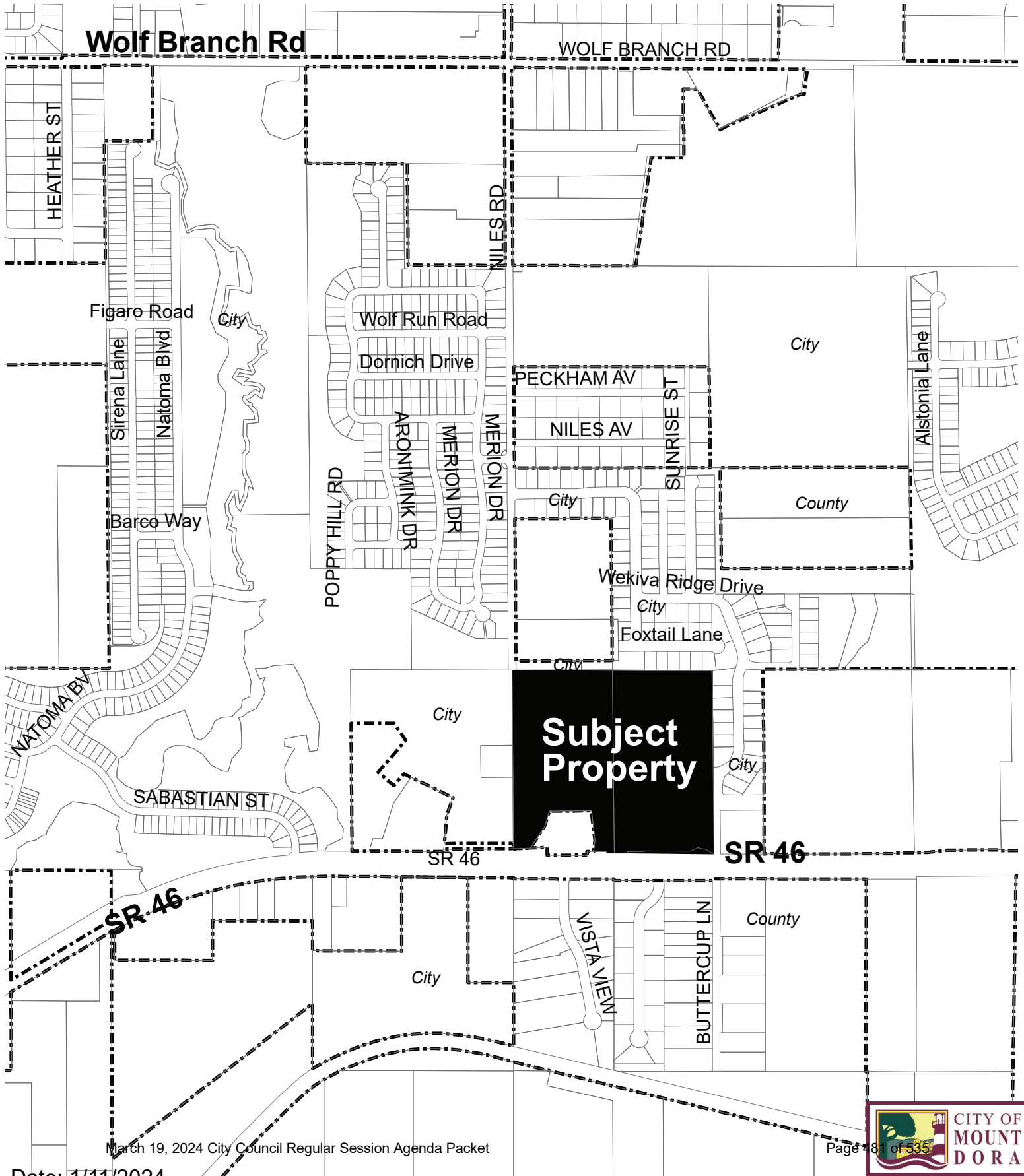


N.T.S.

Route 46 Properties, LLC Vista Hills PUD 1st Amendment

Legend

-  Subject Property
-  City Limits



Vista Hills PUD
Route 46 Properties, LLC
Aerial Map

N



N.T.S.

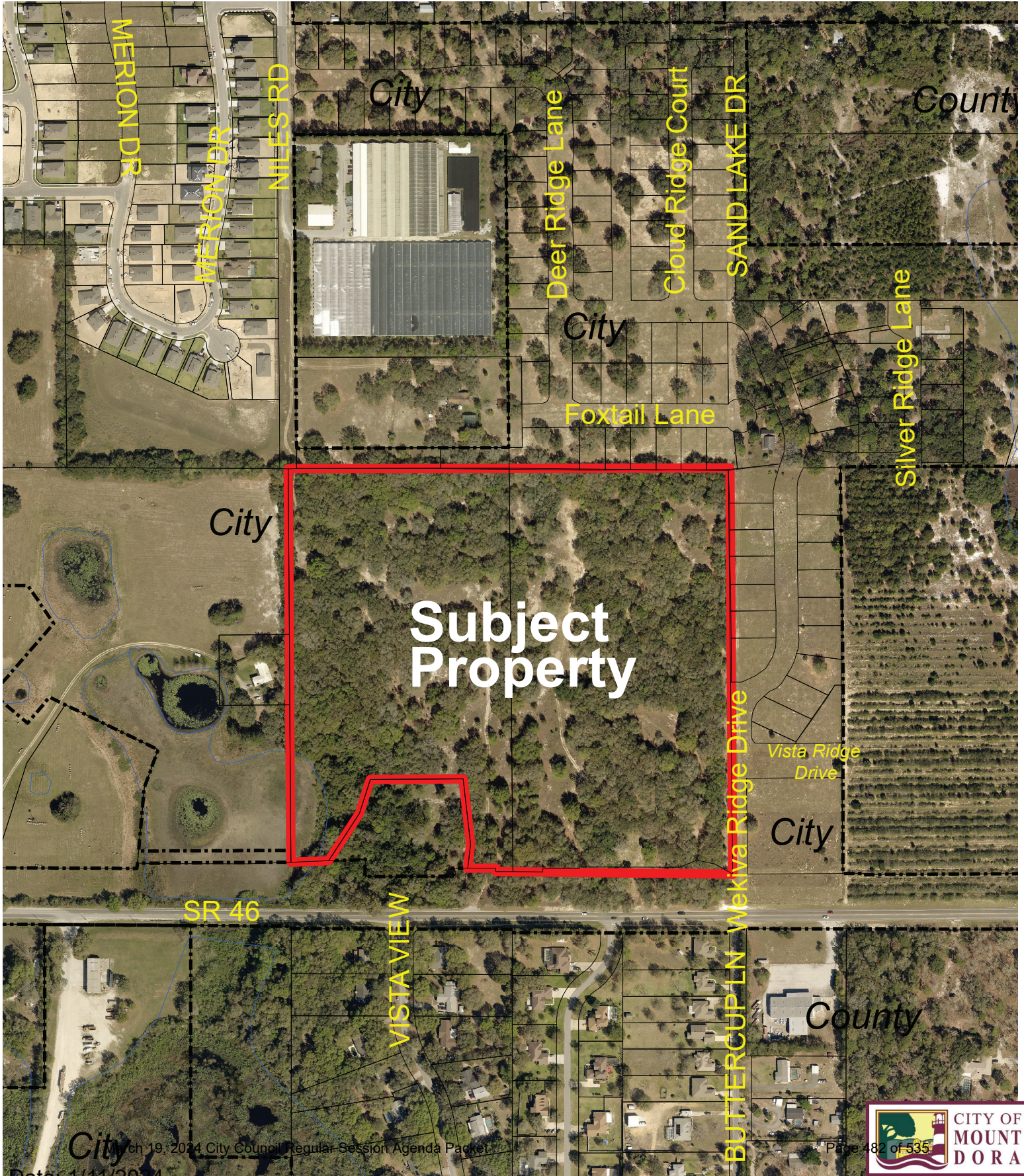
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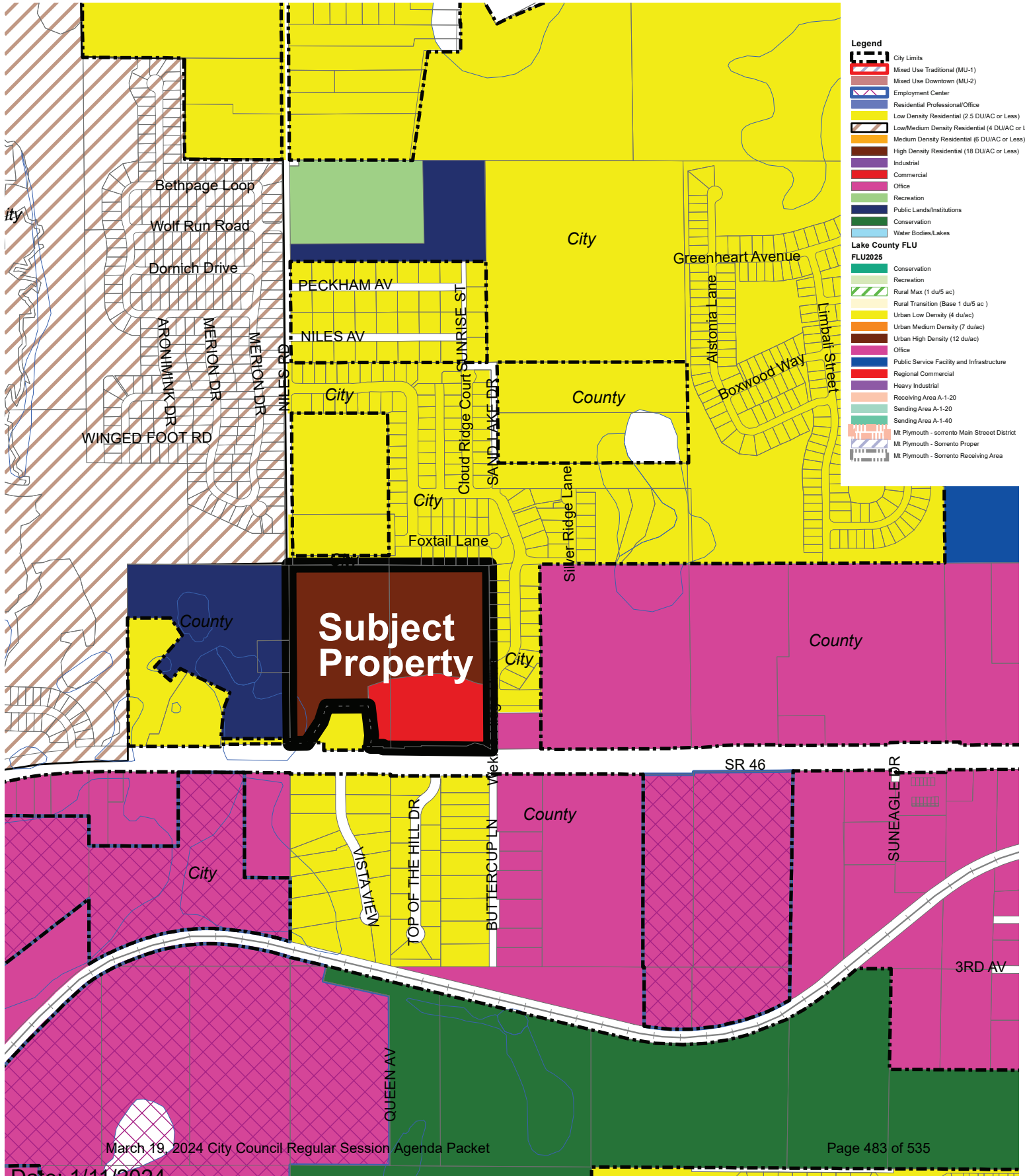
Subject Property



City Limits



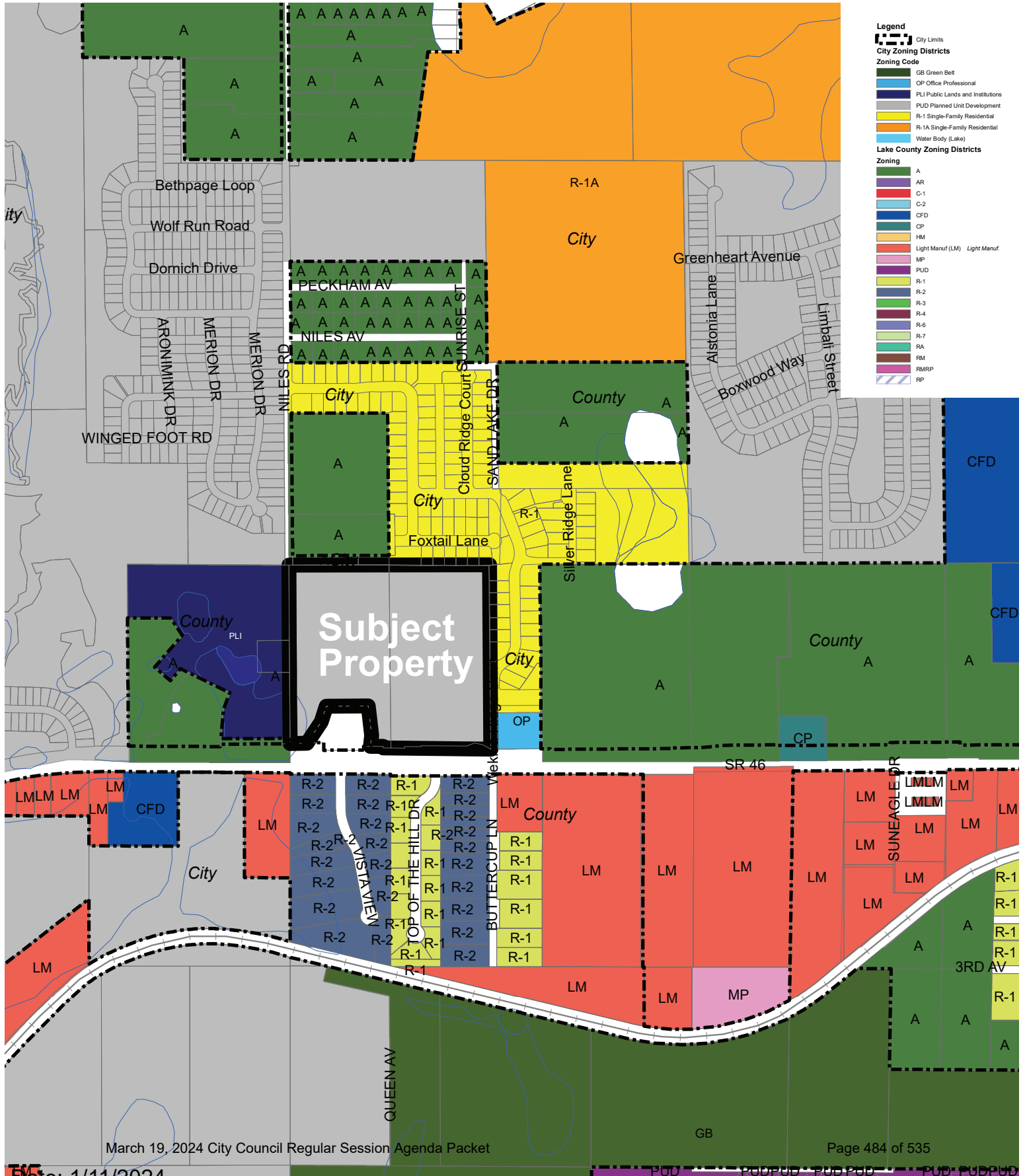
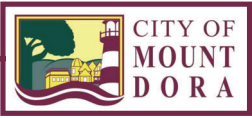
ATTACHMENT #3 Futue Land Use Composite City-County Map Route 46 Properties, LLC Vista Hills PUD 1st Amendment



- Legend**
- City Limits
 - 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
- Lake County FLU**
- FLU2025**
- Conservation
 - Recreation
 - Rural Max (1 du/5 ac)
 - Rural Transition (Base 1 du/5 ac)
 - Urban Low Density (4 du/ac)
 - Urban Medium Density (7 du/ac)
 - Urban High Density (12 du/ac)
 - Office
 - Public Service Facility and Infrastructure
 - Regional Commercial
 - Heavy Industrial
 - Receiving Area A-1-20
 - Sending Area A-1-20
 - Sending Area A-1-40
 - Mt Plymouth - Sorrento Main Street District
 - Mt Plymouth - Sorrento Proper
 - Mt Plymouth - Sorrento Receiving Area

ATTACHMENT #3 Zoning Composite City-County Map

Route 46 Properties, LLC Vista Hills PUD 1st Amendment





**CITY OF
MOUNT
DORA**

RECEIVED

By Whitney Scott at 11:17 am, Dec 20, 2023

PUD 23-01 AD

**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@cityofmoundora.com**

PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION

Date: 12/4/2023 Project Name: Vista Hills PUDAmendment

Amendment: (1st, 2nd, 3rd, 1st)

1. Applicant's Name: Michael Rankin, Manager
 Company's Name: LPG Urban and Regional Planners, LLC
 Address: 1162 Camp Ave.
 City, State & Zip: Mount Dora, FL 32757
 Phone: 352-385-1940 E-mail: MichaelR@lpgurp.com

2. Property Owner's Name(s): David A. Croson, Manager
 Company's Name: Route 46 Properties, LLC
 Address: 1321 Tappie Toorie Circle
 City, State & Zip: Lake Mary, FL 32746
 Phone: 407-488-7945 E-mail: dave@croson.com

3. Engineer's Name: Chuck Hiott, P.E.
 Company's Name: Halff
 Address: 902 N. Sinclair Ave.
 City, State & Zip: Tavares, FL 32778
 Phone: 352-557-9230 E-mail: chiott@halff.com

4. Landscape Architect: Steven Verlander
 Company's Name: Verlander Landscape Architect, LLC
 Address: 9880 Montclair Circle
 City, State & Zip: Apopka, FL 32703
 Phone: 407-834-4104 E-mail: Steven@verlanderla.com

5. The property generally located and list adjacent streets: North of SR 46 and east of Norton Lane
6. Size of property in Acres: 33.68 Square Feet: 1,467,100
7. Zoning District: PUD Future Land Use Category: Commercial and High Density Residential
8. Provide description of the proposed use: Request four year extension of final PUD and request reduction of parking spaces based on parking study
9. State the reason for this request (attach written summary if additional space is needed):
Chapter 6, Section 6.5.2 requires 2 spaces per unit and 1 space per 3 units for visitors for multi-family
10. Has an application been filed within the last 12 months (describe, if yes)? Yes, final PUD approval
11. Provide justification (include data, analysis, etc): See attached parking study which provides justification to reduce parking to 1.52 spaces per unit which includes visitor parking

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. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.


Owner/Applicant Signature

13 Dec 2023
Date

December 4, 2023

Route 46 Properties, LLC hereby authorizes Michael Rankin with LPG Urban and Regional Planners, LLC to act as our agent in the submittal and signing of documents for the Final Planned Unit Development Amendment application to the City of Mount Dora.

Signed:

David A. Croson

David A. Croson

Manager

STATE OF FLORIDA

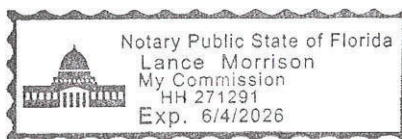
COUNTY OF Seminole

The foregoing instrument was acknowledged before me with 8th day of December, 2023, by David Croson as Manager of Route 46 Properties, LLC on behalf of the corporation. He is personally known to me.

Lance Morrison

Notary Public – State of Florida

Lance Morrison



Print Name

My Commission Expires: 06/04/2026

Commission Number: HH 271291



December 20, 2023

Mr. Vince Sandersfeld
City of Mount Dora
Planning & Development
510 N. Baker Street
Mount Dora, FL 32757

Re: *Route 46 Properties, LLC - (#1845/2A)*
 Final PUD Extension and Waiver from required parking

Dear Mr. Sandersfeld:

Please find enclosed a request for a Final PUD extension request including a waiver from Chapter 6, Section 6.5.2 to parking requirements to allow 1.52 spaces per unit which includes visitor parking. The PUD extension is being requested for four years (48 months) to allow sufficient time for the City of Mount Dora and Lake County to finalize the agreement regarding the Niles Road extension, finalize agreement regarding shared stormwater for the roadway, and prepare construction plans. In support of the PUD Extension and waiver request, please find enclosed the following:

- Signed Application
- Owner Authorization
- Application fee in the amount of \$3,000
- Adjacent Property Owners (excel file)
- Final PUD Master Plan (11" x 17")
- Environmental Assessment
- Traffic Impact Analysis
- Geotechnical Report
- Parking Study
- Property Cards
- Deeds
- Location Map
- Boundary Survey
- Electronic version in PDF format of entire submittal

Should you have any questions, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MR', with a long horizontal stroke extending to the right.

Michael Rankin
Managing Member

cc: Charles Croson
David Croson
File

PROPERTY RECORD CARD

General Information

Name:	ROUTE 46 PROPERTIES LLC	Alternate Key:	1446392
Mailing Address:	1321 TAPPIE CIR LAKE MARY, FL 32746 Update Mailing Address	Parcel Number: ⓘ	27-19-27-0003-000-01000
		Millage Group and City:	00MD Mount Dora
		2023 Total Certified Millage Rate:	18.3807
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	BOBWHITE LN MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF SW 1/4 OF SW 1/4--LESS SR 46 & LESS FROM SW COR OF SE 1/4 OF SEC 28-19-27 RUN S 89-40-03 E 2639.92 FT TO SE COR OF SE 1/4 OF SEC 28, N 0-01-01 E ALONG E LINE OF NE 1/4 OF SEC 33-19-27 THAT IS 3.12 FT FROM CENTERLINE OF SR 46, N 0-24-36 W ALONG E LINE OF SE 1/4 OF SEC 28 A DIST OF 26.96 FT TO A POINT ON EXISTING R/W LINE OF SR 46 FOR POB, THENCE RUN N 0-24-36 W ALONG SAID E LINE 128.07 FT, N 87-56-31 E 112.08 FT, N 33-16-03 E 168.56 FT, N 17-38-35 E 106.59 FT, N 89-35-46 E 276.87 FT, S 06-36-12 E 195.38 FT, S 06-36-48 W 72.85 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 83.69 FT, S 0-11-52 W 10 FT TO A POINT ON A LINE 132 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 139.99 FT, N 0-11-52 E 10 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 110.01 FT, N 0-11-52 E 5 FT TO A POINT ON A LINE 147 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 87.19 FT TO A POINT LOCATED N 0-0-19 W 147 FT FROM A NON-CURVE POINT OF INTERSECTION ON SAID CENTERLINE, S 89-40-11 E 212.81 FT, N 66-36-04 E 54.60 FT, S 77-22-47 E 56.30 FT, S 59-50-50 E 59.37 FT TO A POINT ON E LINE OF SW 1/4 OF SW 1/4 OF SEC 27-19-27, S 0-36-38 E ALONG SAID E LINE 84.57 FT TO A POINT ON SAID EXISTING R/W LINE, S 89-48-32 W 255.18 FT, S 0-12-29 E 7.50 FT, S 89-47-31 W 114.93 FT, N 89-55-07 W 947.50 FT TO POB-- ORB 3775 PG 1785		
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 RESIDENTIAL (0000)	0	0		4.000	Acre		\$216,000.00	\$216,000.00
2	VACANT RESIDENTIAL (0000)	0	0		10.700	Acre		\$577,800.00	\$577,800.00
3	WETLAND (9600)	0	0		3.000	Acre		\$135.00	\$135.00

[Click here for Zoning Info](#) ⓘ
 [FEMA Flood](#)

March 19, 2024 City Council Regular Session Agenda Packet

[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
3775 / 1785	05/2009	Warranty Deed	Unqualified	Vacant	\$725,000.00
4846 / 2321	06/2008	Quit Claim Deed	Unqualified	Vacant	\$0.00
3039 / 1460	12/2005	Warranty Deed	Unqualified	Improved	\$880,000.00
1220 / 2193	03/1993	Warranty Deed	Unqualified	Improved	\$0.00
984 / 1863	10/1988	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 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$793,935	\$313,260	\$313,260	5.0364	\$1,577.70
SCHOOL BOARD STATE	\$793,935	\$793,935	\$793,935	3.2080	\$2,546.94
SCHOOL BOARD LOCAL	\$793,935	\$793,935	\$793,935	2.9980	\$2,380.22
LAKE COUNTY WATER AUTHORITY	\$793,935	\$313,260	\$313,260	0.2940	\$92.10
NORTH LAKE HOSPITAL DIST	\$793,935	\$313,260	\$313,260	0.1500	\$46.99
ST JOHNS RIVER FL WATER MGMT DIST	\$793,935	\$313,260	\$313,260	0.1793	\$56.17
CITY OF MOUNT DORA	\$793,935	\$313,260	\$313,260	5.9603	\$1,867.12
LAKE COUNTY MSTU AMBULANCE	\$793,935	\$313,260	\$313,260	0.4629	\$145.01
LAKE COUNTY VOTED DEBT SERVICE	\$793,935	\$313,260	\$313,260	0.0918	\$28.76
				Total:	Total:
				18.3807	\$8,741.01

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

ATTACHMENT #3

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](#).

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Property data updated nightly.

Site Notice

PROPERTY RECORD CARD

General Information

Name:	ROUTE 46 PROPERTIES LLC	Alternate Key:	3636163
Mailing Address:	1321 TAPPIE TOORIE CIR LAKE MARY, FL 32746 Update Mailing Address	Parcel Number: ⓘ	27-19-27-0003- 000-03700
		Millage Group and City:	00MD Mount Dora
		2023 Total Certified Millage Rate:	8.3807
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	NORTON LN MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E 1/2 OF SW 1/4 OF SW 1/4--LESS SR 46 & LESS FROM SW COR OF SE 1/4 OF SEC 28-19-27 RUN S 89-40-03 E 2639.92 FT TO SE COR OF SE 1/4 OF SEC 28, N 0-01-01 E ALONG E LINE OF NE 1/4 OF SEC 33-19-27 THAT IS 3.12 FT FROM CENTERLINE OF SR 46, N 0-24-36 W ALONG E LINE OF SE 1/4 OF SEC 28 A DIST OF 26.96 FT TO A POINT ON EXISTING R/W LINE OF SR 46 FOR POB, THENCE RUN N 0-24-36 W ALONG SAID E LINE 128.07 FT, N 87-56-31 E 112.08 FT, N 33-16-03 E 168.56 FT, N 17-38-35 E 106.59 FT, N 89-35-46 E 276.87 FT, S 06-36-12 E 195.38 FT, S 06-36-48 W 72.85 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 83.69 FT, S 0-11-52 W 10 FT TO A POINT ON A LINE 132 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 139.99 FT, N 0-11-52 E 10 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 110.01 FT, N 0-11-52 E 5 FT TO A POINT ON A LINE 147 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 87.19 FT TO A POINT LOCATED N 0-0-19 W 147 FT FROM A NON-CURVE POINT OF INTERSECTION ON SAID CENTERLINE, S 89-40-11 E 212.81 FT, N 66-36-04 E 54.60 FT, S 77-22-47 E 56.30 FT, S 59-50-50 E 59.37 FT TO A POINT ON E LINE OF SW 1/4 OF SW 1/4 OF SEC 27-19-27, S 0-36-38 E ALONG SAID E LINE 84.57 FT TO A POINT ON SAID EXISTING R/W LINE, S 89-48-32 W 255.18 FT, S 0-12-29 E 7.50 FT, S 89-47-31 W 114.93 FT, N 89-55-07 W 947.50 FT TO POB-- ORB 3775 PG 1785		
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
	VACANT RESIDENTIAL (0000)	0	0		2.000	Acre		\$108,000.00	\$108,000.00
2	VACANT RESIDENTIAL (0000)	0	0		3.550	Acre		\$731,700.00	\$731,700.00

[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
4846 / 2321	06/2016	Quit Claim Deed	Unqualified	Vacant	\$0.00
3775 / 1785	05/2009	Warranty Deed	Unqualified	Vacant	\$725,000.00
3039 / 1460	12/2005	Warranty Deed	Unqualified	Vacant	\$1.00
1428 / 2391	03/1996	Warranty Deed	Unqualified	Improved	\$0.00
1339 / 640	01/1995	Quit Claim Deed	Unqualified	Improved	\$0.00
1220 / 2194	03/1993	Warranty Deed	Unqualified	Improved	\$0.00
Click here to search for mortgages, liens, and other legal documents. 					

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$839,700	\$331,190	\$331,190	5.0364	\$1,668.01
SCHOOL BOARD STATE	\$839,700	\$839,700	\$839,700	3.2080	\$2,693.76
SCHOOL BOARD LOCAL	\$839,700	\$839,700	\$839,700	2.9980	\$2,517.42
LAKE COUNTY WATER AUTHORITY	\$839,700	\$331,190	\$331,190	0.2940	\$97.37
NORTH LAKE HOSPITAL DIST	\$839,700	\$331,190	\$331,190	0.1500	\$49.68
ST JOHNS RIVER FL WATER MGMT DIST	\$839,700	\$331,190	\$331,190	0.1793	\$59.38
CITY OF MOUNT DORA	\$839,700	\$331,190	\$331,190	5.9603	\$1,973.99
LAKE COUNTY MSTU AMBULANCE	\$839,700	\$331,190	\$331,190	0.4629	\$153.31
LAKE COUNTY VOTED DEBT SERVICE	\$839,700	\$331,190	\$331,190	0.0918	\$30.40
				Total: 18.3807	Total: \$9,243.32

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

ATTACHMENT #3

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
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Economic Development Exemption	Learn More View the Law
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Property data updated nightly.
Site Notice

04-QCD01-08/01

June 7, 2016

This instrument prepared by

ROBIN D. DERR

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

TAX EXEMPT
F.S. 337.27

Please Return To:

Fla Department of Transportation

719 S Woodland Blvd

R / W Records Mgmt, MS 551

DeLand, FL 32720-6834

Attn: S. Hutchison

PARCEL NO. 117.11

SECTION 11130

F.P. NO. 238275 2

STATE ROAD 46

COUNTY LAKE

QUITCLAIM DEED

THIS QUITCLAIM DEED, Made this 9th day of JUNE, 2016, by WANDA SHAFFER, a single woman, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH: That the said grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said grantee forever, all right, title, interest, claim and demand, which said grantor has in and to the hereinafter described parcel of land arising out of that certain Unrecorded Lease, together with all other right, title, interest, claim and demand, if any, which the said grantor has in and to said parcel situate in the County of Lake, Florida, viz:

PARCEL 117

SECTION 11130

F.P. No. 238275-2

That part of:

"The Southwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less road right-of-way of State Road No. 46, which property is also described as a portion of Section 27, Township 19 South, Range 27 East, more particularly described as follows: commence at the Southwest corner of said Section 27; thence North 00°23'59" West, a distance of 33.00 feet to the point of beginning; thence continue along the West line of the Southwest 1/4 of said Section 27, North 00°23'56" West, a distance of 1296.30 feet, to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence North 89°54'34" East, along said line a distance of 1313.48 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'53" East, along said line a distance of 1296.28 feet to a point on the North right-of-way line of State Road No. 46 as shown on the Florida Department of Transportation maintenance map recorded in Map Book 7, Page 64 of the Public Records of Lake County, Florida; thence South 89°54'27" West, along said line a distance of 1318.15 feet to the point of beginning."

(Being the lands described in Official Records Book 3775, Page 1785 of the Public Records of Lake County, Florida.)

Described as follows:

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Southwest Corner of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence South 89°40'03" East along the South line of the Southeast 1/4

PARCEL NO. 117.11
SECTION 11130
F.P. NO. 238275-2
PAGE 2

of said Section 28, a distance of 2639.92 feet to the Southeast corner of the Southeast 1/4 of said Section 28, said corner being located North 00°01'01" East along the East line of the Northeast 1/4 of Section 33, Township 19 South, Range 27 East, 3.12 feet from the Centerline of Survey of State Road 46 at Station 89+57.36 as shown on said Right of Way Map; thence North 00°24'36" West along the East line of the Southeast 1/4 of said Section 28, a distance of 26.96 feet to a point on the Existing Right of Way Line of State Road 46 as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said Existing Right of Way Line, North 00°24'36" West along said East line, 128.07 feet; thence departing said East line North 87°56'31" East, 112.08 feet; thence North 33°16'03" East 168.56 feet; thence North 17°38'35" East, 106.59 feet; thence North 89°35'46" East, 276.87 feet; thence South 06°36'12" East, 195.38 feet; thence South 06°36'48" West, 72.85 feet to a point on a line 142.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 83.69 feet; thence departing said parallel line South 00°11'52" West, 10.00 feet to a point on a line 132.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 139.99 feet; thence departing said parallel line North 00°11'52" East, 10.00 feet to a point on a line 142.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 110.01 feet; thence departing said parallel line North 00°11'52" East, 5.00 feet to a point on a line 147.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 87.19 feet to a point located North 00°00'19" West, 147.00 feet from a non-curve point of intersection on said Centerline at Station 99+04.88; thence departing said parallel line, South 89°40'11" East, 212.81 feet; thence departing said parallel line North 66°36'04" East, 54.60 feet; thence South 77°22'47" East, 56.30 feet; thence South 59°50'50" East, 59.37 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'38" East along said East line, 84.57 feet to a point on said Existing Right of Way Line; thence departing said East line and along said Existing Right of Way line the following four (4) courses, South 89°48'32" West, 255.18 feet; thence South 00°12'29" East, 7.50 feet; thence South 89°47'31" West, 114.93 feet; thence North 89°55'07" West, 947.70 feet to the POINT OF BEGINNING.

CONTAINING 5.500 acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law,


SIGNATURE LINE
PRINT/TYPE NAME: JUDEE BOUARD


SIGNATURE LINE
PRINT/TYPE NAME: Leslie M. Premo

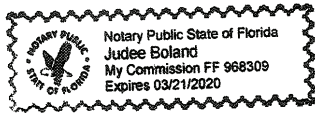

WANDA SHAFFER
aka Wanda Lawson Shaffer
ADDRESS OF GRANTOR:

32913 CR 437
Sorrento, FL 32766

PARCEL NO. 117.11
SECTION 11130
F.P. NO. 238275-2
PAGE 3

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 9th day of JUNE, 2016, by Wanda Shaffer, who is personally known to me or who has produced _____ as identification.



Judee Boland
PRINT/TYPE NAME: JUDEE BOLAND
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

ACQUISITION OF THIS LAND IS
NECESSARY FOR R/W PURPOSES
UNDER THREAT OF CONDEMNATION
PURSUANT TO SEC. 337. 27 F.S.
CF
FL D.O.T.

CFN 2009057503
 Bk 03775 Pgs 1785 - 1786; (2pgs)
 DATE: 05/29/2009 09:31:17 AM
 NEIL KELLY, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEES 18.50
 DEED DOC 5,075.00

Prepared by/Return to:
Campione & Hackney, P.A.
 David M. Campione, Esquire
 2750 Dora Avenue
 Tavares, FL 32778
 File No.: 09-00006 LH

Parcel ID #: AK#1446392 & AK#3636163

Warranty Deed

This Warranty Deed made this 19th day of May, 2009, between **ASC Properties, Inc.**, a Florida corporation ("Grantor"), whose address is 1331 Heim Road, Mount Dora, FL 32757, and **Route 46 Properties LLC**, a Florida limited liability company ("Grantee"), whose address is 26014 Estates Ridge Drive, Sorrento, Florida 32776.

For and in consideration of the sum of Ten & 00/100's Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, Grantor has granted, bargained and sold to Grantee and Grantee's heirs forever that certain land located in Lake County, Florida, further described in **Exhibit "A"** hereto, incorporated by reference and made a part hereof.

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto appertaining.

Grantor hereby covenants with said grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.
 *Singular and plural are interchangeable as context requires.

Subject to taxes for the year 2009 and subsequent years and easements and restrictions of record, if any; however, this reference shall not serve to reimpose same.

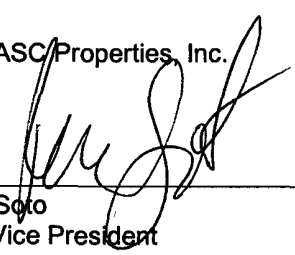
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
 in the presence of:


 1st Witness Name: Kim LeRoux

 2nd Witness Name: Carmen Lee

Grantor: ASC Properties, Inc.

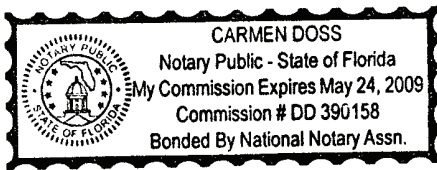
By: 

Rene Soto
 As Its Vice President

Warranty Deed
Page Two

State of Florida
 County of Lake

The foregoing instrument was acknowledged before me this 19th day of May, 2009, by Rene Soto, as Vice President of ASC Properties, Inc., on behalf of the corporation, ___ who is personally known to me or X who has produced Florida Drivers License as identification and who ___ did X did not take an oath.



Carmen Doss
 Notary Public
 My Commission Expires:

Exhibit "A"
Property Description

The Southwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less road right-of-way of State Road No. 46, which property is also described as a portion of Section 27, Township 19 South, Range 27 East, more particularly described as follows: commence at the Southwest corner of said Section 27; thence North 00°23'59" West, a distance of 33.00 feet to the point of beginning; thence continue along the West line of the Southwest 1/4 of said Section 27, North 00°23'59" West, a distance of 1296.30 feet, to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence North 89°54'34" East, along said line a distance of 1313.48 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'53" East, along said line a distance of 1296.28 feet to a point on the North right-of-way line of State Road No. 46 as shown on the Florida Department of Transportation maintenance map recorded in Map Book 7, Page 64 of the Public Records of Lake County, Florida; thence South 89°54'27" West, along said line a distance of 1318.15 feet to the point of beginning.

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000018852

Entity Name: ROUTE 46 PROPERTIES LLC**Current Principal Place of Business:**1321 TAPPIE TOORIE CIRCLE
LAKE MARY, FL 32746**Current Mailing Address:**1321 TAPPIE TOORIE CIRCLE
LAKE MARY, FL 32746 US**FEI Number:** 26-4345881**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**CROSON, DAVID A
1321 TAPPIE TOORIE CIRCLE
LAKE MARY, FL 32746 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name CROSON, DAVID A
Address 1321 TAPPIE TOORIE CIRCLE
City-State-Zip: LAKE MARY FL 32746

Title MGR
Name CROSON, KATHERINE R
Address 1321 TAPPIE TOORIE CIRCLE
City-State-Zip: LAKE MARY FL 32746

Title MGR
Name CROSON, CHARLES
Address 1321 TAPPIE TOORIE CIRCLE
City-State-Zip: LAKE MARY FL 32746

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID A CROSON

MGR

01/28/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
ROUTE 46 PROPERTIES LLC

Filing Information

Document Number L09000018852
FEI/EIN Number 26-4345881
Date Filed 02/25/2009
State FL
Status ACTIVE

Principal Address

1321 Tappie Toorie Circle
Lake Mary, FL 32746

Changed: 01/08/2017

Mailing Address

1321 Tappie Toorie Circle
Lake Mary, FL 32746

Changed: 01/08/2017

Registered Agent Name & Address

CROSON, DAVID A
1321 Tappie Toorie Circle
Lake Mary, FL 32746

Name Changed: 04/06/2011

Address Changed: 01/08/2017

Authorized Person(s) Detail

Name & Address

Title MGR

CROSON, DAVID A
1321 Tappie Toorie Circle
Lake Mary, FL 32746

Title MGR

CROSON, KATHERINE R
1321 Tappie Toorie Circle
Lake Mary, FL 32746

Title MGR

CROSON, CHARLES
1321 Tappie Toorie Circle
Lake Mary, FL 32746

Annual Reports

Report Year	Filed Date
2021	01/10/2021
2022	01/23/2022
2023	01/28/2023

Document Images

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01/05/2012 -- ANNUAL REPORT	View image in PDF format
04/06/2011 -- ANNUAL REPORT	View image in PDF format
03/02/2010 -- ANNUAL REPORT	View image in PDF format
02/25/2009 -- Florida Limited Liability	View image in PDF format

ORDINANCE NO: 2024-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE MASTER PLAN FOR THE VISTA HILLS PLANNED UNIT DEVELOPMENT AS SET FORTH HEREIN; AMENDING ORDINANCE NO. 2022-20 BY ADOPTING UPDATED VISTA HILLS PLANNED UNIT DEVELOPMENT MASTER PLAN TERMS AND CONDITIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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, Route 46 Properties, LLC (Property Owner) is the fee simple owner of that property generally located on the North side of SR 46 and the West side of Norton Lane as more particularly described in **Exhibit "A"** attached hereto (Property) and LPG Urban and Regional Planners, Inc., is the applicant representative (Applicant) acting on behalf of the Property Owner; and

WHEREAS, a preliminary master plan for the rezoning of the Property to Planned Unit Development (PUD) was approved by the City of Mount Dora on November 16, 2021, by way of Resolution 2021-44, for the project entitled "Route 46 Properties, LLC"; and

WHEREAS, on December 20, 2022, the City adopted Ordinance 2022-20, authorizing the rezoning of the Property to PUD and setting forth the development conditions for the Vista Hills PUD Master Plan; and

WHEREAS, Property Owner has requested revisions to the development conditions for the Vista Hills PUD; and

WHEREAS, Property Owner has requested amendment to the development conditions for the Vista Hills PUD for adjustment to the minimum off-street parking residential multiple-family (includes visitor parking) requirements and revise the PUD expiration time-frame for a maximum of four (4) years from the date of this ordinance adoption; and

WHEREAS, the revisions to the terms and conditions to the Vista Hills PUD are consistent with the City's Comprehensive Plan and the underlying Residential High Density

(18.0 dwelling units per acre or less) and Commercial Future Land Use designations for the Property; and

WHEREAS, the City of Mount Dora has received public input related to the requested revisions to the Vista Hills PUD; and

WHEREAS, the City of Mount Dora has received a recommendation of approval from City staff and the City's Planning and Zoning Commission related to the revisions to the Vista Hills PUD; and

WHEREAS, the City of Mount Dora hereby finds that the amendment set forth herein 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.

SECTION 2. Amending and Replacing Ordinance No.: 2022-20 – Vista Hills Planned Unit Development Terms and Conditions.

- (a) The Vista Hills PUD Master Plan adopted via Ordinance No. 2022-20 is hereby vacated and deleted in its entirety.
- (b) The Vista Hills Final Master Plan attached hereto as Exhibit "B" is hereby adopted. The Property shall be subject to all conditions set forth in the City's Land Development Code, except for the conditions, zoning performance standards, site designs standards, permitted uses and other components described or graphically depicted on the Vista Hills Master Plan attached hereto which shall be the controlling master plan for the Property.

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 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 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the revisions to the Vista Hills PUD, 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 become effective immediately upon its passage and adoption.

FIRST READING: March 5, 2024

SECOND READING: March 19, 2024

PASSED AND ADOPTED this 19th day of March 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 Legal Description

Exhibit "A"

Parcel Numbers: 27-19-27-0003-000-03700 and 27-19-27-0003-000-01000

THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, FP 238275-2, FOR STATE ROAD NO. 46. THAT PART OF: THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF STATE ROAD 46, WHICH PROPERTY IS ALSO DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27; THENCE N00°23'59"W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, N00°23'56"W A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE N89°54'34"E ALONG SAID LINE A DISTANCE OF 1313.48 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'53"E ALONG SAID LINE A DISTANCE OF 1296.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP RECORDED IN MAP BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°54'27"W ALONG SAID LINE A DISTANCE OF 1318.15 FEET TO THE POINT OF BEGINNING. (BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3775, PAGE 1785 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA)

LESS RIGHT OF WAY FOR STATE ROAD 46 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11130-FP 238275;

DESCRIBED AS FOLLOWS:

COMMENCE AT A 3-1/2"X3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40'03"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED N00°01'01"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF

SAID SECTION 28 A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE N00°24'36"W ALONG SAID EAST LINE 128.07 FEET; THENCE DEPARTING SAID EAST LINE N87°56'31"E 112.08 FEET; THENCE N33°16'03"E 168.56 FEET; THENCE N17°38'35"E 106.59 FEET; THENCE N89°35'46"E 276.87 FEET; THENCE S06°36'12"E 195.38 FEET; THENCE S06°36'48"W 72.85 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 83.69 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°11'52"W 10.00 FEET TO A POINT ON A LINE 132.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 139.99 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 10.00 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 110.01 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 5.00 FEET TO A POINT ON A LINE 147.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 87.19 FEET TO A POINT ON A LINE LOCATED N00°00'19"W 147.00 FEET FROM A NON CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 99+04.88; THENCE DEPARTING SAID PARALLEL LINE S89°40'11"E 212.81 FEET; THENCE DEPARTING SAID PARALLEL LINE N66°36'04"E 54.60 FEET; THENCE S77°22'47"E 56.30 FEET; THENCE S59°50'50"E 59.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'38"E ALONG SAID EAST LINE 84.57 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, S89°48'32"W 255.18 FEET; THENCE S00°12'29"E 7.50 FEET; THENCE S89°47'31"W 114.93 FEET; THENCE N89°55'07"W 947.70 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 33.83 ACRES, MORE OR LESS.

EXHIBIT “B”
Final Planned Unit Development for Vista Hills

Vista Hills

Final PUD Master Plan

1 of 23



Legal Description:

THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, PP 238275-2, FOR STATE ROAD NO. 46.

THAT PART OF:

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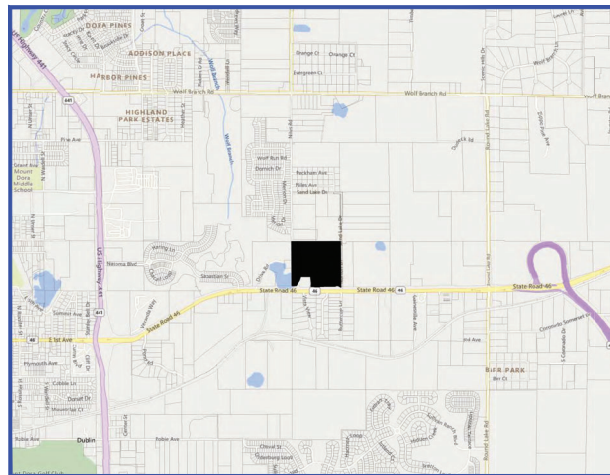
(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3775, PAGE 1785 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA)

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AltKeys: 1446392, 3636163



Location Map

Project Overview:

Total Acres:	33.98 Acres+
Wetlands:	.8 Acres+
Usable Acres:	33.9 Acres+
Open Space:	8.55 Acres+

Proposed Use: Multi-Family With Apartments/Commercial

Sheet 1	Title
Sheet 2	Location Map
Sheet 3	Master Plan
Sheet 4	Survey
Sheet 5	Niles Rd
Sheet 6	Dual Blvd.
Sheet 7	Utility Plan
Sheet 8	Residential Amenities
Sheet 9	Residential Elevations
Sheet 10	Commercial Elevations
Sheet 11	Proposed Signage
Sheet 12	Tree Removal: Entire Site
Sheet 13	Tree Removal: Northwest Multifamily
Sheet 14	Tree Removal: Northeast Multifamily
Sheet 15	Tree Removal: Niles Road
Sheet 16	Tree Removal: Commercial Parcel
Sheet 17	Tree Removal: Excel Chart
Sheet 18	Landscape Plan: Entire Site
Sheet 19	Landscape Plan: Buffers
Sheet 20	Landscape Plan: Northwest Multifamily
Sheet 21	Landscape Plan: Northeast Multifamily
Sheet 22	Landscape Plan: Niles Road
Sheet 23	Landscape Plan: Commercial Parcel

Vista Hills
Final PUD Master Plan
Mt. Dora, FL



Vista Hills

Final PUD Master Plan
Location & Adjacent Road Network

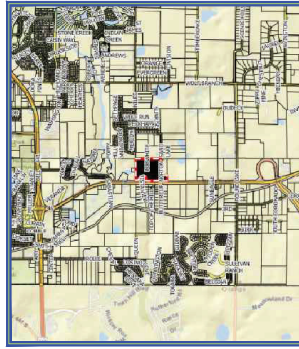
URPG
Urban & Regional Planners, Inc.
1162 CAMP AVENUE - MT. DORA, FL 32757
(352) 385-1940 / FAX (352) 383-4624
1875-1
October 31st, 2022

2 of 23

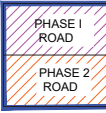
Owner:
Route 46 Properties LLC
Charles Croson
1321 Tappie Circle
Lake Mary, FL 34723

Applicant:
LPG Urban and Regional
Planners, LLC
c/o Greg Beliveau
Mike Rankin
1162 Camp Avenue
Mount Dora, Florida 32757
(352)-385-1940

- Amenities:**
- Club House With:
 - Fitness Center
 - Pool
 - Grills
 - Active Community Trials
 - Playground
 - Pickleball
- Commercial (C-1) Uses:**
- Retail Sales
 - Personal Services
 - Convenience Store
 - Restaurants
 - Offices
 - Day Care Center
 - Bank



Location



Notes:

Total acreage: 33.38 Acres± (1,454,033 sf)
Total developable acreage: 32.58 Acres± (1,419,185 sf)

Residential:
Commercial 8.07 Acres
Existing zoning of parcel: PUD
Proposed use: Multi-Family With Proposed Apartments/Commercial
Up to 18 Units/Acre
442
Multi-Family - 760 sf

Density:
Max Units:
Minimum Living Area:

Adjacent Zoning:
North - A, R-1
South - LM, R-2 Estate, R-1 Rural Residential
East - R-1 SF, OP
West - A
Urban Low Density
Zone AE E1 B1.9 (1.84 Acres/80201sf)
.8 acres (34,848 sf)

Existing Land Use:
100 year flood elevation:
Wetland/open water
Maximum Commercial Buildings: 55,000 sf
Maximum Commercial Building Height: 35'
Maximum Residential Building Height: 45' as measured from finished grade to mean roof height
Maximum Commercial ISR - .80
Proposed Commercial ISR - .52
(2.966 acres pavement commercial + 1.26 acres commercial buildings) / 8.07 acres commercial area of site
4.23 acres impervious commercial / 8.07 acres commercial area of site = .52
Maximum Residential ISR - .65
Proposed Residential ISR - .48
(7.45 acres pavement residential + 4.6 acres residential buildings) / 24.96 acres residential area of site
12.05 acres impervious residential / 24.96 acres residential area of site = .48 ISR
Maximum Commercial FAR .25
open space required - 25% per PUD
Open space provided: 25%
Maximum Gross density:
33.83 acres (Total site) - .8 acres (Wetlands) = 33.03 acres (Gross)
442 Units / 33.03 acres (Gross) = 13.38 units per acre
Maximum Net density:
33.83 acres (Total site) - .8 acres (Wetlands) - 8.07 acres (Commercial) = 24.96
442 Units / 24.96 acres (Total Site) = 17.71 units per acre
Proposed Site ISR (Excluding Niles):
(12.05 acres impervious residential + 4.23 acres impervious commercial) / (33.83 acreage total)
(16.28 acres impervious entire site) / (33.83 acreage without Niles Road) = .48 ISR

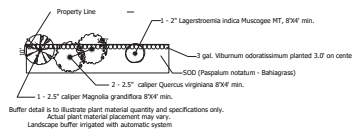
Perimeter Building setbacks:
Rear setback - 35' from property line
Front setback - 25' from property line
Side setback - 25' from property line
Setback between structures - 15'

Residential Buffers:
North - 30' Enhanced Landscape Buffer
South - 10' Landscape Buffer "a"
West - 20' Landscape Buffer "a"
East - 20' Landscape Buffer "a"

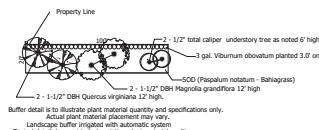
Commercial Buffers:
North - 10' Landscape Buffer "a"
South - 10' Landscape Buffer "a"
East - 25' Landscape Buffer "a"

Proposed 70' ROW Total Acreage 3.63 Acres
All features shown are subject to engineering.
Fire truck and turn around to be addressed at site plan submittal.
Police and fire protection will be provided by City of Mount Dora
Potable and reclaimed water provided by City of Mount Dora
Sewer service from the City of Mount Dora
The site will meet all applicable stormwater rules and regulations.
Existing vegetation to be utilized in landscape buffers wherever possible.
Any fencing must be decorative type.
Street lighting poles and fixtures shall be decorative type. All parking and street lighting shall be consistent with dark sky standards.
PUD shall follow time frame expiration of 48 months in accordance with the preliminary plat/construction plan submittal
PUD shall follow R-3 zoning unless otherwise dictated on master plan
Common area landscaping will be under single entity maintenance, not cared for by homeowners.
All roads, retention areas, parking areas are private and under single ownership and control.
Project will be constructed in multiple phases.
Walking trail to be hard surfaced (see detail)
No impacts to wetlands proposed.
All signage to meet R-3 and C-2 requirements.
Property owners association will own and maintain all roads internally, stormwater pipes and stormwater system.
Electric provided by Duke, Natural gas provided by TECO
*Plans are conceptual in nature and are subject to engineering and other outside influences.
*Applicant will not need to mitigate trees within Niles Road as road is being constructed and dedicated for the City of Mount Dora.
*Applicant will utilize City owned parcel granted from FDOT for water retention storage

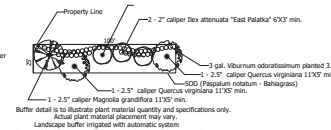
Parking	
Required Residential Parking (1.52/unit) based on parking study	672 spaces
Provided Residential Parking	694 spaces
Overflow Parking	22 spaces
Provided Commercial Parking (1 / 140 sf)	391 spaces



100 Feet of
Typical 10' Landscape Buffer "a"
not to scale

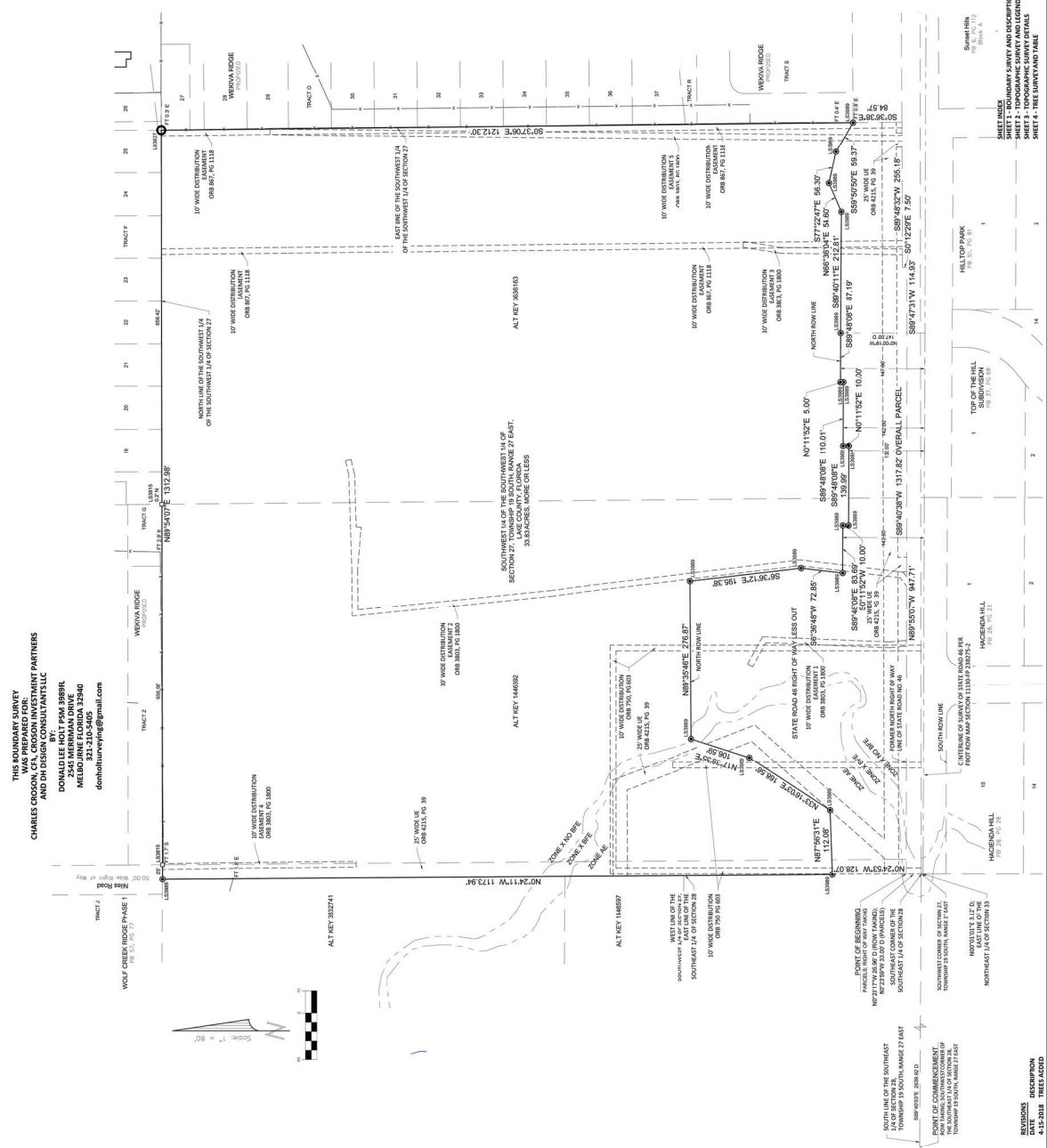


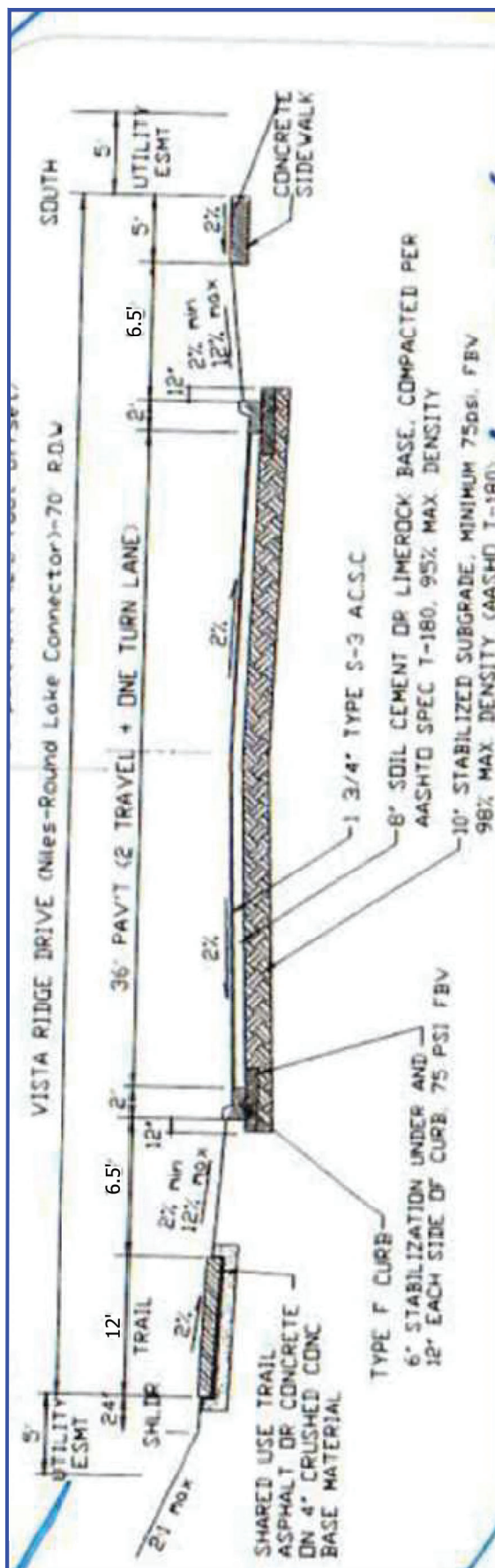
100 Feet of
Typical 20' Landscape Buffer "a"
not to scale

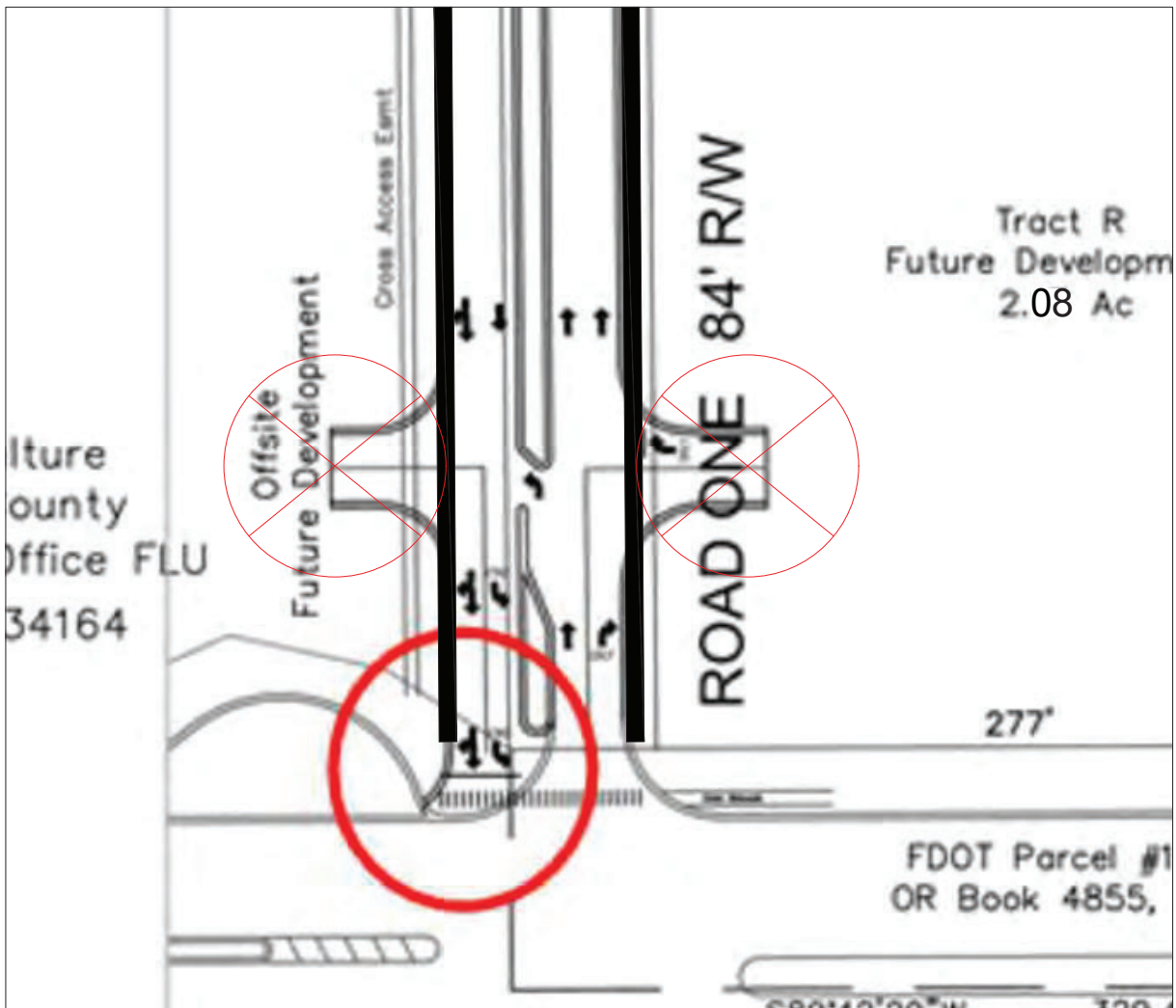


100 Feet of
Typical 25' Landscape Buffer "a"
not to scale

BOUNDARY SURVEY
ALT KEY 1446392 AND ALT KEY 3636163

[illegible]





Monticello Street Lights



25' Poles

100' on Center or Required Illumination

Vista Hills

Final PUD Master Plan
Dual Boulevard Entrance

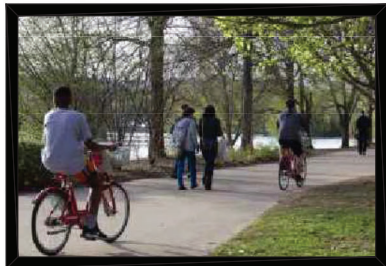


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(352) 385-1940 / FAX (352) 385-4024
1875-1





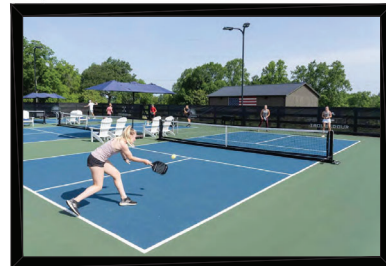
7 of 23



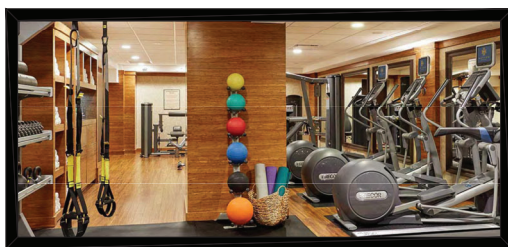
Community Trails



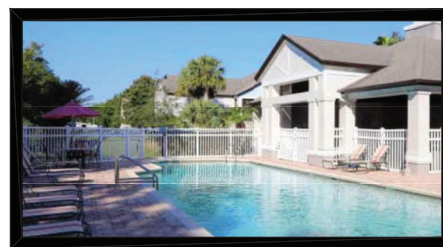
Grill



Pickleball



Fitness Center



Fitness Center



Tennis



Playground



Dog Park

Vista Hills

Final PUD Master Plan
Residential Amenities

March 19, 2024 City Council Regular Session Agenda Packet, Mt. Dora, FL



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(352)385-1940 / FAX (352)383-4824
1875-1
October 31st, 2022





EXTERIOR ELEVATION



CONCEPTUAL ELEVATION
WEKIVA HILLS APARTMENTS
22-028

8.24.22



Vista Hills
Final PUD Master Plan
Residential Elevations
Mt. Dora, FL



COMMERCIAL ELEVATION

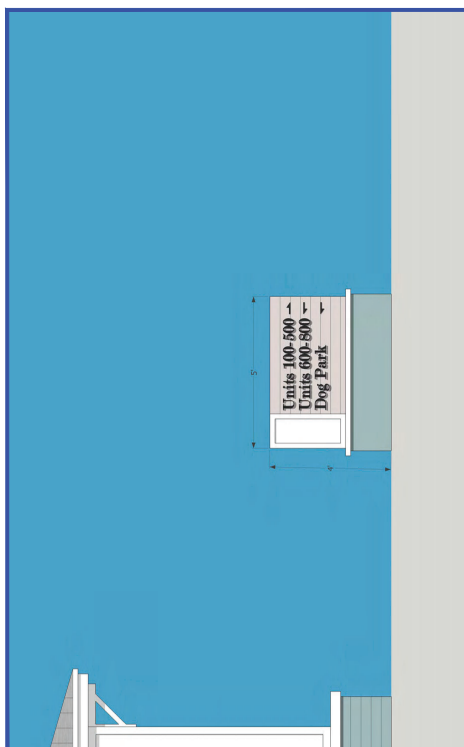
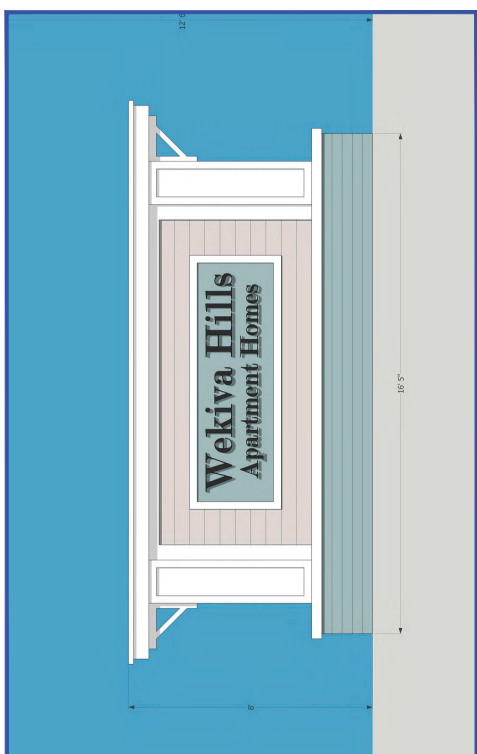
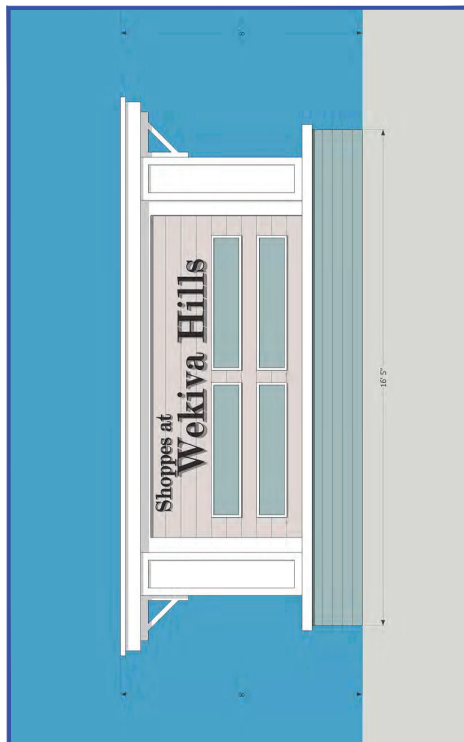
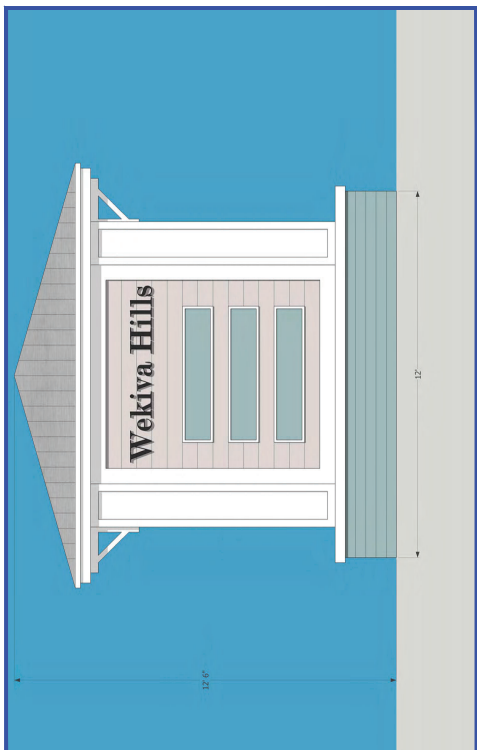


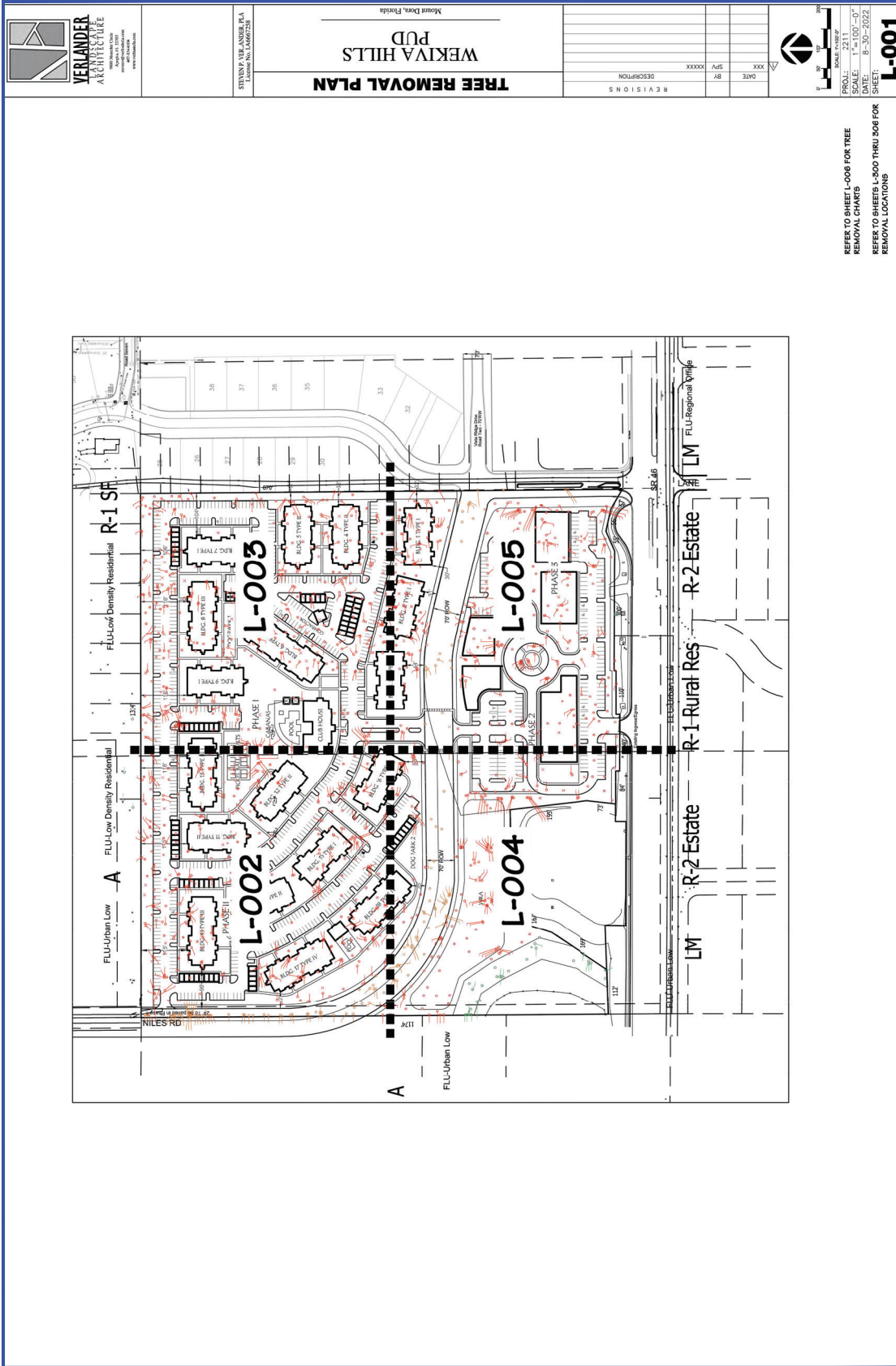
CONCEPTUAL ELEVATION
WEKIVA HILLS APARTMENTS
22-028

8.24.22



Vista Hills
Final PUD Master Plan
Commercial Elevations
Mt. Dora, FL





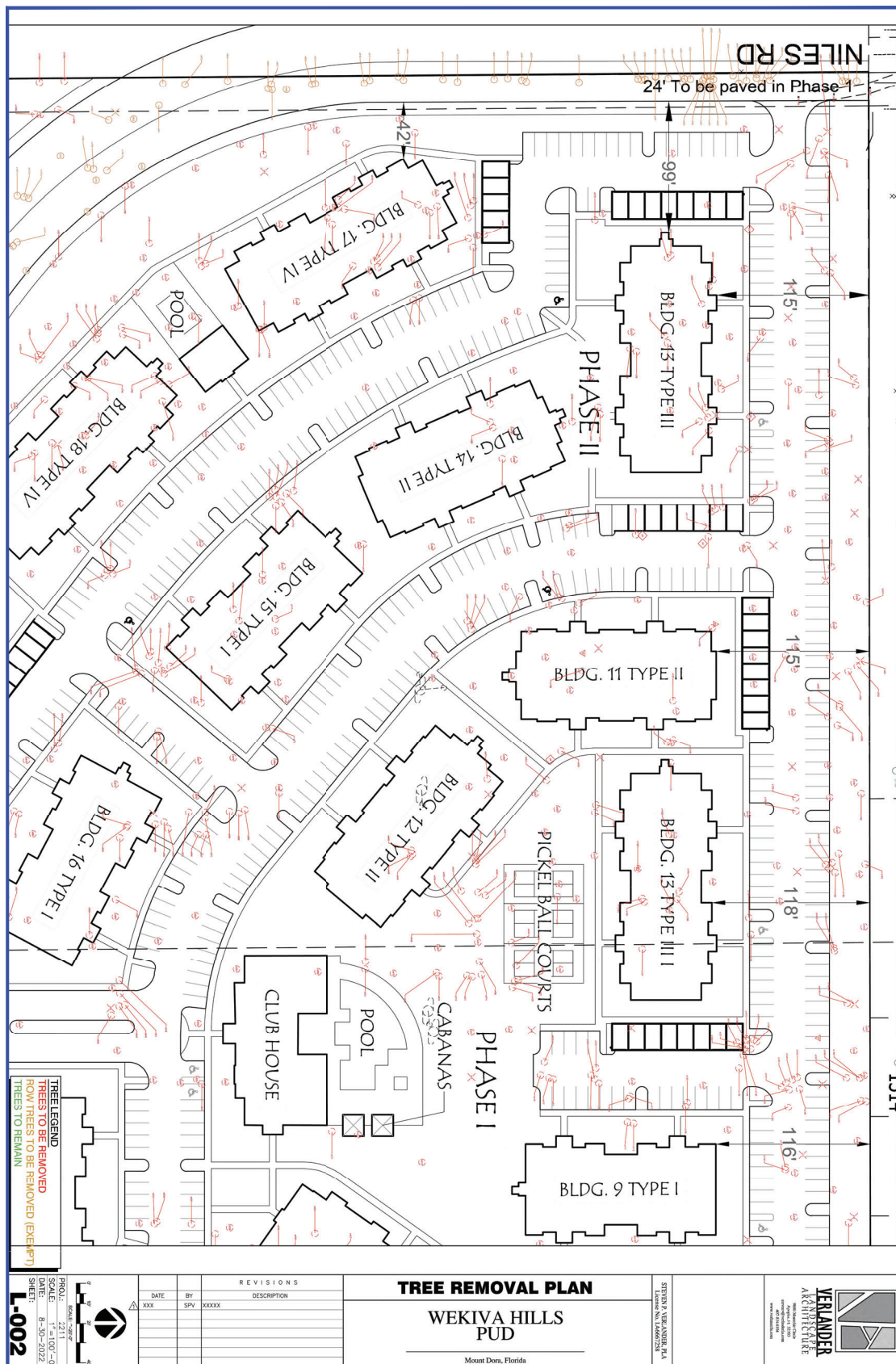


Exhibit 19

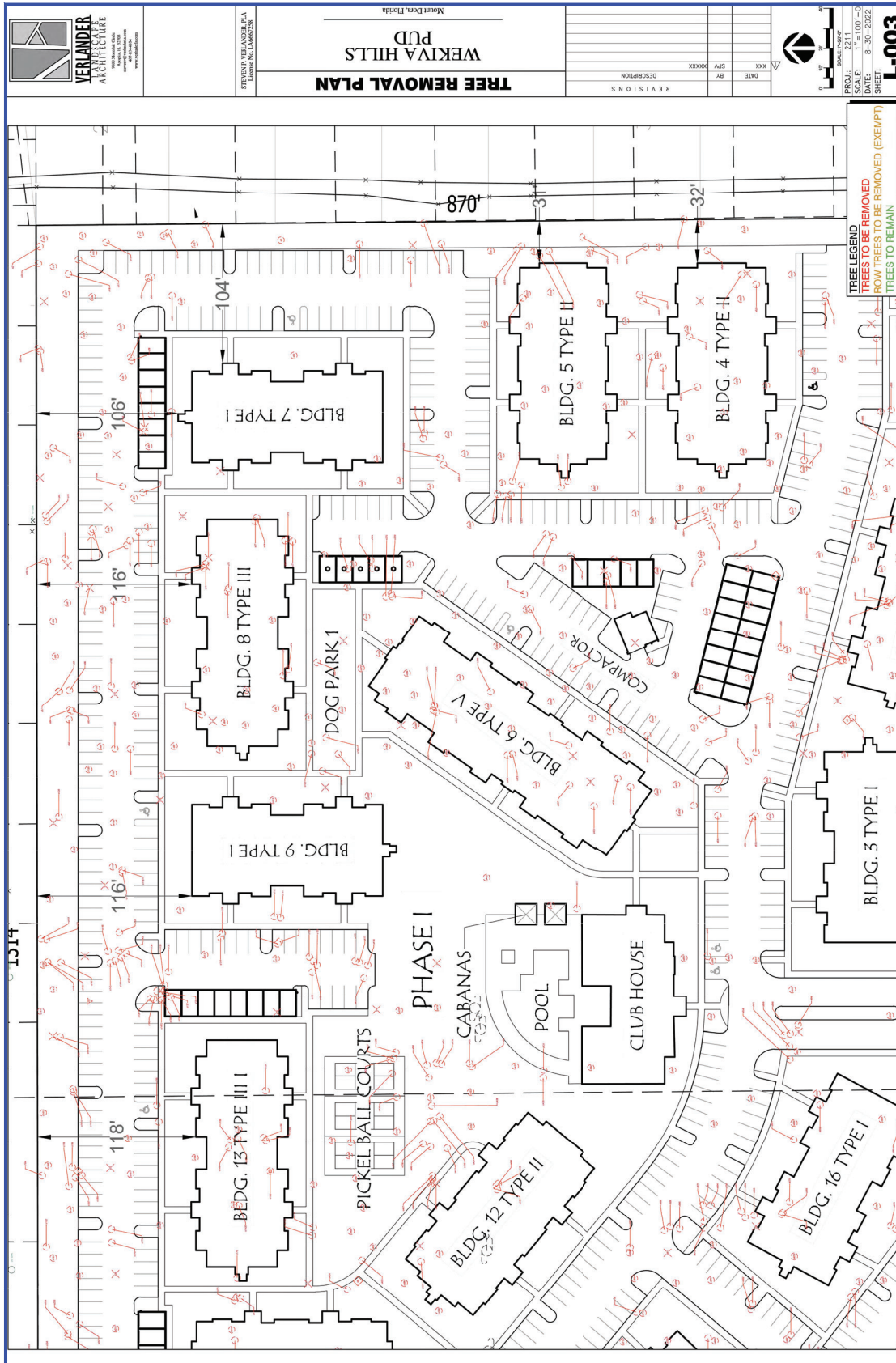
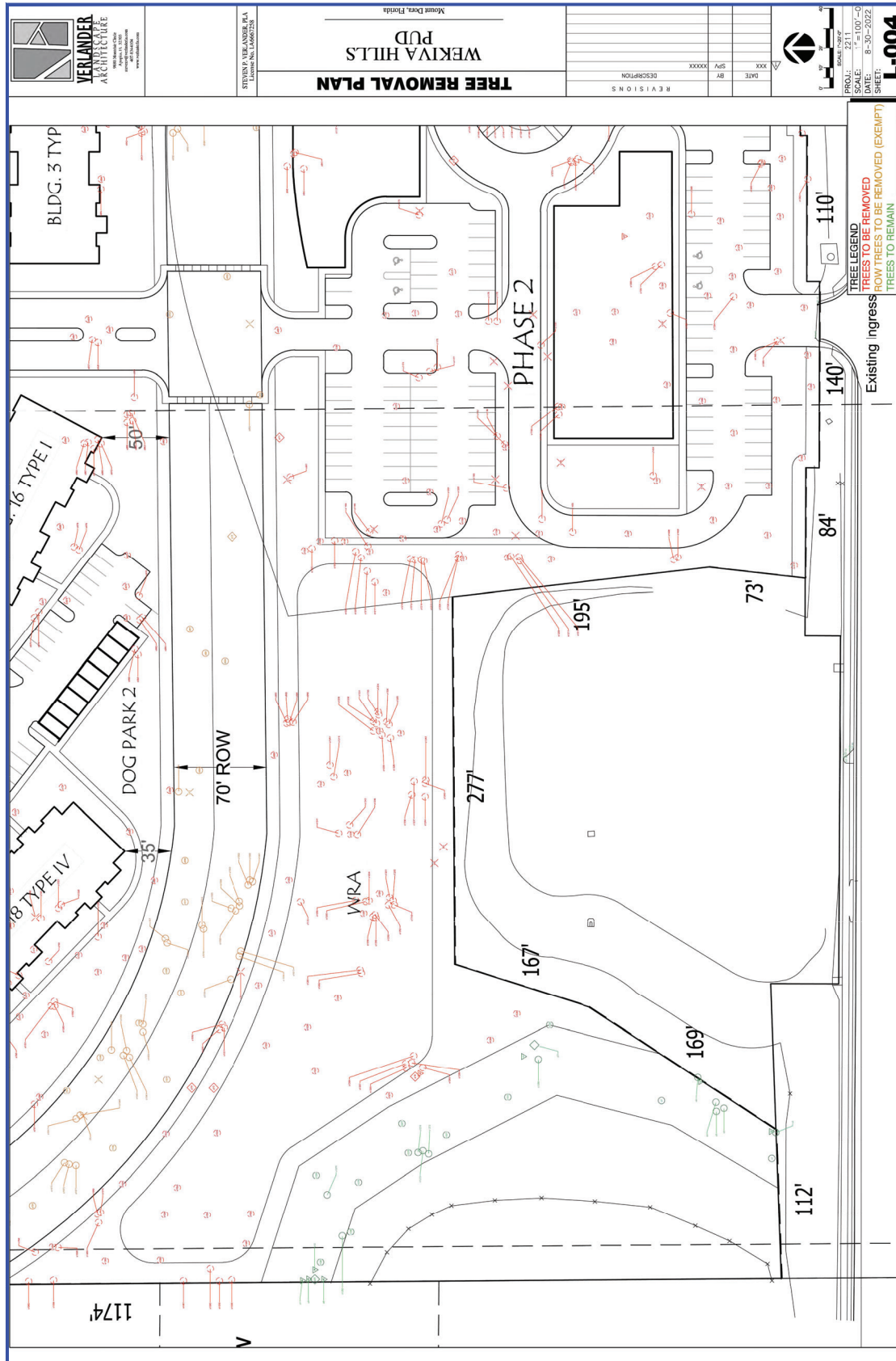


Exhibit "B"



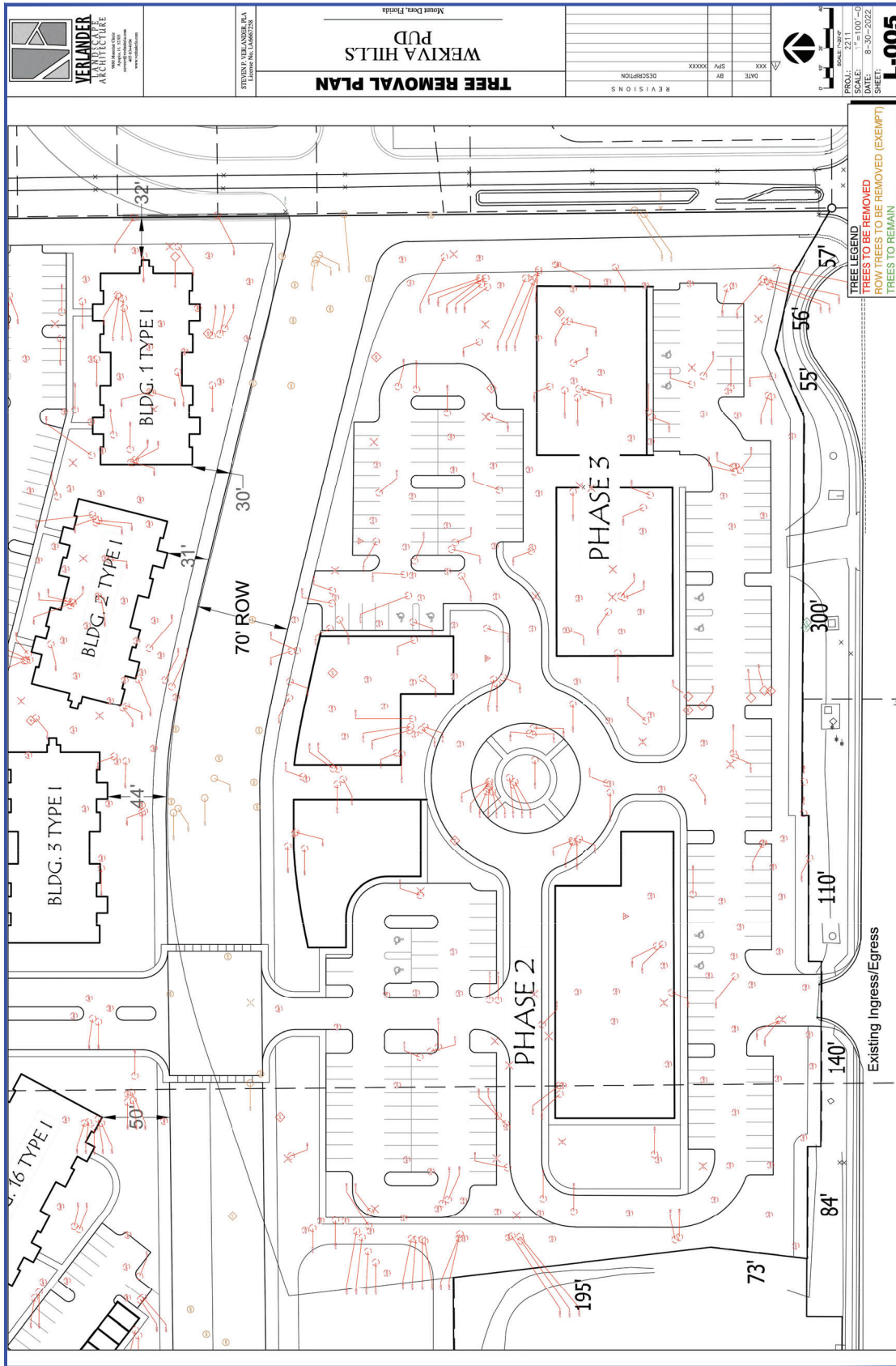
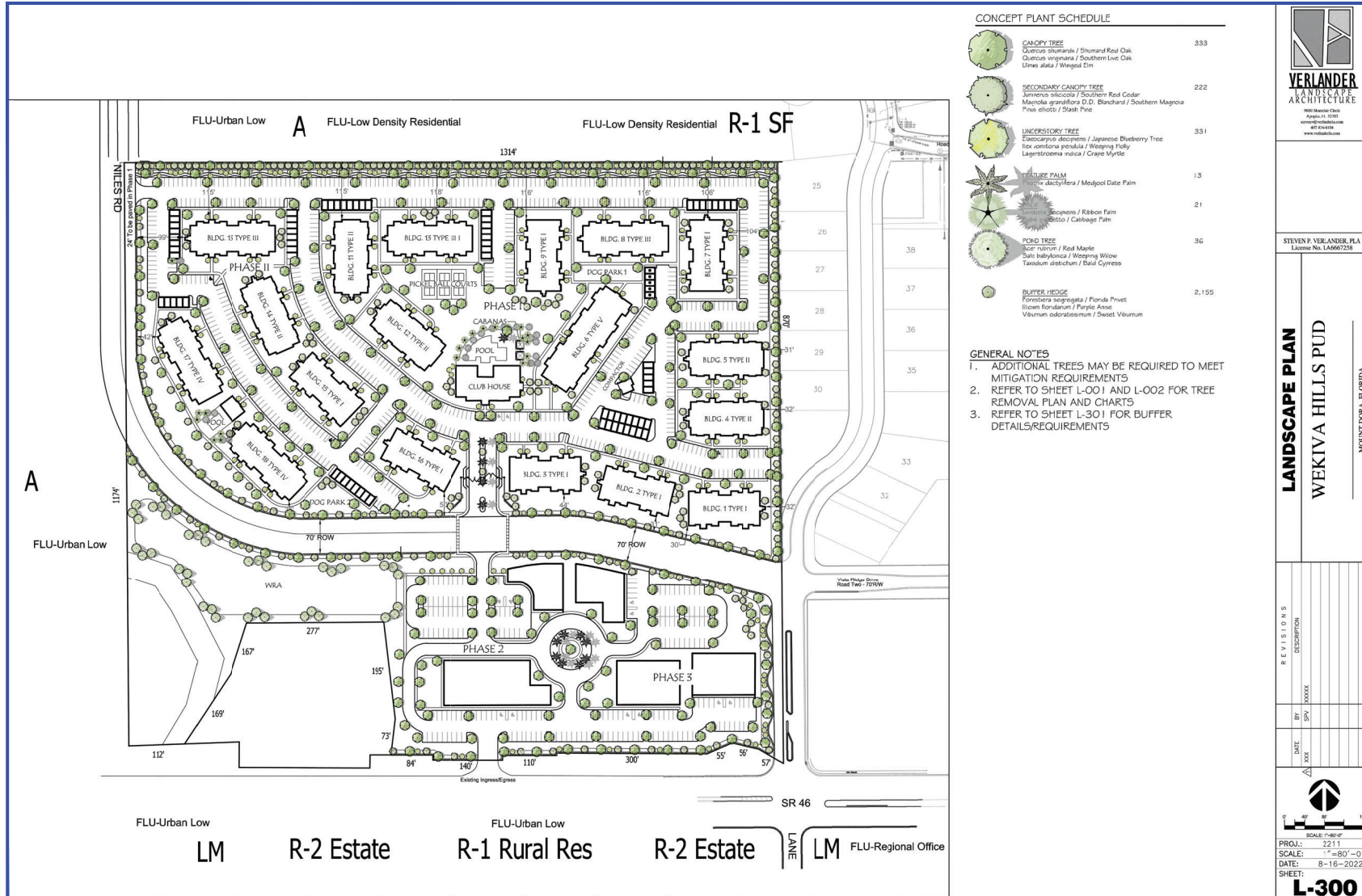


Exhibit "T"

VERLANDER ARCHITECTURE www.verlanderarch.com 407-244-0000 407-244-0001										STEVAN P. VERLANDER, P.A. 1166 CAMP MEYER, MT. DORA, FL 32757 (352) 385-1900 / FAX (352) 385-4624										WEKIVA HILLS PUD Mount Dora, Florida										TREE REMOVAL CHART										REVISIONS DATE BY SPV DESCRIPTION										PROJ. NO. 17-00000 SCALE: 1"=100'-0" DATE: 8-30-2022 SHEET: L-006																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
Tree Removal Chart										Trees to be removed as follows:										Trees located in proposed 8.2V area to be removed										From migration requirements										Trees Requiring Relocation										4622 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be Relocated										1200 Road Tree to be 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Vista Hills
Final PUD Master Plan
Landscape Plan: Entire Site
Mt. Dora, FL



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(352) 385-1960 / FAX (352) 385-4624
P&ID: 1875-1
October 31st, 2022

Vista Hills

Final PUD Master Plan

Landscape Plan: Buffers

Mt. Dora, FL

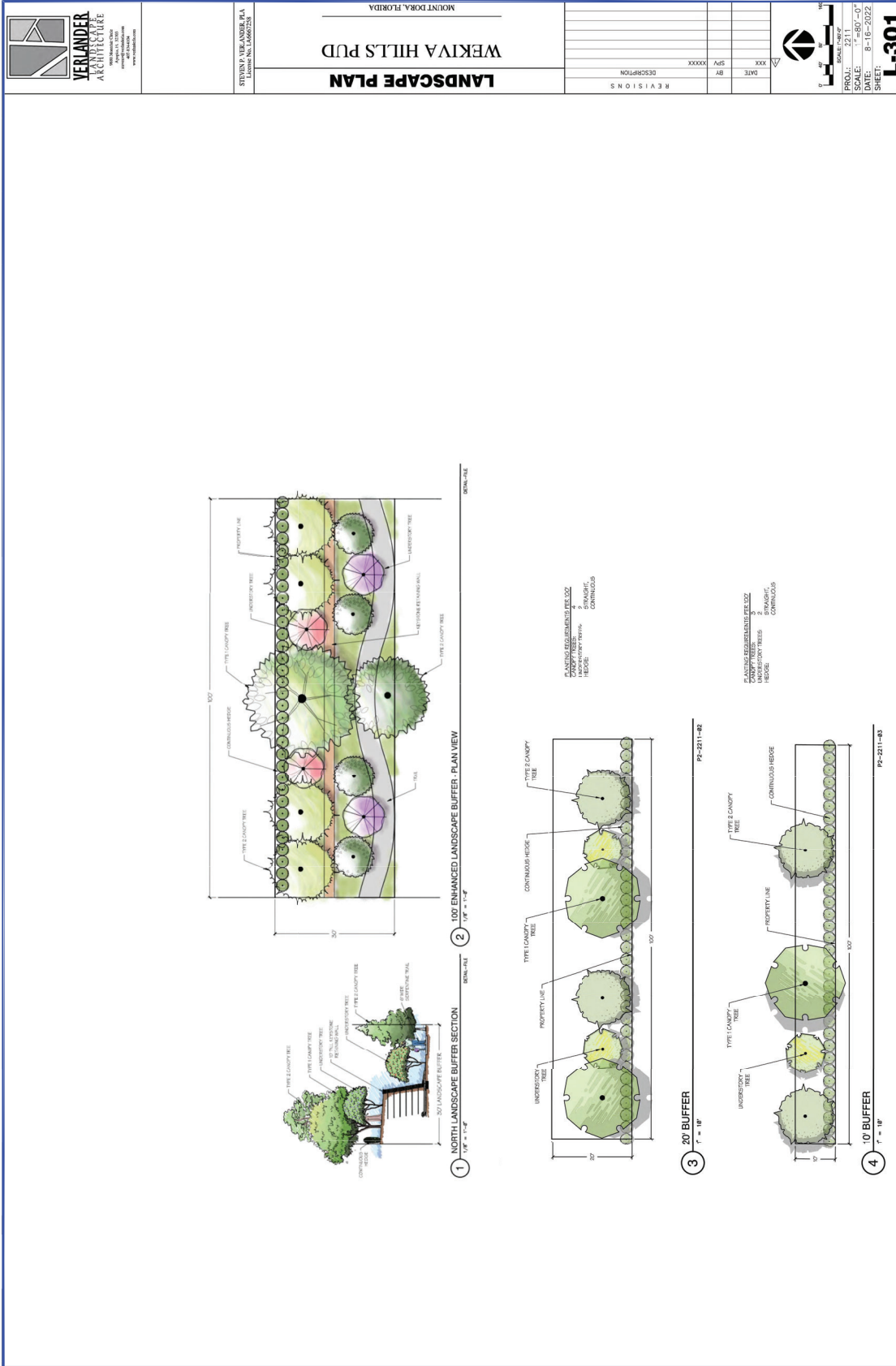
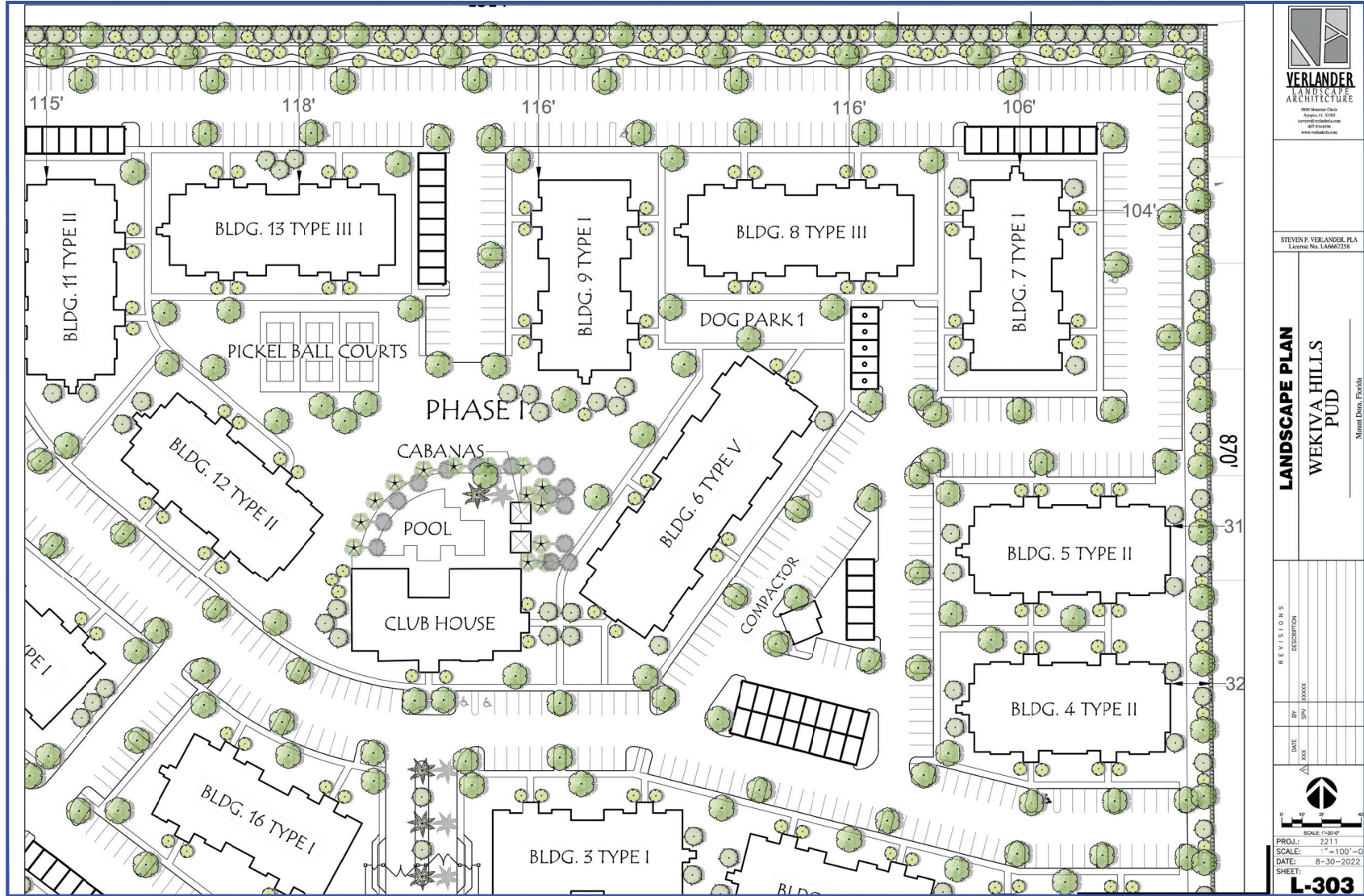




Exhibit "B"



VERLANDER
LANDSCAPE
ARCHITECTURE

9800 MacArthur Blvd
Apt 100-100
Tampa, FL 33634
www.verlander.com

STEVEN P. VERLANDER, P.L.A.
License No. LA6607238

LANDSCAPE PLAN

WEKIVA HILLS

PUD

Mount Dora, Florida

NO.	DATE	BY	DESCRIPTION
1	8-30-2022	SPV	ISSUED FOR PERMIT

PROJ: 2211

SCALE: 1"=100'-0"

DATE: 8-30-2022

SHEET: **L-303**

SCALE: 1"=20'-0"

PROJ: 2211

SCALE: 1"=100'-0"

DATE: 8-30-2022

SHEET: **L-303**

Urban & Regional Planners, Inc.

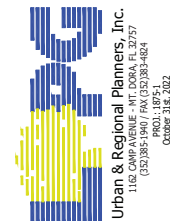
1180 CAMP AVENUE - MT. DORA, FL 32757
(352) 587-5800 FAX (352) 587-5801
PROJ. 11974-1
October 31st, 2022

Vista Hills

Final PUD Master Plan

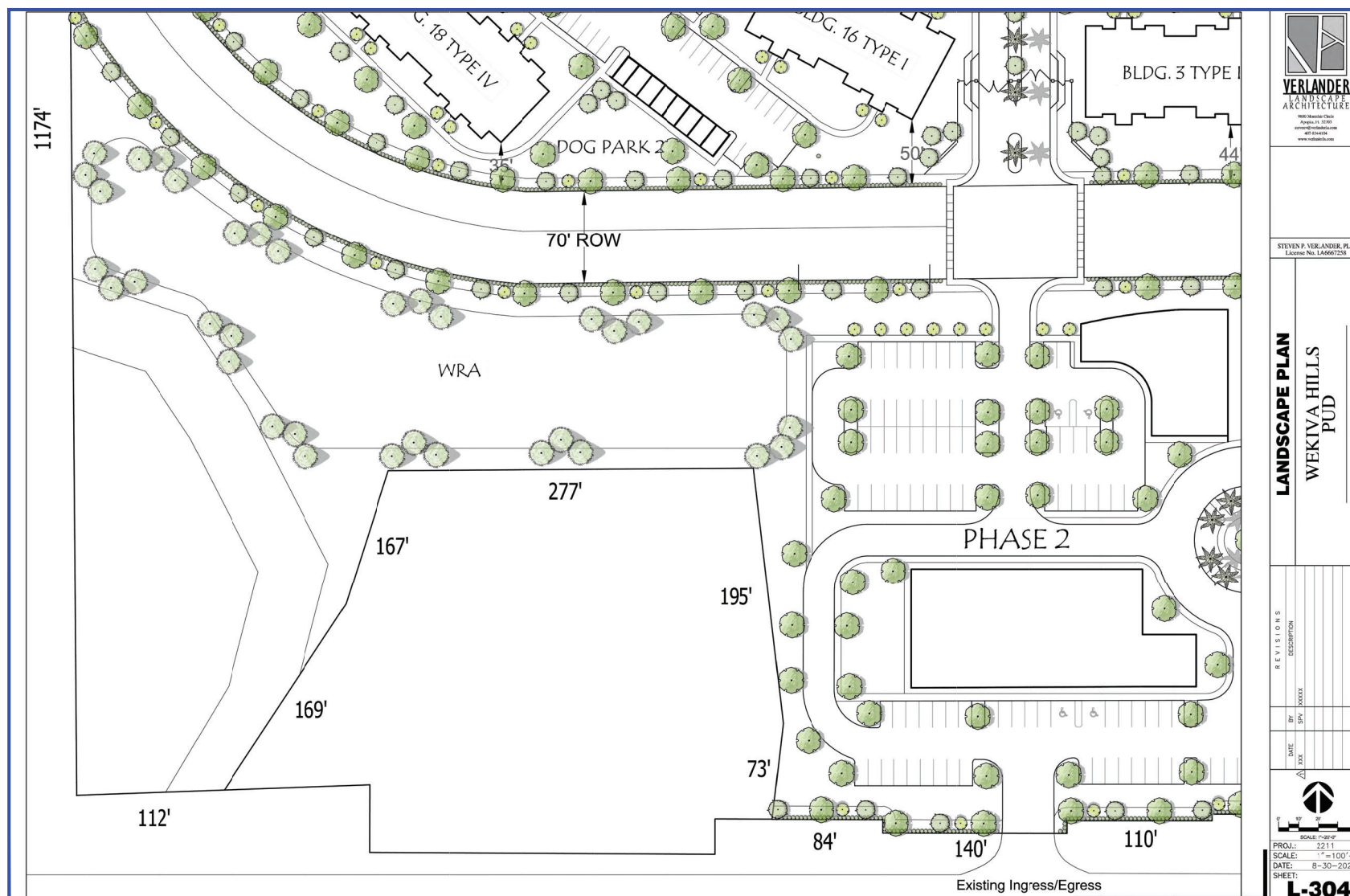
Landscape Plan: Northeast

Mt. Dora, FL



Vista Hills

Final PUD Master Plan
Landscape Plan: Niles Road
Mt. Dora, FL





Vista Hills

Final PUD Master Plan
 Landscape Plan: Commercial Parcel
 Mt. Dora, FL



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

DATE: March 19, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, Acting City Manager

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora during the 2024 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the February 2024 Monthly Report.

Budget Impact:

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

Strategic Impact:

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:

Data provided is informational.

Attachment(s):

1. Mount Dora February 2024 Report

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, Planning and Development Director

Final Approval - 3/6/2024

February 29, 2024

**City of Mount Dora
February Activity Report**

Communications

- Update re HB 833- Public Safety Programs
 - HB 833- Passed its first of three committees of reference- Local Administration, Federal Affairs & Special Districts Subcommittee, 13 yeas & 4 nays
 - SB 1708, companion bill to HB 833, was not heard in committee.
- Correspondence with Representatives Truenow and Yarkosky

Next Steps

- Continue to update Mount Dora on grant opportunities
- Session ends March 8, 2024
- Final Session Report

Ryan Matthews/Angela Drzewiecki