



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
July 16, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
|---------------------------------------|---|
| 1. Fire Department Future Programming | 5 |
| 2. Home Rule Hero Award Presentation | 6 |
| 3. Mount Dora Fun Fact | |

PUBLIC COMMENT

At this time, members of the public may come forward to comment on City-related topics that are not listed on the agenda.

If you wish to comment, please complete a speaker card (available at the Clerk's desk) and provide it to the City Clerk prior to the meeting.

If you are part of a group, please designate a speaker.

At the beginning of your comment, please clearly state your name and address for the record.

Please address all comments to the Mayor.

The City endeavors to answer questions at the time asked. However, there may be times that the City cannot answer immediately and will need to conduct research to provide an answer at a later time.

Thank you for your interest in our City.

APPROVAL OF AGENDA

CONSENT AGENDA

- | | |
|--|-----|
| 1. Request Approval of Task Authorization with DRMP, Inc. for Design of Underdrainage and Pavement Restoration Tremain Street at Grantham Point Park. | 8 |
| 2. Request Approval of Task Authorization with DRMP, Inc. for Design of Underdrainage on Donnelly Street at the Mount Dora Welcome Sign. | 43 |
| 3. Request Approval of Task Authorization #7 Authorizing Underground Conduit Installation with Bellmore Enterprises Incorporated for Dora Drawdy underground conversion project. | 79 |
| 4. Request Approval of the Memorandum of Understanding (MOU) for the City-County Investigative Bureau (CCIB) | 90 |
| 5. Request Approval of Piggyback Agreement with RCM Utilities, LLC (Sanitary Sewer, Manhole, Vault, and Lift Station Rehabilitation) | 95 |
| 6. Request Approval for the Purchase and Installation of Police Vehicle Emergency Equipment Under an Agreement with DANA Safety Supply | 131 |
| 7. Request Approval to Apply for Florida's Urban and Community Forestry-Capacity Grant (UCF-C) and Request Authorization for the Mayor to Sign the Application Once Complete | 152 |

ACTION ITEMS

- | | |
|---|-----|
| 1. Request Approval of Agreement with Halff Associates, Inc. for Professional Consultant Services Wastewater Treatment Plant 2 (WWTP 2) Expansion. | 155 |
| 2. Request Approval of the Agreement Between the School Board of Lake County and the City of Mount Dora for the School Resource Officer (SRO) Program | 345 |

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

- | | |
|---|-----|
| 1. Request Adoption of Resolution No. 2024-14 , Maximum Millage Rate for Fiscal Year 2024-2025 Budget | 358 |
| 2. Request Adoption of Resolution No. 2024-29 , Approval of Aerial Fireworks Display at the July 27, 2024, Last Call Mount Dora Summer Concert Event | 362 |
| 3. Request Approval of Final Reading of Ordinance No. 2024-14 , Land Development Code Amendment | 368 |
| 4. Request Approval of First Reading of Ordinance No. 2024-19 , 2024 Charter Referendum | 379 |

CITY MANAGER'S REPORT

- | | |
|--------------------|-----|
| 1. Lobbyist Update | 505 |
|--------------------|-----|

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- Monday, July 22, 2024, 6:00 PM, Budget Workshop
- Tuesday, August 6, 2024, 6:00 PM, Regular Session
- Tuesday, August 20, 2024, 6:00 PM, Regular Session
- Monday, August 29, 2024, 6:00 PM, Final Budget Workshop

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: July 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Fire Department Future Programing

Introduction:

This is an opportunity for staff to provide an update to City Council on the Fire Department activities and future programs.

Discussion:

Staff will provide a presentation and be available to answer any questions.

Budget Impact:

N/A

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

Presentation of information only; no action requested.

Attachment(s):

1. MOUNT DORA FIRE DEPARTMENT

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: Joseph Hightower, Fire Chief
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/18/2024
Approved - 6/20/2024
Final Approval - 6/24/2024



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

DATE: July 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Home Rule Hero Award Presentation

Introduction:

This is an opportunity to recognize Mount Dora City Councilmembers honored by the Florida League of Cities with the Home Rule Hero Award.

Discussion:

Each year, the Florida League of Cities recognizes select municipal officials for their work during the legislative session. Home Rule Hero Award recipients are local government officials, both elected and non-elected, who consistently responded to the League's request to reach out to members of the legislature and help give a local perspective on an issue. They worked tirelessly throughout the legislative session to promote local voices making local choices, protect the Home Rule powers of Florida's municipalities and advance the League's legislative agenda.

This year, the Florida League of Cities recognizes District 2 Councilmember Cal Rolfson and At-large Councilmember Doug Bryant as Home Rule Heroes.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council recognize the award winners.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 7/3/2024



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

DATE: July 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with DRMP, Inc. for Design of Underdrainage and Pavement Restoration Tremain Street at Grantham Point Park.

Introduction:

This is a request for Council to approve a task authorization with DRMP, Inc. for design of underdrainage and pavement restoration on Tremain Street near Grantham Point Park.

Discussion:

The pavement on Tremain Street located adjacent to Grantham Point Park has deteriorated due to groundwater seepage through the road bed. Our continuing professional services firm for drainage design, DRMP, Inc., will investigate the groundwater conditions and prepare construction plans for an underdrain system and reconstruction of the roadway in the area of damage. The system will be designed to lower the groundwater to a level sufficiently below the road base to prevent further degradation of the roadway. Underdrain installation and pavement restoration are planned to occur in Fiscal Year 24/25 following budget approval this October 2024.

The continuous presence of water in the gutter at this location is evidence of the groundwater problem.

It is anticipated that the time necessary for DRMP to complete this assignment will exceed the time remaining on their current contract. Staff anticipates to present a contract extension agreement specific to this project for Council approval fall 2024, prior to contract expiration date.

Budget Impact:

Funds for this design assignment in the amount of \$38,573.00 are available now under GL #440-1540-538-4601.

Funds for underdrain and pavement construction are recommended for approval in the Fiscal Year 24/25 capital improvement plan to be adopted later this year.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve a task authorization with DRMP, Inc. for design of underdrainage and pavement restoration on Tremain Street near Grantham Point Park.

Attachment(s):

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/28/2024
Approved - 6/28/2024
Approved - 7/3/2024
Approved - 7/3/2024
Final Approval - 7/3/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between DRMP, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2018-172, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: South Tremain Street - Underdrain
Project Amount: \$38,573.00
Budget Account Number: #440-1540-538-4601
City Project Manager: Johnny Reynolds
Contractor: DRMP, Inc.
Contractor Project Manager: Deshon Fox, P.E.

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

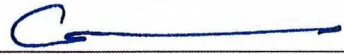
- Exhibit A** – Scope of Work
- Exhibit B** – Sub-Contractors
- Exhibit C** – Schedule
- Exhibit D** – Compensation

Contractor's scope of work, sub-contractors, schedule, and compensation details are attached.

Recommended By:

Print: George Marek

Date: 6/5/2024

Signature: 

Reviewed By:

Print: Johnny Reynolds

Date: 6/5/24

Signature: 

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name: Deshon Fox

Print Name:

Signature: Deshon Fox

Signature:

Date: 06/05/2024

Date:

Digitally signed by Deshon Fox
DN: E=info@drmp.com, CN=Deshon
Fox, OU=Orlando Users, OU=DRMP
Active Users, DC=drmp1, DC=com
Date: 2024.06.05 14:41:03 -0400

Exhibit A – Scope of Work

The scope of work is according to the attached February 22, 2024 Proposal for Professional Services for the South Tremain Street Underdrain project attached herewith.

Exhibit B – Sub-Contractors

SSMC surveying services
GEC Inc., geotechnical services

Exhibit C – Schedule



South Tremain St Underdrain Project

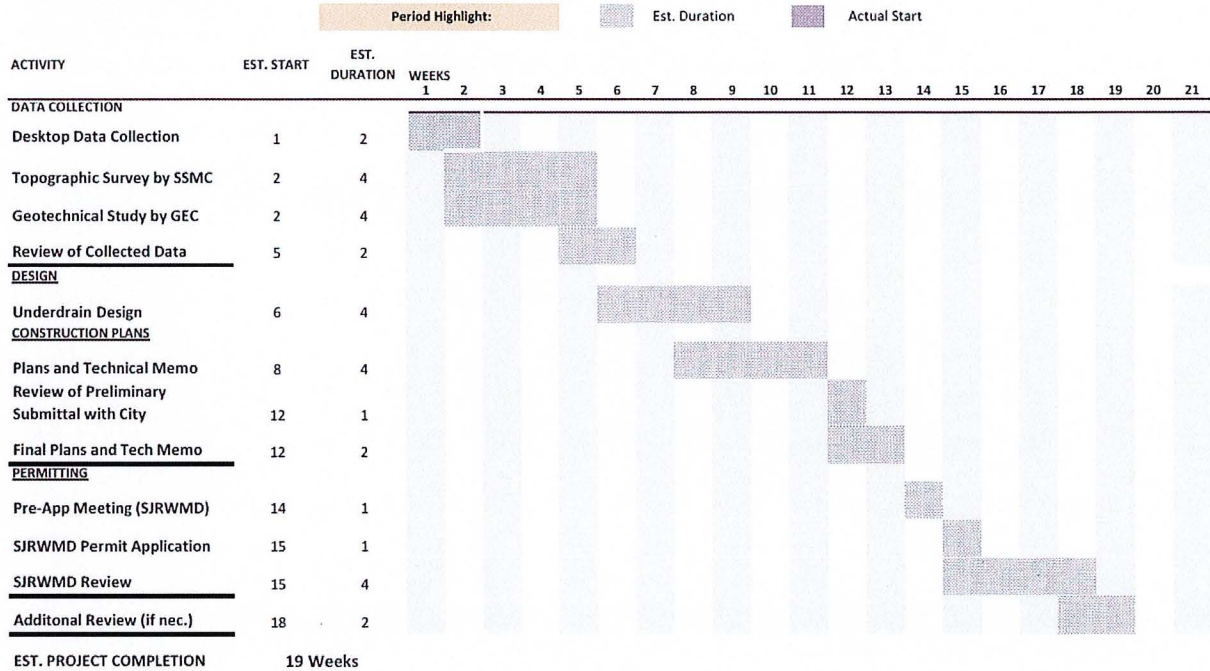


Exhibit D – Compensation

Compensation is according to the attached February 22, 2024 Proposal for Professional Services for the South Tremain Street Underdrain project attached herewith.

Summary Fee Schedule

I	Data Collection and Due Diligence	\$ 2,240.00
II	Topographic Survey	\$ 2,974.00
III	Geotechnical Investigation	\$ 9,049.00
IV	Roadway and Stormwater Improvement Analysis	\$ 4,690.00
V	Construction Plans	\$ 6,630.00
VI	Permitting and Approvals	\$ 3,040.00
VII	Project Management and Coordination	\$ 2,750.00
VIII	Construction Phase Services	\$ 6,700.00
	Estimated Direct Reimbursable Expenses	\$ 500.00
	Total Fees	\$ 38,573.00

February 22, 2024

DRMP Job #: 301.1800012.0MK

George Marek
Director of Public Works
City of Mount Dora
Public Works & Utilities Department
900 N Donnelly St
Mount Dora, FL 32757

**Subject: Professional Engineering Services for
City of Mount Dora, Florida
South Tremain Street
Work Order for DRMP Continuing
Professional Services Contract RFQ
#18-PW-009, dated May 7, 2018**

This Work Order shall be incorporated in and become part of the Contract for professional Consultant Services between the City of Mount Dora (Client) and DRMP Inc. (DRMP), RFQ #18-PW-009, dated May 7, 2018 (Contract)

PROJECT UNDERSTANDING

DRMP is pleased to provide the Client the following proposal for professional services related to civil engineering designs to mitigate structural impacts to a segment of South Tremain Street (segment of street fronts the Lake Dora Village residential community) that appears to be caused by ground water seepage. Our services for this project will include Final Engineering designs with preparation of Construction Documents consisting of plans and details. Plans will be prepared over a topographic survey provided by a sub-consultant to DRMP. Services will not include permit assistance outside of approvals provided directly by the Client. Bid administration and construction administration are also included this proposal.

TASK I DATA COLLECTION AND DUE DILIGENCE

The scope of this task is to gain a better understanding of the existing conditions. The Client shall coordinate with DRMP to provide PDFs and electronic copies/files of all available site as-builts for the Lake Dora Village Community and relevant permitted documents for review during the due diligence review phase of the project. Any issues discovered during this task that may impact scope and fees shall be discussed and negotiated with the Client prior to advancing to Task II.

In accordance with our project understanding and Mt. Dora design requirements, the Due Diligence will include the following:

- Site visit to inspect existing conditions and take photographs of the site and surrounding area
- Consultation with Client staff to gain a better understanding of the history of the area with regards to surface drainage patterns, surface drainage impacts and ground water seepage
- Review geotechnical report provide by others (sub to DRMP)
- Review topographic survey provided by others (sub to DRMP)
- Review available soil GIS information from NRCS
- Review available stormwater inventory and utility information provided by Client



Lump Sum Fee for Task I – \$2,240.00

TASK II TOPOGRAPHIC SURVEY

SSMC will provide topographic survey services for this project as a sub-consultant to DRMP. We do not anticipate requiring Subsurface Utility Engineering Services (SUE); however, should the need for SUE services arise, we will seek to have SSMC provide those services as a sub to DRMP. Please refer to Exhibit C for a detailed scope and fee for this task.

Lump Sum Fee for Task II – \$2,974.00

TASK III GEOTECHNICAL INVESTIGATIONS

GEC Inc. will provide geotechnical investigation for this project as a sub-consultant to DRMP. These services will generally include borings to estimate the seasonal high groundwater elevations and soil profiles along the project alignment. Please refer to Exhibit D for a detailed scope and fee for this task.

Limiting Amount for Task III – \$9,049.00

TASK IV ROADWAY AND STORMWATER IMPROVEMENTS ANALYSIS

DRMP will consider roadway and stormwater improvements to the segment of roadway along South Tremain identified in Exhibit D. Existing pavement type and cross-slopes will be evaluated for potential milling and resurfacing and subbase repair (as required). The cause of the ground water seepage that is destabilizing the pavement sub-base and surface materials will be identified and pavement repair options evaluated. Stormwater conditions will be evaluated to include spread analysis, ground water intrusion analysis and surface flow patterns.

DRMP will document the design methodology and analyses in a brief roadway improvement report.

Lump Sum Fee for Task IV – \$4,690.00

TASK V CONSTRUCTION PLANS

Construction Plans will include:

- **Cover Sheet** — for civil work only, as dictated by local practice.
- **Civil General Notes** — for civil work only, as dictated by local practice.
- **Existing Conditions and Demolition Plan** — based on survey provided by others (sub to DRMP) will show demolition of existing roadway surfacing and base material (as required) that are required to be removed to allow for the improvement and rehabilitation of segments of structurally compromised roadway.
- **Geometry, Signing and Marking Site Plan** — will include replaced striping as required and plan view dimensions showing horizontal layout of proposed paving and other improvements. The plan will include horizontal control information sufficient for construction staking.
- **Paving, Grading and Drainage Plan** — will include site grading showing the means to control site runoff and conveyance to existing storm inlets or existing stormwater detention areas as applicable. **Per our Project Understanding, a formal stormwater management system is not assumed to be required nor is one being proposed.**
- **Storm Water Pollution Prevention Plan and Details** — will include pertinent drainage and erosion / sediment control information for the construction of the project as required.
- **Profile and Cross Sections** — will include profile view along proposed roadway segment showing both existing and proposed grades. Will also include cross sections across a segment of roadway showing both



existing and proposed grades.

- o **Civil Construction Details** — will consist of site development details, typical for Florida and for projects within Mt. Dora.

DRMP will compile a construction plan set (11" x 17") for the Client to provide to a Contractor for construction. Construction plans will be submitted and reviewed by Client personnel at the preliminary and final levels of completion. DRMP will also provide estimates of construction cost with the final construction plan submittal. DRMP will meet (meetings may be online) with Client staff to discuss review comments and incorporate modifications into drawings.

Maintenance of Traffic (MOT) will be handled with notes directing the Contractor to follow guidance from the FDOT and to provide a MOT plan to the Client for review prior to construction.

The deliverables for these tasks are as follows:

1. *Electronic submittal of preliminary and final construction plans, cost estimate and design technical memorandum*
2. *Three (3) copies of 11" x 17" construction plan sets*

Lump Sum Fee for Task V – \$6,630.00

TASK VI PERMITTING AND APPROVALS

DRMP anticipates the submittal applications for this assignment/ Construction plans will be submitted to the Client for review and approval. The proposed project is anticipated to qualify for an exemption with the SJRWMD. DRMP will coordinate with the District and request an exemption for the project. No other permit effort is included in this task. Should additional permitting outside of Client approval and a permit exemption from the SJRWMD be required, such effort shall be treated as additional services.

No permit fees are included with our fee estimates for this task. The Client shall be responsible for payment of all regulatory permitting fees directly to the permitting agency.

Lump Sum Fee for Task VI – \$3,040.00

TASK VII PROJECT MANAGEMENT AND COORDINATION

The scope of this task is to meet and coordinate with the Client and their consultants to facilitate the design of the project, preparation of construction drawings and applying for review and permits. DRMP assumed up to three (3) meetings lasting up to one (1) hour each with the Client. Additionally, in order to ensure consistency amongst the plan elements, meet project schedule deadlines, provide QA/QC and ensure effective communication with the Client, and this project's team members, this task includes time for overall project management, scheduling, sub-consultant coordination and quality assurance reviews. Should this work effort exceed the estimated amount the Client will be notified, and additional fees shall be negotiated.

Lump Sum Fee for Task VII — \$2,750.00

TASK VIII– CONSTRUCTION SERVICES

The scope of this task is to provide construction phase services, including bidding assistance, civil related shop drawing reviews, review site work and geo-technical testing and inspection reports as they pertain to civil, site visit observation at appropriate stages of construction, assisting Client with pay request for civil items, review all civil related request for information (RFI) from the Contractor and certifications.



Bidding Assistance

DRMP shall assist the Client in the evaluation of the bids and the awarding of the contract. This task specifically includes supplying a CD or USB with the civil technical specifications and site construction plans in PDF format, one set of unbound civil technical specifications to the Client for plans reproduction and advertisement. Attending one pre-bid conference to answer the contractor's questions and reviewing and responding to three (3) RFI and Bid Addenda. Reviewing site work portions of bids and make recommendations. The Client is responsible for the bid advertisement, plan distribution, bidders list, bid tabulation and selection.

Construction Administration

DRMP shall coordinate with the Client and Design Team during construction of the project. DRMP shall be available on request up to the indicated fee limits to address construction issues when they arise, provide reasonable minor revisions to documents and make and perform site visits during the construction phase at the discretion of the Client.

To assist the Owner, DRMP shall perform the following construction administration services:

- Attend one (1) virtual pre-construction meeting coordinated by the Client, to clarify issues as necessary and assist with project kick-off and scheduling.
- Attend construction progress virtual meetings as requested, up to the fee indicated below. For budgeting purposes, we have estimated attending two (2) virtual OAC meetings at one (1) hour each.
- Conduct shop drawing reviews associated with the submittal requirements of the specifications prepared by DRMP. We have included one (1) review and one (1) re-review for each shop drawing submittal. The second re-review of rejected shop drawings will be Additional Services.
- Review all site work and geotechnical testing and inspection reports provided by an independent testing and inspection agency (contracted by Client). DRMP shall notify the Client in case of any noted deficiencies or improper materials varying from the drawings and specifications prescribed within the construction documents associated with the civil/site design.
- We shall assist the Client in reviewing pay requests for civil/site work items.
- Review written RFIs issued by the Contractor. Addenda required by a need for construction document clarification to our scope of services shall be completed under this task. The City requires submittals and approvals on any field / construction changes to the plans. For RFI's requiring plan revisions, we have budgeted for two (2) Field Change and one (1) site plan revision submittal during construction. If Site Plan revisions are required after Construction Document completion and Owner approval resulting from any change in site condition or revision to plans by the Owner, reviewing agency, contractor or co-consultant, such revisions shall be prepared as additional services.
- We shall prepare a punch list at the completion of construction and participate in a final punch list review with the Client. Once all punch list items have been addressed to the Owner's and DRMP's satisfaction, we shall issue certifications for all items covered in this scope of services.

Construction Observations, Record Drawings and Certifications

A condition of the permits will require that prior to acceptance, the agencies must receive an engineer's certification that construction has been completed in substantial compliance with the approved plans with supporting record drawings. DRMP can provide these certifications and record drawings; however, in order to submit this certification, it is necessary that representatives of DRMP be present during certain critical periods of the construction process, and that the contractor provide a certified as-built survey.

DRMP anticipates up to a total of two (2) site visits during construction for the following items, which the City requires be observed:

- Road repairs – periodic and final inspections of subgrade (as necessary), base (as necessary), and pavement during construction.



- Walkthroughs – during substantial and final completion walkthroughs with the City.

If there are unanticipated construction related problems or a requirement to re-test any facilities, the fee related to that effort would be handled as Additional Services. This proposal assumes certifying the project in one phase. If the project is to be certified in multiple phases, then additional services will be required.

Also included in this task is preparing record drawings for submittal to the County and SJRWMD as required. DRMP shall coordinate with the contractor to prepare Record drawings as required by the regulating agencies. The contractor shall be responsible for becoming familiar with the permitting entity requirements for record drawings and provide DRMP with the required information. DRMP shall be responsible for reviewing the final red line drawings as submitted by the Contractor. DRMP shall return the red lines to the Contractor to electronically input the red line revisions into the plan set. Once the electronic version is completed by the Contractor, DRMP will again review the electronic version. The Contractor shall provide the Client and DRMP with the electronic documentation in AutoCAD format along with the necessary copies of the as-built drawings signed and sealed by a surveyor registered in the State of Florida. Finally, DRMP will submit the record drawings with letters and forms certifying completion to the above-mentioned permitting entities.

Lump Sum Fee for Task VII – \$6,700.00

ADDITIONAL SERVICES (Not part of this contract)

If the Client desires to change or expand upon these services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to further work on the project. Renegotiation may be required for any of the following reasons:

- Revisions to the site plan after its initial approval by the Client due to changes requested by Client
- ADA/DRI, concurrency, traffic or other special studies
- Additional engineering design or permitting specifications beyond specifically addressed
- Design and permitting of stormwater treatment facilities
- Boundary, topographic, tree surveying, platting or easements
- Geotechnical or hazardous materials investigating and reporting
- Landscape, hardscape or irrigation design
- Site lighting or electrical design
- Archaeological studies, reviews or permitting
- Fencing, wall or structural design or permitting
- Additional meetings beyond those specifically addressed
- Permitting fees
- Items not included in the above Project Understanding or Scope of Services

SCHEDULE

DRMP is available to commence work immediately upon receipt of a NTP and will coordinate with the Client on a final schedule showing the projected tasks and milestones to accomplish the work.

COMPENSATION SUMMARY AND TERMS

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein:

Scope of Service			
Design and Permitting Task		Terms	Fee
I	Data Collection and Due Diligence	Lump Sum	\$ 2,240.00
II	Topographic Survey	Lump Sum	\$ 2,974.00



III	Geotechnical Investigations	Limiting Amount	\$ 9,049.00
IV	Roadway and Stormwater Improvements Analysis	Lump Sum	\$ 4,690.00
V	Construction Plans	Lump Sum	\$ 6,630.00
VI	Permitting and Approvals	Lump Sum	\$ 3,040.00
VII	Project Management and Coordination	Lump Sum	\$ 2,750.00
VIII	Construction Phase Services		\$ 6,700.00
	Sub-total		\$ 38,073.00
	Estimated Direct Reimbursable Expenses	Time and Materials	\$ 500.00
Grand Total Fees			\$ 38,573.00

The above fees for the Scope of Services total \$38,573.00 and will be performed per the terms stated above. Direct expenses and production costs will be billed at cost. Additional services or meetings, other than described above, upon request of the Owner will be invoiced hourly, consistent with Exhibits "A" and "B". Exhibit "C" is the sub-consultant survey services proposal. Exhibit "D" is the sub-consultant geotechnical services proposal. All Exhibits - "A", "B", "C" and "D" - are hereby incorporated into this letter of Agreement.

ACCEPTANCE

Your acceptance of this proposal may be indicated by signing in the space provided at the end of the proposal. The authorized proposal will serve as the basis of your authorization and our contractual agreement to proceed with the scope of services outlined in this proposal.

We appreciate the opportunity to provide you with this proposal. Should you have any questions regarding the contents of this proposal or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

This Scope of Services and Fee Schedule are hereby submitted by:

Sincerely,
DRMP, Inc.

February 22, 2024
Deshon Fox, P.E. _____
Central FL Dept Mgr/GC Municipal Market Sector Date

This Scope of Services and Fee Schedule as authorized above is hereby accepted by:

City of Mount Dora

George Marek, P.E. _____
Director of Public Works Date

Attachment(s): Exhibit "A" – Fee Schedule
Exhibit "B" – Hourly Rate Schedule
Exhibit "C" – SSMC surveying services proposal
Exhibit "D" – GEC Inc., geotechnical services proposal
Exhibit "E" – Approximate Project Limits



Exhibit "A"
Effective February 27, 2023

Administrative/Office Support	Rate	Environmental	Rate
Administrative Support I	\$75.00	Environmental Scientist I	\$80.00
Administrative Support II	\$85.00	Environmental Scientist II	\$90.00
Senior Administrative Support	\$120.00	Environmental Scientist III	\$115.00
Senior Administrative Supervisor	\$145.00	Chief Environmental Scientist	\$130.00
Administrative Department Manager	\$215.00	Senior Ecologist	\$210.00
Reproduction Support	\$95.00	GIS	
Information Systems I	\$95.00	GIS Technician	\$65.00
Information Systems II	\$155.00	GIS Analyst I	\$80.00
Graphic Design		GIS Analyst II	\$95.00
Graphic Designer I	\$90.00	GIS Analyst III	\$145.00
Graphic Designer II	\$155.00	GIS Project Manager	\$140.00
Technical Writing		GIS Senior Project Manager	\$185.00
Technical Writer I	\$75.00	Geomatics / Survey & Mapping	
Technical Writer II	\$120.00	2-Person Survey Crew	\$170.00
Engineering		3-Person Survey Crew	\$220.00
Engineering Technician I	\$85.00	4-Person Survey Crew	\$260.00
Engineering Technician II	\$125.00	Survey Technician I	\$105.00
Engineer I	\$110.00	Survey Technician II	\$115.00
Engineer II	\$120.00	Survey Technician III	\$120.00
Engineer III	\$170.00	Surveyor IV (PSM/PLS)	\$150.00
Engineer IV (PE)	\$205.00	Surveyor V (PSM/PLS)	\$180.00
Senior Engineer I (PE)	\$235.00	Surveyor VI (PSM/PLS)	\$220.00
Chief Engineer II (PE)	\$265.00	Surveyor VII Chief	\$275.00
Planning		LiDAR (Remote Sensing)	
Planner I	\$110.00	Mobile LiDAR Daily Rate (Equipment)	\$4,500.00
Planner II	\$120.00	Unmanned Autonomous System UAS Operator	\$155.00
Senior Planner I	\$140.00	Unmanned Autonomous System UAS Technician	\$95.00
Senior Planner II	\$170.00	UAS LiDAR Daily Rate (Equipment)	\$1,500.00
CEI		Ground Penetrating Radar (GPR) Services	
Inspector I	\$65.00	GPR Technician	\$120.00
Inspector II	\$80.00	2-Person GPR/Concrete Imaging Crew	\$185.00
Senior Inspector I	\$95.00	Subsurface Utility Engineering (SUE)	
Senior Inspector II	\$110.00	1-Person Utility Designate	\$120.00
Specialist (Materials, Contract, IT, etc.)	\$125.00	2-Person Utility Designate/Locate Crew	\$185.00
Project Administrator I	\$140.00	3-Person Vacuum Excavation SUE Crew	\$240.00
Project Administrator II	\$160.00	4-Person Vacuum Excavation SUE Crew	\$285.00
Inspection Manager	\$190.00	SUE Manager	\$180.00
Resident Engineer	\$225.00	Senior SUE Manager	\$220.00
NBIS - Bridge Inspection		Utility Locate Coordinator	\$150.00
NBIS Engineer	\$225.00	Senior SUE Tech	\$120.00
NBIS Team Leader	\$165.00	Management	
NBIS Team Member	\$90.00	Project Manager I	\$210.00
Public Relations		Senior Project Manager I	\$250.00
Public Relations I	\$120.00	Senior Project Manager II	\$325.00
Expert Witness		Supervising Engineer	\$235.00
Expert Witness Research	\$215.00	Department Managers I	\$215.00
Expert Witness Testimony	\$325.00	Department Managers II	\$250.00
Designers		Division Managers I	\$275.00
Designer I	\$145.00	Division Managers II	\$325.00
Designer II	\$160.00	Principals	\$405.00
Designer III	\$170.00		



EXHIBIT "B"
Conditions of Agreement

I. GENERAL CONDITIONS

- A. The proposal set forth in the attached letter agreement between DRMP, Inc. (the "CONSULTANT") and the client listed on page 1 thereto (the "CLIENT") shall be valid for the CLIENT'S acceptance for a period of forty-five (45) calendar days from the date the Consultant executes such letter agreement (the letter agreement, Exhibit "A" and this Exhibit "B" are collectively referred to as the "AGREEMENT" and the letter agreement is sometimes referred to herein as the "Scope of Services").
- B. The AGREEMENT may be terminated at any time, without cause, by the CLIENT or the CONSULTANT upon seven (7) days prior written notice. In the event this AGREEMENT is terminated by either party or the services to be provided under the AGREEMENT by the CONSULTANT are suspended, canceled, terminated or abandoned by the CLIENT, the CONSULTANT shall be compensated by the CLIENT for all professional services provided up to the effective date of suspension, termination, cancellation or abandonment, plus all reimbursable expenses incurred by the CONSULTANT.
- C. It is understood and agreed that the CONSULTANT'S services under this AGREEMENT are limited to providing consulting services to the CLIENT and do not include participation in, supervision of, or control over the operation of any aspect of the CLIENT'S project (the "PROJECT"). Compensation payable to the CONSULTANT hereunder does not include any amount for participating in, supervising of or controlling the PROJECT.
- D. All original work product, including original documents, electronic files, tracings, field notes, calculations, etc., prepared by the CONSULTANT in connection with this AGREEMENT in whatever form, including written documents, electronic files, etc., shall be and remain the exclusive property of the CONSULTANT. The CONSULTANT assumes no responsibility or liability for any third party use of or reliance on the CONSULTANT'S findings, opinions, conclusions, recommendations, designs or other work product.
- E. In accepting and utilizing any drawings, data or other work product prepared in connection with the AGREEMENT (for purposes of this paragraph, the

"Work Product") on any form of electronic media generated and provided by the CONSULTANT, the CLIENT covenants and agrees that all such Work Product shall be and remain the exclusive property of the CONSULTANT, who shall retain all common law, statutory law and other rights, including copyrights, therein.

The CLIENT and the CONSULTANT agree that any CADD files prepared by either party shall conform to the specifications listed in the Scope of Services. Any electronic files submitted by the CONSULTANT to the CLIENT shall be reviewed promptly by the CLIENT and the CLIENT shall notify the CONSULTANT of any defects found in such electronic files within twenty-one (21) days after delivery thereof to the CLIENT. Any defects the CLIENT discovers during this period will be reported to the CONSULTANT and will be corrected as part of the Scope of Services to be performed by the CONSULTANT. However, the correction of any defects detected and reported to the CONSULTANT by the CLIENT after the above twenty-one (21) day period will be considered "Additional Services" pursuant to the letter agreement, for which a separate fee will be negotiated (as set forth in the letter agreement).

The CLIENT agrees not to use any Work Product, in whole or in part, for any purpose or project other than in connection with the PROJECT. In addition, the CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes or reuse of the Work Product (i) in connection with any project other than the PROJECT, or (ii) by any party other than the CONSULTANT.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the CONSULTANT harmless from any damage, expense, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made to the Work Product by anyone other than the CONSULTANT or from any reuse of, or unauthorized use of, such Work Product.

Under no circumstances shall transfer of the CONSULTANT'S Work Product, drawings and data on electronic media for use by the CLIENT be deemed a sale of such materials by the CONSULTANT, and the CONSULTANT makes no warranties, either express or



EXHIBIT "B"
Conditions of Agreement

implied, of merchantability and fitness for any particular purpose in connection with such materials.

- F. If, under this AGREEMENT, professional services are provided by the CONSULTANT during the construction phase of the PROJECT, the CLIENT acknowledges that the CONSULTANT shall not be responsible for or have control over the means, methods, techniques, sequences, or procedures, or safety precautions and programs, with regard to the work performed on the PROJECT; nor shall the CONSULTANT be responsible for any failure: (i) of any party to carry out any work on the PROJECT in accordance with the PROJECT's contract documents or to obtain construction permits, or (ii) of the CLIENT'S Contractor (the "CONTRACTOR") to comply with applicable laws, ordinances, rules or regulations.
- G. The CONSULTANT shall be entitled to rely upon any information provided by the CLIENT or authorized representatives of the CLIENT without having to verify the accuracy of such information.
- H. To the extent set forth in the Scope of Services, the CONSULTANT shall submit all plans, permits, etc., to regulatory agencies, and shall respond to reasonable requests for additional information from such agencies. However, the CONSULTANT cannot guarantee the actions of any entity or the outcome of any process or proceeding. The CLIENT acknowledges and agrees that its obligation to pay all amounts owed pursuant to the Agreement is absolute and shall not be dependent upon matters which are not in the CONSULTANT'S control, including but not limited to financing, approvals, PROJECT success, or third-party actions.
- I. Neither the CLIENT nor the CONSULTANT shall have any right to assign this AGREEMENT to any other person or entity, absent the prior written consent from the other party.
- J. In an effort to resolve any disputes, differences, claims or counterclaims that arise with respect to this AGREEMENT, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to the AGREEMENT shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise, and shall

constitute an express condition precedent in litigation. Mediation shall be conducted within sixty (60) days of the dispute first arising.

The CLIENT and the CONSULTANT further agree to use good-faith best efforts to include a mediation provision similar to the above provision in all of their agreements with independent contractors and consultants retained for the PROJECT and also to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

In the event of any dispute, difference, claim or counterclaim between the CONSULTANT and the CLIENT arising out of or in connection with this AGREEMENT, which is not resolved by the parties through mediation, any such matter shall be submitted to the Circuit court in and for Orange County, Florida, for trial and determination by the court sitting without jury. The parties hereby consent to the jurisdiction of such court, to exclusive venue in Orange County, Florida, and to the service of process outside the State of Florida (if applicable) pursuant to the requirements of such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial. The prevailing party in any such litigation shall be entitled to the reimbursement of reasonable attorneys' fees and taxable costs, including expert witness fees and costs. Notwithstanding anything herein to the contrary, CLIENT agrees to be joined in any proceeding (litigation, arbitration, or otherwise) in which CONSULTANT is a party if CLIENT's acts, omissions, or negligence is an issue.

- K. In the event that the CLIENT is not the record owner of the property covered by this AGREEMENT, the CONSULTANT may consider the CLIENT'S signature on the Agreement as evidence that the CLIENT has the property owner's permission and consent to enter into this AGREEMENT, and to be a party hereto. It shall be the CLIENT'S responsibility to inform the CONSULTANT of any change in ownership or change in any other circumstances that may affect the CONSULTANT'S ability to place a construction lien on such property if payment is not received by



EXHIBIT "B"
Conditions of Agreement

the CONSULTANT according to the terms of this AGREEMENT. The CLIENT hereby acknowledges and agrees that the CONSULTANT'S services are professional services that shall be performed in the practice of CONSULTANT'S profession in connection with the specific parcel or parcels of real property referred to in this AGREEMENT and that CONSULTANT shall be entitled to a lien upon such real property for the money owing to CONSULTANT for such services pursuant to Section 713.03, Florida Statutes, or otherwise pursuant to law or equity.

- L. This AGREEMENT shall be governed by the laws of the State of Florida.
- M. Regarding the subject matter hereof, this AGREEMENT contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. The CLIENT agrees that this Agreement shall govern and supersede any form agreements delivered by the CONSULTANT and/or the CLIENT, such as client purchase orders or work orders, and that such forms may be issued by the CLIENT as a matter of convenience without altering any of the terms or conditions of this Agreement, unless such form has been signed on behalf of both the CLIENT and the CONSULTANT by an authorized representative.
- N. **In recognition of the relative risks and benefits of this Agreement to both the CLIENT and the CONSULTANT, the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and its subconsultants to the CLIENT and to all construction contractors and subcontractors on the PROJECT for any and all claims, losses, costs, and damages of any nature whatsoever or claimed expenses from any cause or causes (collectively "CLAIMS"), so that the total aggregate liability of the CONSULTANT and its subconsultants to all those named above shall not exceed the total fee received by CONSULTANT hereunder for services rendered pursuant to this Agreement. This paragraph shall apply to CLAIMS including, but not limited to claims based on negligence, professional errors or omissions, strict liability, or other tort claims, and breach of contractor warranty.**

In the event the CLIENT does not wish to limit the CONSULTANT'S professional liability as set forth in the paragraph above, the CONSULTANT agrees to increase the limitation on CONSULTANT'S aggregate liability for all claims to a maximum of \$1 million, but only upon receiving the CLIENT'S written request within ten (10) days after the date hereof and the payment by CLIENT of additional consideration of five percent (5%) of the CONSULTANT'S total fee pursuant to this Agreement or \$300.00, whichever is greater.

Notwithstanding anything to the contrary herein, in no event shall the CONSULTANT be liable to the CLIENT under this AGREEMENT or for services provided hereunder, under any claim or theory (including breach of contract or tort), for consequential, incidental, or punitive damages, including lost profits or loss of business, even if such damages were reasonably foreseeable.

- O. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.
- P. The CLIENT acknowledges that the CONSULTANT cannot control the cost of construction labor and materials or competitive bidding, and that market conditions fluctuate, and therefore the estimates of construction costs provided by the CONSULTANT will be made on the basis of the CONSULTANT'S experience and qualifications. As a result, the CONSULTANT does not guarantee the accuracy of any such estimates.
- Q. All provisions of this AGREEMENT relating to indemnity or allocation of responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services to be performed hereunder and the termination of this AGREEMENT.
- R. In the event that any provision of this AGREEMENT is found to be unenforceable under applicable law, the remaining provision(s) shall continue in full force and effect.



EXHIBIT "B"
Conditions of Agreement

- S. In providing services under this AGREEMENT, the CONSULTANT is acting as an independent contractor and not as an agent or employee of the CLIENT.
- T. In the event that the CONSULTANT is obstructed or delayed in the prosecution or completion of its services under this AGREEMENT as a result of causes beyond the control of the CONSULTANT, including, but not restricted to, acts of God or of public enemy, acts of terrorism, acts of government or of the CLIENT, the property owner or any other person or entity, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then any milestones contained on any PROJECT schedule shall be extended by the length of such delay, plus any additional time required by the scheduling demands of any third party whose performance was rescheduled as a result of such delay.
- U. The CLIENT acknowledges that PROJECT schedules, if any, are provided by the CONSULTANT for informational and planning purposes only and are subject to change as the PROJECT progresses. The CONSULTANT does not guarantee any time frames.
- V. The CLIENT acknowledges that the CONSULTANT does not guarantee the success, as measured by the CLIENT, of the services of the CONSULTANT described herein. The CONSULTANT'S obligation hereunder is limited to using commercially reasonable efforts to perform the stated services. The CONSULTANT shall have no responsibility for outcomes or results dependent in whole or in part on decisions or actions of the CLIENT or third parties.

II. COMPENSATION TERMS

- A. Amounts due to the CONSULTANT under this Agreement shall be payable within thirty (30) days of CLIENT'S receipt of an invoice therefore. If full payment of an invoice is not received within sixty (60) days commencing on the date of the invoice, then CONSULTANT may, at its exclusive option, (i) charge CLIENT and, in such case, CLIENT shall pay, a service charge equal to one and one-half percent (1.5%) per month of the unpaid balance, which charge shall accrue from the date of the invoice until such balance is paid in full; (ii) the CONSULTANT may, without waiving any other claim or right against the CLIENT, suspend services under this AGREEMENT until the CONSULTANT has been paid in full all

amounts due CONSULTANT and/or any of its subconsultants and subcontractors; or (iii) the CONSULTANT may, without waiver of any other claim or right against the CLIENT, upon seven (7) days written notice, terminate this Agreement. Furthermore, the CLIENT agrees that the CONSULTANT shall not be held liable for any damages sustained by the CLIENT or others due to such suspension of services or termination of this Agreement. Suspension of services or termination of this Agreement shall not excuse CLIENT from its obligation to pay CONSULTANT all fees and expenses earned or incurred as of the date of suspension or termination, including interest charges at 1.5% per month.

- B. Fees set forth in this Agreement are for professional services only. Out-of-pocket expenses (such as reproduction, overnight mail, travel, meals, etc.) will be considered a direct reimbursable expense, and invoiced in addition to the fees indicated herein. These expenses will be invoiced as incurred, and may include, at CONSULTANT'S exclusive discretion, a handling charge markup of not to exceed ten percent (10%).
- C. Services to be billed hourly that are subject to a cap (as specifically identified in the Scope of Services) and time and materials tasks will be billed on an hourly basis as incurred monthly. Hourly rates utilized in the billing (for hourly and additional services) are set forth in Exhibit "A" (if applicable).
- D. Invoices shall be prepared monthly for Lump Sum Fee items (as set forth in the Scope of Services) based on the percent of work complete and costs incurred by the CONSULTANT.
- E. The CLIENT acknowledges that the proposal set forth in the letter agreement specifies a number of meetings or a specific meeting budget. All additional meetings, as requested by the CLIENT, will be invoiced pursuant to the CONSULTANT'S applicable hourly rates.
- F. All hourly rates and fees quoted in this AGREEMENT shall be effective for a period of twelve (12) months after the CLIENT'S execution of this AGREEMENT, after which time they may be revised by the CONSULTANT upon written notice to the CLIENT.



EXHIBIT "B"
Conditions of Agreement

G. This AGREEMENT shall become effective upon the CONSULTANT'S receipt from the CLIENT of a signed AGREEMENT and, if requested, a retainer. All retainer amounts will be applied to the CLIENT'S last invoice. A RETAINER OF \$____.00 IS REQUIRED BEFORE THE CONSULTANT WILL COMMENCE ANY SERVICES UNDER THE AGREEMENT.

H. Subconsultant or subcontractor fees/expenses invoiced through the CONSULTANT may, at CONSULTANT'S exclusive discretion, include a handling and coordination markup. This markup will be no more than five percent (5%) for amounts greater than \$50,000.00; ten percent (10%) for amounts between \$20,000.00 and \$50,000.00; and fifteen percent (15%) for amounts less than \$20,000.00.

I. It is understood that the CONSULTANT'S services to be provided under this AGREEMENT do not include any participation whatsoever in any litigation or negotiations. If at any time the CONSULTANT is requested to participate in litigation or negotiations, or to act as an expert witness, whether by the CLIENT or on its behalf, and the CONSULTANT agrees to do so, the CONSULTANT shall be paid by the CLIENT in advance if requested by CONSULTANT at the applicable hourly rate for the CONSULTANT'S time in preparation of and/or during testimony at a hearing, arbitration, or other official proceeding. In addition, the CLIENT shall pay all reasonable expenses of the CONSULTANT incurred in connection therewith. The amount due and payable to the CONSULTANT under this paragraph shall not be reduced for any reason including, but not limited to, settlement of the matter based on a pro-rata share of the monies in questions.

III. CLIENT RESPONSIBILITIES

A. The CLIENT shall provide to the CONSULTANT all available and applicable information that is related

to the site and to the PROJECT that is in the CLIENT'S possession, or that may come into the CLIENT'S possession or knowledge including, but not limited to:

- Survey(s) (Boundary, Topo, etc.)
- Legal Description & Title Information
- Utilities Data/Plans
- Environmental Studies/Data
- Geotechnical Studies/Data
- Previous Site consulting Plans/Studies
- Previous Site Planning Sketches or Studies
- Other Applicable Data/Information
- Previously Prepared, Submitted or Approved Permits
- Previously Prepared Development-Const. Cost Est.
- Aerial Photography, if available
- Reasonably suspected information or leads

B. The CLIENT shall be responsible for the payment of all fees to government and review agencies.

C. The CLIENT shall indemnify and hold the CONSULTANT harmless for any losses or damages caused by the negligent acts of the CLIENT, its employees or agents, but nothing herein shall obligate CLIENT to indemnify CONSULTANT for CONSULTANT'S own negligence.

D. The CLIENT grants to the CONSULTANT right of entry to the PROJECT site by the CONSULTANT, its employees, agents, and subcontractors in order to perform the CONSULTANT'S services under this AGREEMENT. If the CLIENT does not own the PROJECT site, the CLIENT warrants and represents to the CONSULTANT that the CLIENT has the authority and permission of the owner of the PROJECT site and occupant of the PROJECT site (if applicable) to grant this right of entry to the CONSULTANT.



EXHIBIT "B"
Conditions of Agreement

Headquarters
941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

IV. The following information is necessary for the CONSULTANT to set its files up correctly. Please fill out and return at your earliest convenience.

1. Project Name for Invoicing:

2. Mailing Address:

Phone No.:

Fax No.:

E-Mail:

3. Invoices should be sent to the attention of:

4. Date invoices must be received by CLIENT:

5. Special invoice format required: ☐ Yes ☐ No (If yes, please forward to CONSULTANT)

6. Person(s) authorized to bind CLIENT contractually:

7. Are purchase orders required: ☐ Yes ☐ No

8. Name and contact address/phone number under which title of property is held:

9. Name/Entity of applicant for PROJECT permit applications (title, address, phone number):

10. Person to sign permit applications (title, address, phone number):



EXHIBIT C

June 4, 2024

VIA EMAIL: callen@drmp.com

Mr. Connor Allen , EI, SIT | **Project Engineer & Survey Analyst**
DRMP, Inc.
941 Lake Baldwin Lane
Orlando, Florida 32814
P: (407) 362-1275

RE: South Tremain Street Topographic Survey
South Tremain Street Mt Dora FL 32757
Section 31, Township 19 South, Range 27 East, Lake County, Florida

Dear Mr. Allen,

We are pleased to submit our proposal for Surveying Services on the above-referenced project. It is our understanding that DRMP, Inc. requires a Topographic Survey to support the design/construction of drainage improvements. The specific area is identified in Exhibit "B". We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

SCOPE OF WORK:

Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Show apparent Right of Way and lot lines.
4. Establish a minimum of **two (2)** site benchmarks.
5. Topographic coverage will be limited to the area shown in red on **Exhibit "B"**.
6. Locate wetlands line as flagged by the client Environmental Consultant if required.
7. Locate soil borings as established by the client's Geotechnical consultant if necessary.

Utility owners do not designate and mark their utilities as a result of contacting Sunshine 811 during the design phase. Therefore, Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from the Design Ticket.

DELIVERABLE

The final product will be three (3) certified prints and an electronic file for your use.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

100 % Employee-Owned | www.southeasternsurveying.com
Orlando, Florida | Jacksonville, Florida | Chipley, Florida | Panama City, Florida
Tampa, Florida | Kissimmee, Florida | Marianna, Florida | Mount Dora, Florida | Dothan, Alabama

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit "A"**.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by SSMC during the project.

PROJECT TIMELINE:

We anticipate the completion of the above-described work within twenty (20) business days after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

Topographic Survey:	\$2,974.00
----------------------------	-------------------

PAYMENT TERMS:

Payment is expected within thirty (30) days from the date of the invoice.

PAYMENT OPTIONS

SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

We look forward to the opportunity to work with you on this project.

Sincerely,



Alex D. Jenkins, CST IV
Project Manager

ADJ:ler

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

EXHIBIT "A"

HOURLY RATES

Professional Surveyor & Mapper	\$162.00/per hour
Project Manager (Survey)	\$162.00/per hour
Project Manager (SUE)	\$162.00/per hour
Senior Technician (Survey)	\$122.00/per hour
Senior Technician (SUE)	\$122.00/per hour
CAD Technician	\$108.00/per hour
2 Person Survey Field Crew	\$163.00/per hour
3 Person Survey Field Crew	\$214.00/per hour
4 Person Survey Field Crew	\$265.00/per hour
2 Person SUE Field Crew	\$198.00/per hour
3 Person SUE Field Crew	\$276.00/per hour

EXHIBIT "B"
Survey Limits

S Tremain St

From the Corner of S Tremain St and the entrance to Lake Dora Villages to just past the boat ramp. The Eastern 5' of S Tremain St extending Approx 35'.



GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

May 31, 2024

DRMP

941 Lake Baldwin Lane
Orlando, FL 32814

Attention: Connor Allen, EI, SIT
Project Engineer

Subject: Proposal for Geotechnical Engineering Services
S. TREMAIN STREET UNDERDRAIN PROJECT
Mount Dora, Florida
GEC Proposal No. 11700G

Dear Connor:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for the above-referenced project. Our proposed scope of services is based on the project information you provided to us, as shown on Attachment 1, and our correspondence. The purpose of this investigation is to explore soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendations for site preparation, and design and construction of the proposed underdrain. This proposal presents our understanding of the project, our recommended scope of services, and a cost and schedule for providing those services.

Site Location and Description

The site is located at along South Tremain Street in Mount Dora, Florida as shown on Attachment 1. The site is approximately 400 feet in length and begins at the Lake Dora boat Ramp and continues to the north. The site is bordered to the east by multi-family residential and to the west by a green space and Lake Dora.

Project Description

We understand that project plans for this site include the construction of a roadway underdrain system on the eastern side of the road. Based on a review of aerial and streetside images GEC observed ponding water, staining and sediment collection along the curb on the east side of South Tremain Street within the project limits.

Scope of Services

Based on the project information provided, our experience, and the local standard of care, we recommend the following scope of services:

- Stake boring locations at the site.
- Clear utilities at the boring locations.
- Mobilize Truck drilling equipment and personnel.
- Perform 2 Standard Penetration Test (SPT) borings to a depth of 10 feet along the east side of the road.
- Install 2 temporary piezometers wells to monitor the groundwater level.
- Perform 6 monitoring events monthly through the peak wet season.
- Perform routine laboratory soil classification tests to enhance visual soil classification of samples obtained.
- Issue a geotechnical engineering report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:
 - Subsurface conditions at the boring locations
 - Measured and estimated seasonal high groundwater depths
 - Site preparation
 - Fill selection, placement and compactions
 - Soil parameters for underdrain design

Cost

The cost to provide the scope of services is a LIMITING AMOUNT fee of \$9,049.00. Attachment 2 documents our detailed scope of services and fees. (Our fees will be billed based on the actual units of work performed and the unit rates shown on Attachment 2; however, we will not exceed the limiting amount without your authorization.). This fee includes an electronic copy of our report emailed to you.

Schedule

Our schedule to complete the work will be about 8 weeks from your written notice to proceed. If requested, verbal recommendations can be provided after the field investigation is completed. Our schedule is highly dependent on Sunshine 811 and the utility providers/locators clearing the soil boring locations within the allotted 48-hour time frame.

Authorization

You may confirm your authorization to proceed by completing the attached Professional Services Agreement and returning a copy to us.

Upon your acceptance of this proposal, please forward current property contact information so we can coordinate access to the site for our field activities.

Limitations

This proposal is subject to the following limitations:

- The site will be accessible to the drilling equipment assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary
- We assume no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call
- Assessment of environmental contamination at the site is not included
- This proposed exploration is not intended to be an evaluation for sinkhole potential
- This fee proposal will remain in effect for 90 days. If you require more than 90 days to authorize us to proceed, we request that we be allowed to review our proposal to adjust our cost estimate, if necessary.

Closure

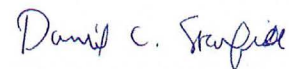
GEC appreciates the opportunity to submit this proposal. If you have any questions regarding this proposal, or if we can be of further assistance, please contact the undersigned.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.



Ryan J. Petersen, E.I.
Project Engineer



Daniel C. Stanfill, P.E.
Senior Engineer

ATTACHMENTS



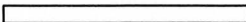
January 2024

S TREMAIN ST UNDERDRAIN PROJECT

City of Mount Dora

SCALE

0.045

 Miles

ATTACHMENT 2
Geotechnical Scope of Services and Fee Estimate
'S. Tremain St Underdrain Project
Mount Dora, Florida
GEC Proposal No. 11700G

ITEM	QUANTITY	UNIT	UNIT RATE	COST	NOTES
FIELD SERVICES					
Truck Rig Mobilization	1	EACH	\$725.00	\$725.00	
Field Permeability (0 – 10 ft) – Truck	1	EACH	\$450.00	\$450.00	
Direct Push Well Materials	20	FOOT	\$35.00	\$700.00	2 @ 10ft
Well Completion (above ground)	2	EACH	\$350.00	\$700.00	
MOT Portable Safety Signs	1	DAY	\$65.00	\$65.00	
SPT Borings – Truck (0 - 50')	20	FOOT	\$19.00	\$380.00	2 @ 10ft
FIELD SERVICES TOTAL COST				\$3,020.00	
LABORATORY SERVICES					
Natural Moisture Content	2	EACH	\$20.00	\$40.00	
Percent Fines	4	EACH	\$55.00	\$220.00	
Organic Content	1	EACH	\$54.00	\$54.00	
Atterberg Limits (Plastic & Liquid Limits)	1	EACH	\$140.00	\$140.00	
LABORATORY SERVICES TOTAL COST				\$454.00	
PROFESSIONAL SERVICES					
Senior Engineer	4	HOUR	\$255.00	\$1,020.00	
Engineer Intern	12	HOUR	\$125.00	\$1,500.00	
Senior Engineering Technician	16	HOUR	\$135.00	\$2,160.00	
CADD/GIS Specialist	4	HOUR	\$150.00	\$600.00	
Contract Coordinator	1	HOUR	\$125.00	\$125.00	
Secretary	2	HOUR	\$85.00	\$170.00	
PROFESSIONAL SERVICES TOTAL COST				\$5,575.00	
TOTAL COST ESTIMATE				\$9,049.00	



Proposal No.: 11700 Proposal Date: January 29, 2024

Project Name: S. Tremain St. Underdrain Project

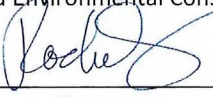
Project Location: Mount Dora

Type of Services: Limiting Amount Fee: \$9,049.00

Both parties warrant and represent that they have full authority to execute this agreement. Both parties have accepted the terms and conditions as presented in the Proposal and as stated in this Professional Services Agreement.

Accepted this _____ day of _____, 2024

Geotechnical and Environmental Consultants, Inc. (GEC)

By: 
Signature

Rachel F. André, P.E.
Printed Name

President
Title

Client

By: _____
Signature

Printed Name

Title

TERMS AND CONDITIONS

- PAYMENT TERMS:** Unless otherwise specified in the proposal, invoice payments are due within 10 days of date of invoice. GEC reserves the right to stop work on any project, when any invoice becomes past due, until Client's account is current. Past due invoices will be subject to a service charge of 1.5% per month. Should it become necessary for GEC to retain the services of legal counsel or a collection agency to collect past due accounts, Client agrees to bear all costs of collection, including but not limited to reasonable Attorney's Fees, Court Costs, Filing Fees, and agrees to a non-jury trial in Orange County, Florida.
- OBLIGATION TO PAY:** GEC does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for GEC's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.
- STANDARD OF CARE:** GEC will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same locality at the same time under similar conditions. No other warranty, expressed or implied, is made or intended by our proposal or by our oral or written reports.
- LIMITATION OF LIABILITY:** GEC's liability for damages due to an error, omission, or other professional negligence will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater.
- INDEMNIFICATION:** Client shall indemnify and hold GEC harmless for any losses or damages caused by the negligent acts of Client or other consultants employed by Client. GEC shall indemnify and hold Client harmless for any losses or damages to the extent caused by the negligent acts of GEC, subject to the limitations in paragraph 4.
- THIRD PARTY RELIANCE:** The services under this agreement are being performed for the Client's exclusive use. GEC assumes no responsibility for third party use of or reliance on GEC's findings, opinions, conclusions, or recommendations unless such use or reliance is authorized in writing by GEC.
- DISCLOSURES BY CLIENT:** Client shall provide GEC all information that is known or suspected by Client which may be reasonably necessary for completion of the services to be performed by GEC. Such information includes records of environmental assessment activities undertaken at the project site, locations of buried utilities, and any hazardous substances known or suspected to exist on site or adjacent property prior to the commencement of services on a project, or at any time thereafter when new information becomes available to the Client. Client shall provide prompt, full and complete disclosure to GEC of information that could pose potential hazardous conditions or risk to the health or safety of GEC's employees, agents, and subcontractors.
- RIGHT OF ENTRY:** Client grants to GEC right of entry to the project site by GEC, its employees, agents, and subcontractors in order to perform the services under this agreement. If

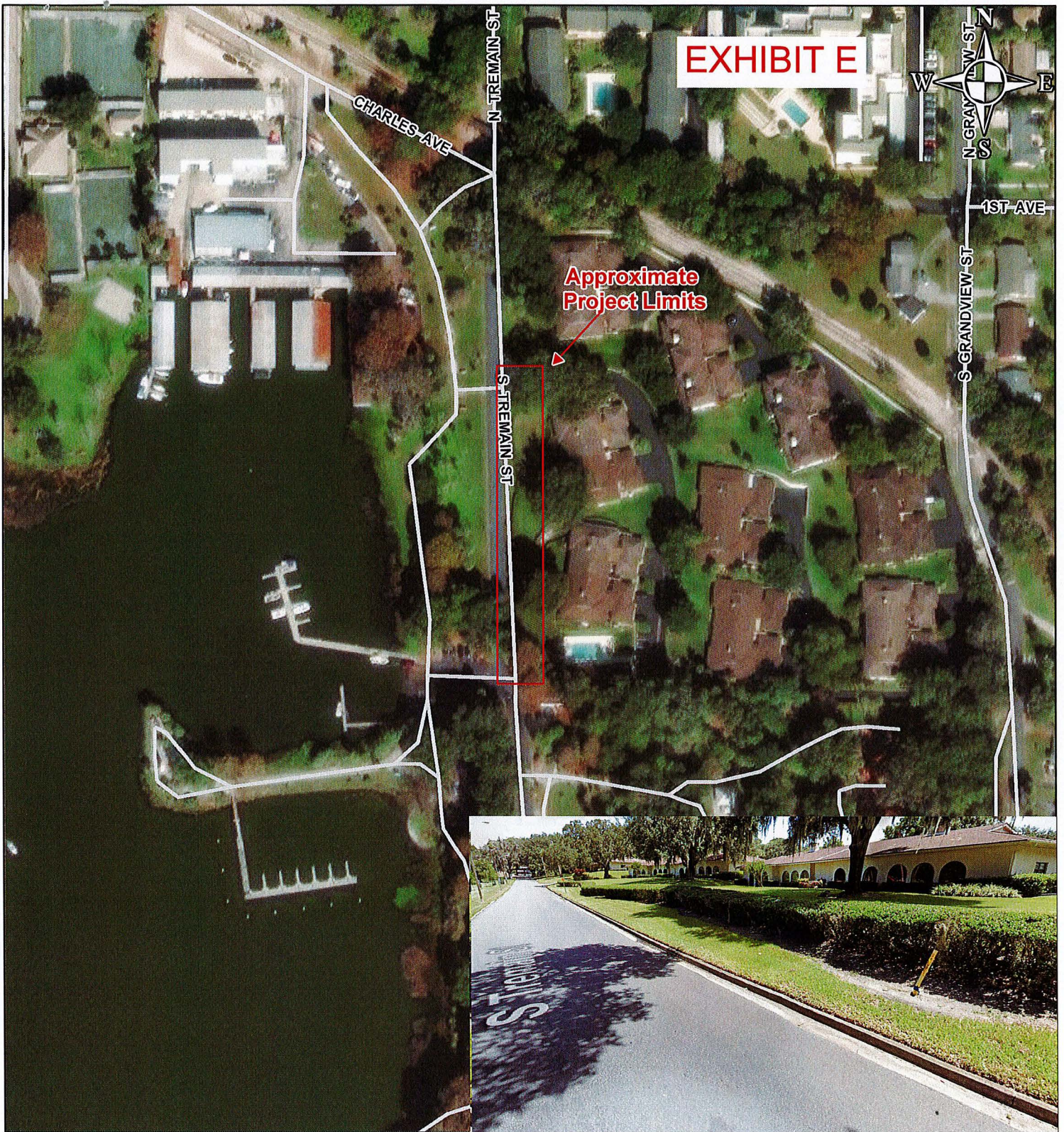
Client does not own the project site, Client warrants and represents to GEC that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to GEC.

Reasonable precautions shall be taken by GEC to minimize damage to the project site from GEC's activities and use of equipment. Client recognizes that the performance of the services included in this agreement will cause alteration and damage to the site. Client accepts the fact that this is inherent in the work and will not look to GEC for reimbursement or hold GEC liable or responsible for any alteration or damage required to perform our scope of work. Should Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage.

9. **UNANTICIPATED HAZARDOUS CONDITIONS:** Hazardous substances may exist at a site where there is no reason to believe that they could or should be present. GEC and the Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition and would require a renegotiation of the scope of work or termination of services. GEC and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for GEC to take immediate measures to protect health and safety. GEC agrees to notify Client as soon as practicable should unanticipated or suspected hazardous substances be encountered. Client encourages GEC to take any and all measures that, in GEC's professional opinion, are justified to preserve and protect the health and safety of GEC's personnel and the public. Client agrees to compensate GEC for the additional cost of such protective measures.
10. **HANDLING OF HAZARDOUS SAMPLES:** In the event that obtained samples or materials contain, or are suspected to contain, hazardous substances as defined by federal, state, or local criteria, GEC will, after completion of testing, (1) return such samples and materials to the Client or owner, or (2) using a hazardous materials manifest signed by the Client, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of hazardous materials. Client shall assume all potential liability as generator of the waste, including liability under CERCLA for "arranging" for the disposition of the hazardous substances.
11. **CONFIDENTIALITY:** Subject only to the exceptions set forth herein GEC agrees to maintain the confidentiality of all information collected in the performance of the services. GEC shall release such information only to the Client or the Client's authorized representative, its employees and subcontractors in the performance of their services, or to persons designated by the Client to receive such information. GEC shall instruct its employees and subcontractors to maintain the confidentiality of the information. When required by law,

rule, or canon of professional ethics, it shall be GEC's responsibility to report certain findings to the appropriate regulatory agency. Client agrees to hold GEC harmless for any damages resulting from GEC's disclosure which GEC believed to be required by law or canon of professional ethics.

12. **TERMINATION:** This agreement may be terminated by GEC or Client upon receipt of seven (7) days written notice. GEC shall be paid for services rendered to the date of termination.
13. **CORPORATE ENTITY:** The Client acknowledges that GEC is a corporation and **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, GEC IS THE SOLE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL, EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**
14. **PRIORITY OVER FORM AGREEMENTS:** Client agrees that these terms and conditions shall govern and supersede any form agreements signed by GEC and/or Client such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client as a matter of convenience without altering any of the terms or conditions herein.
15. **SURVIVAL:** All provisions of this agreement for indemnity or allocation of responsibility or liability between Client and GEC shall survive the completion of the services and the termination of this agreement.
16. **SEVERABILITY:** In the event that any provision of this agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
17. **ASSIGNMENT:** This agreement may not be assigned by either party without the prior permission of both.
18. **ENTIRE AGREEMENT:** This Agreement, including referenced Proposal, represents the entire agreement and understanding between Parties. This Agreement is to be Governed and Construed in accordance with the laws of the State of Florida, and the venue for any legal proceedings shall be Orange County, Florida. GEC hereby gives notice that it objects to the inclusion of any different or additional terms proposed by the Client. In the event of a conflict between the provisions of this document and any other document, this Agreement shall prevail.



January 2024

S TREMAIN ST UNDERDRAIN PROJECT

City of Mount Dora

SCALE

0.045

Miles



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

DATE: July 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with DRMP, Inc. for Design of Underdrainage on Donnelly Street at the Mount Dora Welcome Sign.

Introduction:

This is a request for Council to approve a task authorization with DRMP, Inc. for design of underdrainage on Donnelly St. for pavement protection near the Mount Dora welcome sign.

Discussion:

The pavement on Donnelly Street located between the Waterman Village golf cart bridge and the "Welcome to Mount Dora" monument sign has deteriorated due to groundwater seepage through the road bed. Our continuing professional services firm for drainage design, DRMP, Inc., will investigate the groundwater conditions and prepare construction plans for an underdrain system. The system will be designed to lower the groundwater to a level sufficiently below the road base to prevent further degradation of the roadway. Underdrain installation is planned to occur in Fiscal Year 24/25 following budget approval this October.

When the groundwater is high, water emerges to the surface through cracks in the pavement and the roadside stays wet and muddy.

It is anticipated that the time necessary for DRMP to complete this assignment will exceed the time remaining on their current contract. Staff will present a contract extension agreement specific to this project for Council approval prior to the present October 4, 2024, contract expiration date.

Budget Impact:

Funds for this design assignment in the amount of \$40,403.00 are available now under GL #440-1540-538-4601.

Funds for underdrain construction are recommended for approval in the Fiscal Year 24/25 capital improvement plan to be adopted later this year.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve a task authorization with DRMP, Inc. for design of underdrainage on Donnelly Street for pavement protection near the Mount Dora welcome monument sign.

Attachment(s):

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: GEORGE MAREK, Public Works Director
Rita Meade, Finance Director
Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 7/2/2024
Approved - 7/2/2024
Approved - 7/3/2024
Approved - 7/3/2024
Approved - 7/3/2024
Final Approval - 7/3/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between DRMP, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2018-172, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: N. Donnelly Street - Underdrain
Project Amount: \$40,403.00
Budget Account Number: #440-1540-538-4601
City Project Manager: Johnny Reynolds
Contractor: DRMP, Inc.
Contractor Project Manager: Deshon Fox, P.E.

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

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

Contractor's scope of work, sub-contractors, schedule, and compensation details are attached.

Recommended By:

Print: George Marek

Date: 6/5/2024

Signature: 

Reviewed By:

Print: Johnny Reynolds

Date: 6/5/24

Signature: 

CONTRACTOR ACCEPTANCE

Print Name: **Deshon Fox**

Signature: **Deshon Fox**
Digitally signed by Deshon Fox
DN: cn=Deshon Fox, ou=DRMP Active
Users, dc=dmp1, dc=com
Date: 2024.06.05 14:37:42-0400

Date: **6/5/2024**

CITY APPROVAL

Print Name:

Signature:

Date:

Exhibit A – Scope of Work

The scope of work is according to the attached February 22, 2024 Proposal for Professional Services for the Donnelly Street Underdrain project.

Exhibit B – Sub-Contractors

SSMC surveying services
GEC Inc., geotechnical services

Exhibit C – Schedule



North Donnelly St Underdrain Project

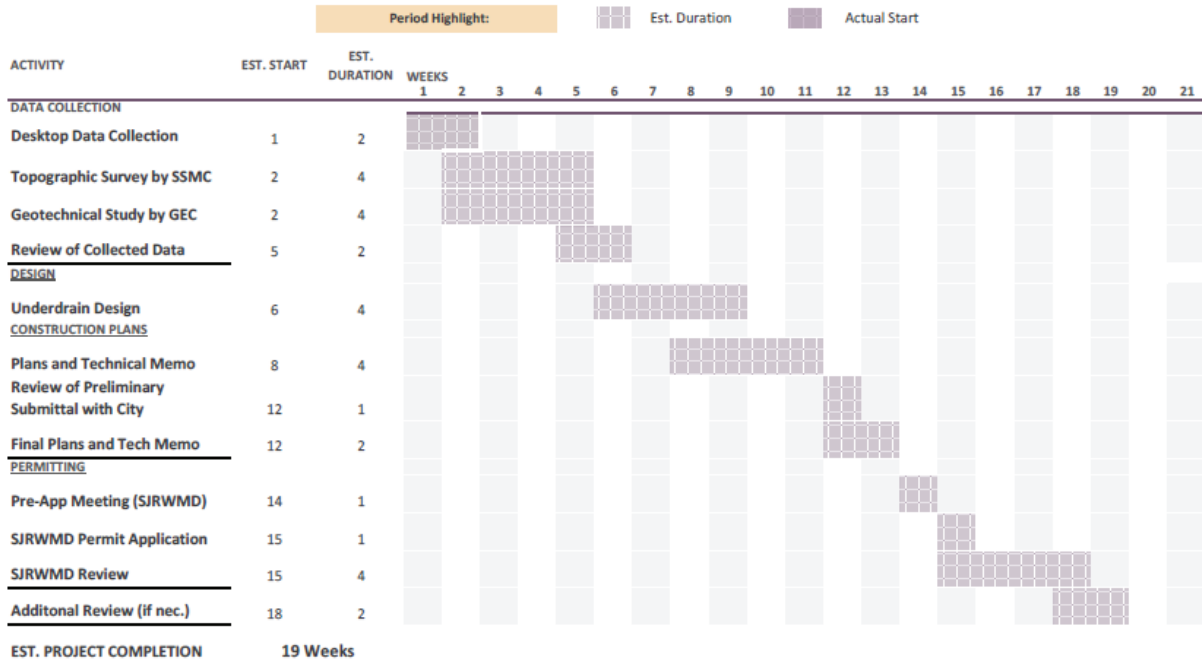


Exhibit D – Compensation

Compensation is according to the attached February 22, 2024 Proposal for Professional Services for the North Donnelly Street Underdrain project attached herewith.

Summary Fee Schedule

I	Data Collection and Due Diligence	Lump sum	\$ 2,320.00
II	Topographic Survey	Lump sum	\$ 2,974.00
III	Geotechnical Investigation	Limiting Amount	\$ 9,049.00
IV	Roadway and Stormwater Improvement Analysis	Lump sum	\$ 4,700.00
V	Construction Plans	Lump sum	\$ 6,220.00
VI	Permitting and Approvals	Lump sum	\$ 3,290.00
VII	Project Management and Coordination	Lump sum	\$ 3,750.00
VIII	Construction Phase Services	Lump sum	\$ 7,600.00
	Estimated Direct Reimbursable Expenses	Lump sum	\$ 500.00
	Total Fees		\$ 40,403.00

February 22, 2024

DRMP Job #: 301.1800012.0MK

George Marek
Director of Public Works
City of Mount Dora
Public Works & Utilities Department
900 N Donnelly St
Mount Dora, FL 32757

**Subject: Professional Engineering Services for
City of Mount Dora, Florida
North Donnelly Street
Work Order for DRMP Continuing
Professional Services Contract RFQ
#18-PW-009, dated May 7, 2018**

This Work Order Shall be incorporated in and become part of the Contract for professional Consultant Services between the City of Mount Dora (Client) and DRMP Inc. (DRMP), RFQ #18-PW-009, dated May 7, 2018 (Contract)

PROJECT UNDERSTANDING

DRMP is pleased to provide the Client the following proposal for professional services related to civil engineering designs to address road deterioration along the edge of a segment of road along North Donnelly Street. The segment of roadway is approximately 200ft long (See Exhibit C). The roadway deterioration appears to be caused by underground water that seeps into the subbase and asphalt layers of the roadway, which destabilizes the subbase layer leading to excessive cracks and unevenness at the surface of the roadway.

DRMP designs will incorporate an underdrain system to reduce the volume of groundwater ponding beneath the roadway edge along this segment of North Donnelly Street. Our services for this project will include Final Engineering designs with preparation of Construction Documents consisting of plans and details. Plans will be prepared over a topographic survey provided by a sub-consultant to DRMP. Services will not include permit assistance outside of construction approvals provided directly by the Client. Bid administration and construction administration are not included in this proposal; however, DRMP can provide these services upon request by the Client under a separate Work Order Agreement.

TASK I DATA COLLECTION AND DUE DILIGENCE

The scope of this task is to gain a better understanding of the existing conditions. The Client shall coordinate with DRMP to provide PDFs and electronic copies/file of all available permitted site and utility as-builts along the segment of North Donnelly identified in Exhibit C. for review during the due diligence phase of the project. Any issues discovered during this task that may impact scope and fees shall be discussed and negotiated with the Client prior to advancing to Task II.

In accordance with our project understanding and Mt. Dora design requirements, the Due Diligence will include the following:

- Site visit to review existing conditions and take photographs of the site and surrounding area



- Consultation with Client staff to gain a better understanding of the history of the area with regards to surface drainage patterns, surface drainage impacts and ground water seepage.
- Review geotechnical report provide by others (sub to DRMP)
- Review topographic survey provided by others (sub to DRMP)
- Review available soil GIS information from NRCS
- Review available stormwater inventory and utility information provided by Client

Lump Sum Fee for Task I – \$2,320.00

TASK II TOPOGRAPHIC SURVEY

SSMC will provide topographic survey services for this project as a sub-consultant to DRMP. We do not anticipate requiring Subsurface Utility Engineering Services (SUE); however, should the need for SUE services arise, we will seek to have SSMC provide those services as a sub to DRMP. Please refer to Exhibit D for a detailed scope and fee for this task.

Lump Sum Fee for Task II – \$2,974.00

TASK III GEOTECHNICAL INVESTIGATIONS

GEC, Inc will provide geotechnical investigation for this project as a sub-consultant to DRMP. These services will generally include borings to estimate the seasonal high groundwater elevations and soil profiles along the project alignment. Additionally, pavement cores will be collected to assist in decision making about proposed roadway pavement design. Please refer to Exhibit E for a detailed scope and fee for this task.

Limiting Amount for Task III – \$9,049.00

TASK IV ROADWAY AND STORMWATER IMPROVEMENTS ANALYSIS

DRMP will consider roadway and stormwater improvements to the segment of roadway along North Donnelly identified in Exhibit C. Existing pavement type and cross-slopes will be evaluated for potential milling and resurfacing and subbase repair (as required). The cause of the ground water seepage that is destabilizing the pavement sub-base and surface materials will be identified and pavement repair options evaluated. Stormwater conditions will be evaluated to include spread analysis, ground water intrusion analysis and surface flow patterns.

DRMP will document the design methodology and analysis in a brief roadway improvement report.

Lump Sum Fee for Task IV – \$4,700.00

TASK V CONSTRUCTION PLANS

Construction Plans will include:

- **Cover Sheet** — for civil work only, as dictated by local practice.
- **Civil General Notes** — for civil work only, as dictated by local practice.
- **Existing Conditions and Demolition Plan** — based on survey provided by others (sub to DRMP) will show demolition of existing roadway surfacing and base material (as required) that are required to be removed to allow for the improvement and rehabilitation of segments of structurally compromised roadway.
- **Geometry, Signing and Marking Site Plan** — will include replaced striping as required and plan view dimensions showing horizontal layout of proposed paving and other improvements. The plan will include horizontal control information sufficient for construction staking.



- **Paving, Grading and Drainage Plan** — will include site grading showing the means to control site runoff and conveyance to existing storm inlets or existing stormwater detention areas as applicable. **Per our Project Understanding, a formal stormwater management system is not assumed to be required nor is one being proposed.**
- **Storm Water Pollution Prevention Plan and Details** — will include pertinent drainage and erosion / sediment control information for the construction of the project as required.
- **Profile and Cross Sections** — will include profile view along proposed roadway segment showing both existing and proposed grades. Will also include cross sections across a segment of roadway showing both existing and proposed grades.
- **Civil Construction Details** — will consist of site development details, typical for Florida and for projects within Mt. Dora.

DRMP will compile a construction plan set (11" x 17") for the Client to provide to a Contractor for construction. Construction plans will be submitted and reviewed by Client personnel at the preliminary and final levels of completion. DRMP will also provide estimates of construction cost with the final construction plan submittal. DRMP will meet (meetings may be online) with Client staff to discuss review comments and incorporate modifications into drawings.

Maintenance of Traffic (MOT) will be handled with notes directing the Contractor to follow guidance from the FDOT and to provide a MOT plan to the Client for review prior to construction.

The deliverable for this task is as follows:

1. *Electronic submittal of preliminary and final construction plans, cost estimate and design technical memorandum*
2. *Three (3) copies of 11" x 17" plan sets*

Lump Sum Fee for Task V – \$6,220.00

TASK VI PERMITTING AND APPROVALS

DRMP anticipates the submittal applications for this assignment/ Construction plans will be submitted to the Client for review and approval. The proposed project is anticipated to qualify for an exemption with the SJRWMD. DRMP will coordinate with the District and request an exemption for the project. No other permit effort is included in this task. Should additional permitting outside of Client approval and a permit exemption from the SJRWMD be required, such effort shall be treated as additional services.

No permit fees are included with our fee estimates for this task. The Client shall be responsible for payment of all regulatory permitting fees directly to the permitting agency.

Lump Sum Fee for Task VI – \$3,290.00

TASK VII PROJECT MANAGEMENT AND COORDINATION

The scope of this task is to meet and coordinate with the Client and their consultants to facilitate the design of the project, preparation of construction drawings and applying for review and permits / permit exemptions. DRMP assumed up to three (3) meetings, lasting up to one (1) hour each with the Client. Additionally, in order to ensure consistency amongst the plan elements, meet project schedule deadlines, provide QA/QC and ensure effective communication with the Client, and this project's team members, this task includes time for overall project management, scheduling, sub-consultant coordination and quality assurance reviews. Should this work effort exceed the estimated amount the Client will be notified, and additional fees shall be negotiated.

Lump Sum Fee for Task VII — \$3,750.00



TASK VIII– CONSTRUCTION SERVICES

The scope of this task is to provide construction phase services, including bidding assistance, civil related shop drawing reviews, review site work and geo-technical testing and inspection reports as they pertain to civil, site visit observation at appropriate stages of construction, assisting Client with pay request for civil items, review all civil related request for information (RFI) from the Contractor and certifications.

Bidding Assistance

DRMP shall assist the Client in the evaluation of the bids and the awarding of the contract. This task specifically includes supplying a CD or USB with the civil technical specifications and site construction plans in PDF format, one set of unbound civil technical specifications to the Client for plans reproduction and advertisement. Attending one pre-bid conference to answer the contractor's questions and reviewing and responding to three (3) RFI and Bid Addenda. Reviewing site work portions of bids and make recommendations. The Client is responsible for the bid advertisement, plan distribution, bidders list, bid tabulation and selection.

Construction Administration

DRMP shall coordinate with the Client and Design Team during construction of the project. DRMP shall be available on request up to the indicated fee limits to address construction issues when they arise, provide reasonable minor revisions to documents and make and perform site visits during the construction phase at the discretion of the Client.

To assist the Owner, DRMP shall perform the following construction administration services:

- Attend one (1) virtual pre-construction meeting coordinated by the Client, to clarify issues as necessary and assist with project kick-off and scheduling.
- Attend construction progress virtual meetings as requested, up to the fee indicated below. For budgeting purposes, we have estimated attending two (2) virtual OAC meetings at one (1) hour each.
- Conduct shop drawing reviews associated with the submittal requirements of the specifications prepared by DRMP. We have included one (1) review and one (1) re-review for each shop drawing submittal. The second re-review of rejected shop drawings will be Additional Services.
- Review all site work and geotechnical testing and inspection reports provided by an independent testing and inspection agency (contracted by Client). DRMP shall notify the Client in case of any noted deficiencies or improper materials varying from the drawings and specifications prescribed within the construction documents associated with the civil/site design.
- We shall assist the Client in reviewing pay requests for civil/site work items.
- Review written RFIs issued by the Contractor. Addenda required by a need for construction document clarification to our scope of services shall be completed under this task. The City requires submittals and approvals on any field / construction changes to the plans. For RFI's requiring plan revisions, we have budgeted for two (2) Field Change and one (1) site plan revision submittal during construction. If Site Plan revisions are required after Construction Document completion and Owner approval resulting from any change in site condition or revision to plans by the Owner, reviewing agency, contractor or co-consultant, such revisions shall be prepared as additional services.
- We shall prepare a punch list at the completion of construction and participate in a final punch list review with the Client. Once all punch list items have been addressed to the Owner's and DRMP's satisfaction, we shall issue certifications for all items covered in this scope of services.

Construction Observations, Record Drawings and Certifications

A condition of the permits will require that prior to acceptance, the agencies must receive an engineer's certification that construction has been completed in substantial compliance with the approved plans with supporting record drawings. DRMP can provide these certifications and record drawings; however, in order to submit this



certification, it is necessary that representatives of DRMP be present during certain critical periods of the construction process, and that the contractor provide a certified as-built survey.

DRMP anticipates up to a total of three (3) site visits during construction for the following items, which the City requires be observed:

- Road repairs – periodic and final inspections of subgrade (as necessary), base (as necessary), and pavement during construction
- Walkthroughs – during substantial and final completion walkthroughs with the City

If there are unanticipated construction related problems or a requirement to re-test any facilities, the fee related to that effort would be handled as Additional Services. This proposal assumes certifying the project in one phase. If the project is to be certified in multiple phases, then additional services will be required.

Also included in this task is preparing record drawings for submittal to the County and SJRWMD as required. DRMP shall coordinate with the contractor to prepare Record drawings as required by the regulating agencies. The contractor shall be responsible for becoming familiar with the permitting entity requirements for record drawings and provide DRMP with the required information. DRMP shall be responsible for reviewing the final red line drawings as submitted by the Contractor. DRMP shall return the red lines to the Contractor to electronically input the red line revisions into the plan set. Once the electronic version is completed by the Contractor, DRMP will again review the electronic version. The Contractor shall provide the Client and DRMP with the electronic documentation in AutoCAD format along with the necessary copies of the as-built drawings signed and sealed by a surveyor registered in the State of Florida. Finally, DRMP will submit the record drawings with letters and forms certifying completion to the above-mentioned permitting entities.

Lump Sum Fee for Task VIII – \$7,600.00

ADDITIONAL SERVICES (Not part of this contract)

If the Client desires to change or expand upon these services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to further work on the project. Renegotiation may be required for any of the following reasons:

- Revisions to the site plan after its initial approval by the Client due to changes requested by Client.
- ADA/DRI, concurrency, traffic or other special studies.
- Additional engineering design or permitting specifications beyond specifically addressed.
- Design and permitting of stormwater treatment facilities.
- Boundary, topographic, tree surveying, platting or easements.
- Geotechnical or hazardous materials investigating and reporting.
- Landscape, hardscape or irrigation design.
- Site lighting or electrical design.
- Archaeological studies, reviews or permitting.
- Fencing, wall or structural design or permitting.
- Additional meetings beyond those specifically addressed.
- Permitting fees.
- Items not included in the above Project Understanding or Scope of Services.

SCHEDULE

DRMP is available to commence work immediately upon receipt of a NTP and will coordinate with the Client on a final schedule showing the projected tasks and milestones to accomplish the work.

COMPENSATION SUMMARY AND TERMS



The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein:

Scope of Service			
Design and Permitting Task		Terms	Fee
I	Data Collection and Due Diligence	Lump Sum	\$ 2,320.00
II	Topographic Survey	Lump Sum	\$ 2,974.00
III	Geotechnical Investigation	Limiting Amount	\$ 9,049.00
IV	Roadway and Stormwater Improvements Analysis	Lump Sum	\$ 4,700.00
V	Construction Plans	Lump Sum	\$ 6,220.00
VI	Permitting and Approvals	Lump Sum	\$ 3,290.00
VII	Project Management and Coordination	Lump Sum	\$ 3,750.00
VIII	Construction Phase Services	Lump Sum	\$ 7,600.00
	Estimated Direct Reimbursable Expenses	Time and Materials	\$ 500.00
Total Fees			\$ 40,403.00

The above fees for the Scope of Services total \$40,403.00 and will be performed per the terms stated above. Direct expenses and production costs will be billed at cost. Additional services or meetings, other than described above, upon request of the Owner will be invoiced hourly, consistent with Exhibits "A" and "B". Exhibit "C" is the sub-consultant survey services proposal. Exhibit "D" is the sub-consultant geotechnical services proposal. All Exhibits - "A", "B", "C", "D" and "E"- are hereby incorporated into this letter of Agreement.

ACCEPTANCE

Your acceptance of this proposal may be indicated by signing in the space provided at the end of the proposal. The authorized proposal will serve as the basis of your authorization and our contractual agreement to proceed with the scope of services outlined in this proposal.

We appreciate the opportunity to provide you with this proposal. Should you have any questions regarding the contents of this proposal or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

This Scope of Services and Fee Schedule are hereby submitted by:

Sincerely,
DRMP, Inc.

Deshon Fox, P.E.
Division Manager

February 22, 2024
Date

This Scope of Services and Fee Schedule as authorized above is hereby accepted by:

City of Mt. Dora

George Marek, P.E.

Date



Director of Public Works

Attachment(s): Exhibit "A" – Fee Schedule
 Exhibit "B" – Hourly Rate Schedule
 Exhibit "C" – Approximate Project Limits
 Exhibit "D" – SSMC surveying services proposal
 Exhibit "E" – GEC Inc., geotechnical services proposal



Exhibit "A"
Effective February 27, 2023

Administrative/Office Support	Rate	Environmental	Rate
Administrative Support I	\$75.00	Environmental Scientist I	\$80.00
Administrative Support II	\$85.00	Environmental Scientist II	\$90.00
Senior Administrative Support	\$120.00	Environmental Scientist III	\$115.00
Senior Administrative Supervisor	\$145.00	Chief Environmental Scientist	\$130.00
Administrative Department Manager	\$215.00	Senior Ecologist	\$210.00
Reproduction Support	\$95.00	GIS	
Information Systems I	\$95.00	GIS Technician	\$65.00
Information Systems II	\$155.00	GIS Analyst I	\$80.00
Graphic Design		GIS Analyst II	\$95.00
Graphic Designer I	\$90.00	GIS Analyst III	\$145.00
Graphic Designer II	\$155.00	GIS Project Manager	\$140.00
Technical Writing		GIS Senior Project Manager	\$185.00
Technical Writer I	\$75.00	Geomatics / Survey & Mapping	
Technical Writer II	\$120.00	2-Person Survey Crew	\$170.00
Engineering		3-Person Survey Crew	\$220.00
Engineering Technician I	\$85.00	4-Person Survey Crew	\$260.00
Engineering Technician II	\$125.00	Survey Technician I	\$105.00
Engineer I	\$110.00	Survey Technician II	\$115.00
Engineer II	\$120.00	Survey Technician III	\$120.00
Engineer III	\$170.00	Surveyor IV (PSM/PLS)	\$150.00
Engineer IV (PE)	\$205.00	Surveyor V (PSM/PLS)	\$180.00
Senior Engineer I (PE)	\$235.00	Surveyor VI (PSM/PLS)	\$220.00
Chief Engineer II (PE)	\$265.00	Surveyor VII Chief	\$275.00
Planning		LiDAR (Remote Sensing)	
Planner I	\$110.00	Mobile LiDAR Daily Rate (Equipment)	\$4,500.00
Planner II	\$120.00	Unmanned Autonomous System UAS Operator	\$155.00
Senior Planner I	\$140.00	Unmanned Autonomous System UAS Technician	\$95.00
Senior Planner II	\$170.00	UAS LiDAR Daily Rate (Equipment)	\$1,500.00
CEI		Ground Penetrating Radar (GPR) Services	
Inspector I	\$65.00	GPR Technician	\$120.00
Inspector II	\$80.00	2-Person GPR/Concrete Imaging Crew	\$185.00
Senior Inspector I	\$95.00	Subsurface Utility Engineering (SUE)	
Senior Inspector II	\$110.00	1-Person Utility Designate	\$120.00
Specialist (Materials, Contract, IT, etc.)	\$125.00	2-Person Utility Designate/Locate Crew	\$185.00
Project Administrator I	\$140.00	3-Person Vacuum Excavation SUE Crew	\$240.00
Project Administrator II	\$160.00	4-Person Vacuum Excavation SUE Crew	\$285.00
Inspection Manager	\$190.00	SUE Manager	\$180.00
Resident Engineer	\$225.00	Senior SUE Manager	\$220.00
NBIS - Bridge Inspection		Utility Locate Coordinator	\$150.00
NBIS Engineer	\$225.00	Senior SUE Tech	\$120.00
NBIS Team Leader	\$165.00	Management	
NBIS Team Member	\$90.00	Project Manager I	\$210.00
Public Relations		Senior Project Manager I	\$250.00
Public Relations I	\$120.00	Senior Project Manager II	\$325.00
Expert Witness		Supervising Engineer	\$235.00
Expert Witness Research	\$215.00	Department Managers I	\$215.00
Expert Witness Testimony	\$325.00	Department Managers II	\$250.00
Designers		Division Managers I	\$275.00
Designer I	\$145.00	Division Managers II	\$325.00
Designer II	\$160.00	Principals	\$405.00
Designer III	\$170.00		

I. GENERAL CONDITIONS

- A. The proposal set forth in the attached letter agreement between DRMP, Inc. (the "CONSULTANT") and the client listed on page 1 thereto (the "CLIENT") shall be valid for the CLIENT'S acceptance for a period of forty-five (45) calendar days from the date the Consultant executes such letter agreement (the letter agreement, Exhibit "A" and this Exhibit "B" are collectively referred to as the "AGREEMENT" and the letter agreement is sometimes referred to herein as the "Scope of Services").
- B. The AGREEMENT may be terminated at any time, without cause, by the CLIENT or the CONSULTANT upon seven (7) days prior written notice. In the event this AGREEMENT is terminated by either party or the services to be provided under the AGREEMENT by the CONSULTANT are suspended, canceled, terminated or abandoned by the CLIENT, the CONSULTANT shall be compensated by the CLIENT for all professional services provided up to the effective date of suspension, termination, cancellation or abandonment, plus all reimbursable expenses incurred by the CONSULTANT.
- C. It is understood and agreed that the CONSULTANT'S services under this AGREEMENT are limited to providing consulting services to the CLIENT and do not include participation in, supervision of, or control over the operation of any aspect of the CLIENT'S project (the "PROJECT"). Compensation payable to the CONSULTANT hereunder does not include any amount for participating in, supervising of or controlling the PROJECT.
- D. All original work product, including original documents, electronic files, tracings, field notes, calculations, etc., prepared by the CONSULTANT in connection with this AGREEMENT in whatever form, including written documents, electronic files, etc., shall be and remain the exclusive property of the CONSULTANT. The CONSULTANT assumes no responsibility or liability for any third party use of or reliance on the CONSULTANT'S findings, opinions, conclusions, recommendations, designs or other work product.
- E. In accepting and utilizing any drawings, data or other work product prepared in connection with the AGREEMENT (for purposes of this paragraph, the

"Work Product") on any form of electronic media generated and provided by the CONSULTANT, the CLIENT covenants and agrees that all such Work Product shall be and remain the exclusive property of the CONSULTANT, who shall retain all common law, statutory law and other rights, including copyrights, therein.

The CLIENT and the CONSULTANT agree that any CADD files prepared by either party shall conform to the specifications listed in the Scope of Services. Any electronic files submitted by the CONSULTANT to the CLIENT shall be reviewed promptly by the CLIENT and the CLIENT shall notify the CONSULTANT of any defects found in such electronic files within twenty-one (21) days after delivery thereof to the CLIENT. Any defects the CLIENT discovers during this period will be reported to the CONSULTANT and will be corrected as part of the Scope of Services to be performed by the CONSULTANT. However, the correction of any defects detected and reported to the CONSULTANT by the CLIENT after the above twenty-one (21) day period will be considered "Additional Services" pursuant to the letter agreement, for which a separate fee will be negotiated (as set forth in the letter agreement).

The CLIENT agrees not to use any Work Product, in whole or in part, for any purpose or project other than in connection with the PROJECT. In addition, the CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes or reuse of the Work Product (i) in connection with any project other than the PROJECT, or (ii) by any party other than the CONSULTANT.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the CONSULTANT harmless from any damage, expense, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made to the Work Product by anyone other than the CONSULTANT or from any reuse of, or unauthorized use of, such Work Product.

Under no circumstances shall transfer of the CONSULTANT'S Work Product, drawings and data on electronic media for use by the CLIENT be deemed a sale of such materials by the CONSULTANT, and the CONSULTANT makes no warranties, either express or

implied, of merchantability and fitness for any particular purpose in connection with such materials.

- F. If, under this AGREEMENT, professional services are provided by the CONSULTANT during the construction phase of the PROJECT, the CLIENT acknowledges that the CONSULTANT shall not be responsible for or have control over the means, methods, techniques, sequences, or procedures, or safety precautions and programs, with regard to the work performed on the PROJECT; nor shall the CONSULTANT be responsible for any failure: (i) of any party to carry out any work on the PROJECT in accordance with the PROJECT's contract documents or to obtain construction permits, or (ii) of the CLIENT'S Contractor (the "CONTRACTOR") to comply with applicable laws, ordinances, rules or regulations.
- G. The CONSULTANT shall be entitled to rely upon any information provided by the CLIENT or authorized representatives of the CLIENT without having to verify the accuracy of such information.
- H. To the extent set forth in the Scope of Services, the CONSULTANT shall submit all plans, permits, etc., to regulatory agencies, and shall respond to reasonable requests for additional information from such agencies. However, the CONSULTANT cannot guarantee the actions of any entity or the outcome of any process or proceeding. The CLIENT acknowledges and agrees that its obligation to pay all amounts owed pursuant to the Agreement is absolute and shall not be dependent upon matters which are not in the CONSULTANT'S control, including but not limited to financing, approvals, PROJECT success, or third-party actions.
- I. Neither the CLIENT nor the CONSULTANT shall have any right to assign this AGREEMENT to any other person or entity, absent the prior written consent from the other party.
- J. In an effort to resolve any disputes, differences, claims or counterclaims that arise with respect to this AGREEMENT, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to the AGREEMENT shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise, and shall

constitute an express condition precedent in litigation. Mediation shall be conducted within sixty (60) days of the dispute first arising.

The CLIENT and the CONSULTANT further agree to use good-faith best efforts to include a mediation provision similar to the above provision in all of their agreements with independent contractors and consultants retained for the PROJECT and also to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

In the event of any dispute, difference, claim or counterclaim between the CONSULTANT and the CLIENT arising out of or in connection with this AGREEMENT, which is not resolved by the parties through mediation, any such matter shall be submitted to the Circuit court in and for Orange County, Florida, for trial and determination by the court sitting without jury. The parties hereby consent to the jurisdiction of such court, to exclusive venue in Orange County, Florida, and to the service of process outside the State of Florida (if applicable) pursuant to the requirements of such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial. The prevailing party in any such litigation shall be entitled to the reimbursement of reasonable attorneys' fees and taxable costs, including expert witness fees and costs. Notwithstanding anything herein to the contrary, CLIENT agrees to be joined in any proceeding (litigation, arbitration, or otherwise) in which CONSULTANT is a party if CLIENT's acts, omissions, or negligence is an issue.

- K. In the event that the CLIENT is not the record owner of the property covered by this AGREEMENT, the CONSULTANT may consider the CLIENT'S signature on the Agreement as evidence that the CLIENT has the property owner's permission and consent to enter into this AGREEMENT, and to be a party hereto. It shall be the CLIENT'S responsibility to inform the CONSULTANT of any change in ownership or change in any other circumstances that may affect the CONSULTANT'S ability to place a construction lien on such property if payment is not received by

the CONSULTANT according to the terms of this AGREEMENT. The CLIENT hereby acknowledges and agrees that the CONSULTANT'S services are professional services that shall be performed in the practice of CONSULTANT'S profession in connection with the specific parcel or parcels of real property referred to in this AGREEMENT and that CONSULTANT shall be entitled to a lien upon such real property for the money owing to CONSULTANT for such services pursuant to Section 713.03, Florida Statutes, or otherwise pursuant to law or equity.

- L. This AGREEMENT shall be governed by the laws of the State of Florida.
- M. Regarding the subject matter hereof, this AGREEMENT contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. The CLIENT agrees that this Agreement shall govern and supersede any form agreements delivered by the CONSULTANT and/or the CLIENT, such as client purchase orders or work orders, and that such forms may be issued by the CLIENT as a matter of convenience without altering any of the terms or conditions of this Agreement, unless such form has been signed on behalf of both the CLIENT and the CONSULTANT by an authorized representative.
- N. **In recognition of the relative risks and benefits of this Agreement to both the CLIENT and the CONSULTANT, the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and its subconsultants to the CLIENT and to all construction contractors and subcontractors on the PROJECT for any and all claims, losses, costs, and damages of any nature whatsoever or claimed expenses from any cause or causes (collectively "CLAIMS"), so that the total aggregate liability of the CONSULTANT and its subconsultants to all those named above shall not exceed the total fee received by CONSULTANT hereunder for services rendered pursuant to this Agreement. This paragraph shall apply to CLAIMS including, but not limited to claims based on negligence, professional errors or omissions, strict liability, or other tort claims, and breach of contractor warranty.**

In the event the CLIENT does not wish to limit the CONSULTANT'S professional liability as set forth in the paragraph above, the CONSULTANT agrees to increase the limitation on CONSULTANT'S aggregate liability for all claims to a maximum of \$1 million, but only upon receiving the CLIENT'S written request within ten (10) days after the date hereof and the payment by CLIENT of additional consideration of five percent (5%) of the CONSULTANT'S total fee pursuant to this Agreement or \$300.00, whichever is greater.

Notwithstanding anything to the contrary herein, in no event shall the CONSULTANT be liable to the CLIENT under this AGREEMENT or for services provided hereunder, under any claim or theory (including breach of contract or tort), for consequential, incidental, or punitive damages, including lost profits or loss of business, even if such damages were reasonably foreseeable.

- O. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.
- P. The CLIENT acknowledges that the CONSULTANT cannot control the cost of construction labor and materials or competitive bidding, and that market conditions fluctuate, and therefore the estimates of construction costs provided by the CONSULTANT will be made on the basis of the CONSULTANT'S experience and qualifications. As a result, the CONSULTANT does not guarantee the accuracy of any such estimates.
- Q. All provisions of this AGREEMENT relating to indemnity or allocation of responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services to be performed hereunder and the termination of this AGREEMENT.
- R. In the event that any provision of this AGREEMENT is found to be unenforceable under applicable law, the remaining provision(s) shall continue in full force and effect.

- S. In providing services under this AGREEMENT, the CONSULTANT is acting as an independent contractor and not as an agent or employee of the CLIENT.
- T. In the event that the CONSULTANT is obstructed or delayed in the prosecution or completion of its services under this AGREEMENT as a result of causes beyond the control of the CONSULTANT, including, but not restricted to, acts of God or of public enemy, acts of terrorism, acts of government or of the CLIENT, the property owner or any other person or entity, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then any milestones contained on any PROJECT schedule shall be extended by the length of such delay, plus any additional time required by the scheduling demands of any third party whose performance was rescheduled as a result of such delay.
- U. The CLIENT acknowledges that PROJECT schedules, if any, are provided by the CONSULTANT for informational and planning purposes only and are subject to change as the PROJECT progresses. The CONSULTANT does not guarantee any time frames.
- V. The CLIENT acknowledges that the CONSULTANT does not guarantee the success, as measured by the CLIENT, of the services of the CONSULTANT described herein. The CONSULTANT'S obligation hereunder is limited to using commercially reasonable efforts to perform the stated services. The CONSULTANT shall have no responsibility for outcomes or results dependent in whole or in part on decisions or actions of the CLIENT or third parties.

II. COMPENSATION TERMS

- A. Amounts due to the CONSULTANT under this Agreement shall be payable within thirty (30) days of CLIENT'S receipt of an invoice therefore. If full payment of an invoice is not received within sixty (60) days commencing on the date of the invoice, then CONSULTANT may, at its exclusive option, (i) charge CLIENT and, in such case, CLIENT shall pay, a service charge equal to one and one-half percent (1.5%) per month of the unpaid balance, which charge shall accrue from the date of the invoice until such balance is paid in full; (ii) the CONSULTANT may, without waiving any other claim or right against the CLIENT, suspend services under this AGREEMENT until the CONSULTANT has been paid in full all

amounts due CONSULTANT and/or any of its subconsultants and subcontractors; or (iii) the CONSULTANT may, without waiver of any other claim or right against the CLIENT, upon seven (7) days written notice, terminate this Agreement. Furthermore, the CLIENT agrees that the CONSULTANT shall not be held liable for any damages sustained by the CLIENT or others due to such suspension of services or termination of this Agreement. Suspension of services or termination of this Agreement shall not excuse CLIENT from its obligation to pay CONSULTANT all fees and expenses earned or incurred as of the date of suspension or termination, including interest charges at 1.5% per month.

- B. Fees set forth in this Agreement are for professional services only. Out-of-pocket expenses (such as reproduction, overnight mail, travel, meals, etc.) will be considered a direct reimbursable expense, and invoiced in addition to the fees indicated herein. These expenses will be invoiced as incurred, and may include, at CONSULTANT'S exclusive discretion, a handling charge markup of not to exceed ten percent (10%).
- C. Services to be billed hourly that are subject to a cap (as specifically identified in the Scope of Services) and time and materials tasks will be billed on an hourly basis as incurred monthly. Hourly rates utilized in the billing (for hourly and additional services) are set forth in Exhibit "A" (if applicable).
- D. Invoices shall be prepared monthly for Lump Sum Fee items (as set forth in the Scope of Services) based on the percent of work complete and costs incurred by the CONSULTANT.
- E. The CLIENT acknowledges that the proposal set forth in the letter agreement specifies a number of meetings or a specific meeting budget. All additional meetings, as requested by the CLIENT, will be invoiced pursuant to the CONSULTANT'S applicable hourly rates.
- F. All hourly rates and fees quoted in this AGREEMENT shall be effective for a period of twelve (12) months after the CLIENT'S execution of this AGREEMENT, after which time they may be revised by the CONSULTANT upon written notice to the CLIENT.

- G. This AGREEMENT shall become effective upon the CONSULTANT'S receipt from the CLIENT of a signed AGREEMENT and, if requested, a retainer. All retainer amounts will be applied to the CLIENT'S last invoice. A RETAINER OF \$____.00 IS REQUIRED BEFORE THE CONSULTANT WILL COMMENCE ANY SERVICES UNDER THE AGREEMENT.
- H. Subconsultant or subcontractor fees/expenses invoiced through the CONSULTANT may, at CONSULTANT'S exclusive discretion, include a handling and coordination markup. This markup will be no more than five percent (5%) for amounts greater than \$50,000.00; ten percent (10%) for amounts between \$20,000.00 and \$50,000.00; and fifteen percent (15%) for amounts less than \$20,000.00.
- I. It is understood that the CONSULTANT'S services to be provided under this AGREEMENT do not include any participation whatsoever in any litigation or negotiations. If at any time the CONSULTANT is requested to participate in litigation or negotiations, or to act as an expert witness, whether by the CLIENT or on its behalf, and the CONSULTANT agrees to do so, the CONSULTANT shall be paid by the CLIENT in advance if requested by CONSULTANT at the applicable hourly rate for the CONSULTANT'S time in preparation of and/or during testimony at a hearing, arbitration, or other official proceeding. In addition, the CLIENT shall pay all reasonable expenses of the CONSULTANT incurred in connection therewith. The amount due and payable to the CONSULTANT under this paragraph shall not be reduced for any reason including, but not limited to, settlement of the matter based on a pro-rata share of the monies in questions.

III. CLIENT RESPONSIBILITIES

- A. The CLIENT shall provide to the CONSULTANT all available and applicable information that is related

to the site and to the PROJECT that is in the CLIENT'S possession, or that may come into the CLIENT'S possession or knowledge including, but not limited to:

- Survey(s) (Boundary, Topo, etc.)
 - Legal Description & Title Information
 - Utilities Data/Plans
 - Environmental Studies/Data
 - Geotechnical Studies/Data
 - Previous Site consulting Plans/Studies
 - Previous Site Planning Sketches or Studies
 - Other Applicable Data/Information
 - Previously Prepared, Submitted or Approved Permits
 - Previously Prepared Development-Const. Cost Est.
 - Aerial Photography, if available
 - Reasonably suspected information or leads
- B. The CLIENT shall be responsible for the payment of all fees to government and review agencies.
- C. The CLIENT shall indemnify and hold the CONSULTANT harmless for any losses or damages caused by the negligent acts of the CLIENT, its employees or agents, but nothing herein shall obligate CLIENT to indemnify CONSULTANT for CONSULTANT'S own negligence.
- D. The CLIENT grants to the CONSULTANT right of entry to the PROJECT site by the CONSULTANT, its employees, agents, and subcontractors in order to perform the CONSULTANT'S services under this AGREEMENT. If the CLIENT does not own the PROJECT site, the CLIENT warrants and represents to the CONSULTANT that the CLIENT has the authority and permission of the owner of the PROJECT site and occupant of the PROJECT site (if applicable) to grant this right of entry to the CONSULTANT.



EXHIBIT "B"
Conditions of Agreement

Headquarters
941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

IV. The following information is necessary for the CONSULTANT to set its files up correctly. Please fill out and return at your earliest convenience.

1. Project Name for Invoicing:

2. Mailing Address:

Phone No.:

Fax No.:

E-Mail:

3. Invoices should be sent to the attention of:

4. Date invoices must be received by CLIENT:

5. Special invoice format required: ☐ Yes ☐ No (If yes, please forward to CONSULTANT)

6. Person(s) authorized to bind CLIENT contractually:

7. Are purchase orders required: ☐ Yes ☐ No

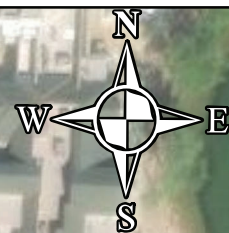
8. Name and contact address/phone number under which title of property is held:

9. Name/Entity of applicant for PROJECT permit applications (title, address, phone number):

10. Person to sign permit applications (title, address, phone number):



EXHIBIT C



Approximate
Project Limits



January 2024

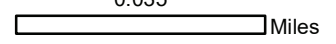
N DONNELLY ST UNDERDRAIN PROJECT

City of Mount Dora

July 16, 2024 City Council Regular Session Agenda Packet Revised

SCALE

0.035





June 4, 2024

VIA EMAIL: callen@drmp.com

Mr. Connor Allen , EI, SIT | **Project Engineer & Survey Analyst**
DRMP, Inc.
941 Lake Baldwin Lane
Orlando, Florida 32814
P: (407) 362-1275

RE: North Donnelly Street Topographic Survey
North Donnelly Street Mt Dora FL 32757
Section 19, Township 19 South, Range 27 East, Lake County, Florida

Dear Mr. Allen,

We are pleased to submit our proposal for Surveying Services on the above-referenced project. It is our understanding that DRMP, Inc. requires a Topographic Survey to support the design/construction of drainage improvements. The specific area is identified in Exhibit "B". We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

SCOPE OF WORK:

Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Show apparent Right of Way and lot lines.
4. Establish a minimum of **two (2)** site benchmarks.
5. Topographic coverage will be limited to the area shown in red on **Exhibit "B"**.
6. Locate wetlands line as flagged by the client Environmental Consultant if required.
7. Locate soil borings as established by the client's Geotechnical consultant if necessary.

Utility owners do not designate and mark their utilities as a result of contacting Sunshine 811 during the design phase. Therefore, Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from the Design Ticket.

DELIVERABLE

The final product will be three (3) certified prints and an electronic file for your use.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit "A"**.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by SSMC during the project.

PROJECT TIMELINE:

We anticipate the completion of the above-described work within twenty (20) business days after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

Topographic Survey:	\$2,974.00
----------------------------	-------------------

PAYMENT TERMS:

Payment is expected within thirty (30) days from the date of the invoice.

PAYMENT OPTIONS

SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

We look forward to the opportunity to work with you on this project.

Sincerely,



Alex D. Jenkins, CST IV
Project Manager

ADJ:ler

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

EXHIBIT "A"

HOURLY RATES

Professional Surveyor & Mapper	\$162.00/per hour
Project Manager (Survey)	\$162.00/per hour
Project Manager (SUE)	\$162.00/per hour
Senior Technician (Survey)	\$122.00/per hour
Senior Technician (SUE)	\$122.00/per hour
CAD Technician	\$108.00/per hour
2 Person Survey Field Crew	\$163.00/per hour
3 Person Survey Field Crew	\$214.00/per hour
4 Person Survey Field Crew	\$265.00/per hour
2 Person SUE Field Crew	\$198.00/per hour
3 Person SUE Field Crew	\$276.00/per hour

EXHIBIT "B"
Survey Limits

North Donnelly

From Bridge to a few feet past where the guardrail begins on the Eastern side of the road. The Outer couple feet on the Eastern side of N Donnelly extending to vegetation approx. 25'.



GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

June 4, 2024

DRMP

941 Lake Baldwin Lane
Orlando, FL 32814

Attention: Connor Allen, EI, SIT
Project Engineer

Subject: Proposal for Geotechnical Engineering Services
N. DONNELLY STREET UNDERDRAIN PROJECT
Mount Dora, Florida
GEC Proposal No. 11700G

Dear Connor:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for the above-referenced project. Our proposed scope of services is based on the project information you provided to us, as shown on Attachment 1, and our correspondence. The purpose of this investigation is to explore soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendations for site preparation, and design and construction of the proposed underdrain. This proposal presents our understanding of the project, our recommended scope of services, and a cost and schedule for providing those services.

Site Location and Description

The site is located at along North Donnelly Street in Mount Dora, Florida as shown on Attachment 1. The site is approximately 300 feet in length and begins approximately beneath the pedestrian bridge and continues to the south. The site is bordered to the northeast and northwest by multi-family residential and to the south east and southwest by dense wooded areas.

Project Description

We understand that project plans for this site include the construction of a roadway underdrain system on the eastern side of the road. Based on a review of aerial and streetside images GEC observed pavement cracking, wet shoulders, staining and sediment collection along the east side of North Donnelly Street within the project limits.

Scope of Services

Based on the project information provided, our experience, and the local standard of care, we recommend the following scope of services:

- Stake boring locations at the site.
- Clear utilities at the boring locations.
- Mobilize Truck drilling equipment and personnel.
- Perform 2 Standard Penetration Test (SPT) borings to a depth of 10 feet along the east side of the road.
- Install 2 temporary piezometers wells to monitor the groundwater level.
- Perform 6 monitoring events monthly through the peak wet season.
- Perform routine laboratory soil classification tests to enhance visual soil classification of samples obtained.
- Issue a geotechnical engineering report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:
 - Subsurface conditions at the boring locations
 - Measured and estimated seasonal high groundwater depths
 - Site preparation
 - Fill selection, placement and compactions
 - Soil parameters for underdrain design

Cost

The cost to provide the scope of services is a LIMITING AMOUNT fee of \$9,049.00. Attachment 2 documents our detailed scope of services and fees. (Our fees will be billed based on the actual units of work performed and the unit rates shown on Attachment 2; however, we will not exceed the limiting amount without your authorization.). This fee includes an electronic copy of our report emailed to you.

Schedule

Our schedule to complete the work will be about 8 weeks from your written notice to proceed. If requested, verbal recommendations can be provided after the field investigation is completed. Our schedule is highly dependent on Sunshine 811 and the utility providers/locators clearing the soil boring locations within the allotted 48-hour time frame.

Authorization

You may confirm your authorization to proceed by completing the attached Professional Services Agreement and returning a copy to us.

Upon your acceptance of this proposal, please forward current property contact information so we can coordinate access to the site for our field activities.

Limitations

This proposal is subject to the following limitations:

- The site will be accessible to the drilling equipment assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary
- We assume no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call
- Assessment of environmental contamination at the site is not included
- This proposed exploration is not intended to be an evaluation for sinkhole potential
- This fee proposal will remain in effect for 90 days. If you require more than 90 days to authorize us to proceed, we request that we be allowed to review our proposal to adjust our cost estimate, if necessary.

Closure

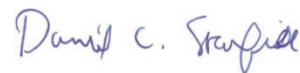
GEC appreciates the opportunity to submit this proposal. If you have any questions regarding this proposal, or if we can be of further assistance, please contact the undersigned.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.



Ryan J. Petersen, E.I.
Project Engineer



Daniel C. Stanfill, P.E.
Senior Engineer

ATTACHMENTS



Project consists of implementing a roadway underdrain system on the Eastern side of N Donnelly St (SR44B). Will need two borings, one at the Northern and Southern limits of the project.



January 2024

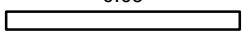
N DONNELLY ST UNDERDRAIN PROJECT

City of Mount Dora

July 16, 2024 City Council Regular Session Agenda Packet Revised

SCALE

0.03

 Miles

Page 75 of 507

ATTACHMENT 2
Geotechnical Scope of Services and Fee Estimate
N. Donnelly St Underdrain Project
Mount Dora, Florida
GEC Proposal No. 11701G

ITEM	QUANTITY	UNIT	UNIT RATE	COST	NOTES
FIELD SERVICES					
Truck Rig Mobilization	1	EACH	\$725.00	\$725.00	
Field Permeability (0 – 10 ft) – Truck	1	EACH	\$450.00	\$450.00	
Direct Push Well Materials	20	FOOT	\$35.00	\$700.00	2 @ 10ft
Well Completion (above ground)	2	EACH	\$350.00	\$700.00	
MOT Portable Safety Signs	1	DAY	\$65.00	\$65.00	
SPT Borings – Truck (0 - 50')	20	FOOT	\$19.00	\$380.00	2 @ 10ft
FIELD SERVICES TOTAL COST				\$3,020.00	
LABORATORY SERVICES					
Natural Moisture Content	2	EACH	\$20.00	\$40.00	
Percent Fines	4	EACH	\$55.00	\$220.00	
Organic Content	1	EACH	\$54.00	\$54.00	
Atterberg Limits (Plastic & Liquid Limits)	1	EACH	\$140.00	\$140.00	
LABORATORY SERVICES TOTAL COST				\$454.00	
PROFESSIONAL SERVICES					
Senior Engineer	4	HOUR	\$255.00	\$1,020.00	
Engineer Intern	12	HOUR	\$125.00	\$1,500.00	
Senior Engineering Technician	16	HOUR	\$135.00	\$2,160.00	
CADD/GIS Specialist	4	HOUR	\$150.00	\$600.00	
Contract Coordinator	1	HOUR	\$125.00	\$125.00	
Secretary	2	HOUR	\$85.00	\$170.00	
PROFESSIONAL SERVICES TOTAL COST				\$5,575.00	
TOTAL COST ESTIMATE				\$9,049.00	



PROFESSIONAL SERVICES AGREEMENT
GEOTECHNICAL ENGINEERING SERVICES

Proposal No.: 11701

Proposal Date: January 29, 2024

Project Name: N. Donnelly St. Underdrain Project

Project Location: Mount Dora

Type of Services: Limiting Amount Fee: \$9,049.00

Both parties warrant and represent that they have full authority to execute this agreement. Both parties have accepted the terms and conditions as presented in the Proposal and as stated in this Professional Services Agreement.

Accepted this _____ day of _____, 2024

Geotechnical and Environmental Consultants, Inc. (GEC)

By: _____
Signature

Rachel F. André, P.E.

Printed Name

President

Title

Client

By: _____
Signature

Printed Name

Title

TERMS AND CONDITIONS

- PAYMENT TERMS:** Unless otherwise specified in the proposal, invoice payments are due within 10 days of date of invoice. GEC reserves the right to stop work on any project, when any invoice becomes past due, until Client's account is current. Past due invoices will be subject to a service charge of 1.5% per month. Should it become necessary for GEC to retain the services of legal counsel or a collection agency to collect past due accounts, Client agrees to bear all costs of collection, including but not limited to reasonable Attorney's Fees, Court Costs, Filing Fees, and agrees to a non-jury trial in Orange County, Florida.
- OBLIGATION TO PAY:** GEC does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for GEC's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.
- STANDARD OF CARE:** GEC will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same locality at the same time under similar conditions. No other warranty, expressed or implied, is made or intended by our proposal or by our oral or written reports.
- LIMITATION OF LIABILITY:** GEC's liability for damages due to an error, omission, or other professional negligence will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater.
- INDEMNIFICATION:** Client shall indemnify and hold GEC harmless for any losses or damages caused by the negligent acts of Client or other consultants employed by Client. GEC shall indemnify and hold Client harmless for any losses or damages to the extent caused by the negligent acts of GEC, subject to the limitations in paragraph 4.
- THIRD PARTY RELIANCE:** The services under this agreement are being performed for the Client's exclusive use. GEC assumes no responsibility for third party use of or reliance on GEC's findings, opinions, conclusions, or recommendations unless such use or reliance is authorized in writing by GEC.
- DISCLOSURES BY CLIENT:** Client shall provide GEC all information that is known or suspected by Client which may be reasonably necessary for completion of the services to be performed by GEC. Such information includes records of environmental assessment activities undertaken at the project site, locations of buried utilities, and any hazardous substances known or suspected to exist on site or adjacent property prior to the commencement of services on a project, or at any time thereafter when new information becomes available to the Client. Client shall provide prompt, full and complete disclosure to GEC of information that could pose potential hazardous conditions or risk to the health or safety of GEC's employees, agents, and subcontractors.
- RIGHT OF ENTRY:** Client grants to GEC right of entry to the project site by GEC, its employees, agents, and subcontractors in order to perform the services under this agreement. If

Client does not own the project site, Client warrants and represents to GEC that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to GEC.

Reasonable precautions shall be taken by GEC to minimize damage to the project site from GEC's activities and use of equipment. Client recognizes that the performance of the services included in this agreement will cause alteration and damage to the site. Client accepts the fact that this is inherent in the work and will not look to GEC for reimbursement or hold GEC liable or responsible for any alteration or damage required to perform our scope of work. Should Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage.

9. **UNANTICIPATED HAZARDOUS CONDITIONS:** Hazardous substances may exist at a site where there is no reason to believe that they could or should be present. GEC and the Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition and would require a renegotiation of the scope of work or termination of services. GEC and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for GEC to take immediate measures to protect health and safety. GEC agrees to notify Client as soon as practicable should unanticipated or suspected hazardous substances be encountered. Client encourages GEC to take any and all measures that, in GEC's professional opinion, are justified to preserve and protect the health and safety of GEC's personnel and the public. Client agrees to compensate GEC for the additional cost of such protective measures.
10. **HANDLING OF HAZARDOUS SAMPLES:** In the event that obtained samples or materials contain, or are suspected to contain, hazardous substances as defined by federal, state, or local criteria, GEC will, after completion of testing, (1) return such samples and materials to the Client or owner, or (2) using a hazardous materials manifest signed by the Client, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of hazardous materials. Client shall assume all potential liability as generator of the waste, including liability under CERCLA for "arranging" for the disposition of the hazardous substances.
11. **CONFIDENTIALITY:** Subject only to the exceptions set forth herein GEC agrees to maintain the confidentiality of all information collected in the performance of the services. GEC shall release such information only to the Client or the Client's authorized representative, its employees and subcontractors in the performance of their services, or to persons designated by the Client to receive such information. GEC shall instruct its employees and subcontractors to maintain the confidentiality of the information. When required by law,

rule, or canon of professional ethics, it shall be GEC's responsibility to report certain findings to the appropriate regulatory agency. Client agrees to hold GEC harmless for any damages resulting from GEC's disclosure which GEC believed to be required by law or canon of professional ethics.

12. **TERMINATION:** This agreement may be terminated by GEC or Client upon receipt of seven (7) days written notice. GEC shall be paid for services rendered to the date of termination.
13. **CORPORATE ENTITY:** The Client acknowledges that GEC is a corporation and **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, GEC IS THE SOLE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL, EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**
14. **PRIORITY OVER FORM AGREEMENTS:** Client agrees that these terms and conditions shall govern and supersede any form agreements signed by GEC and/or Client such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client as a matter of convenience without altering any of the terms or conditions herein.
15. **SURVIVAL:** All provisions of this agreement for indemnity or allocation of responsibility or liability between Client and GEC shall survive the completion of the services and the termination of this agreement.
16. **SEVERABILITY:** In the event that any provision of this agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
17. **ASSIGNMENT:** This agreement may not be assigned by either party without the prior permission of both.
18. **ENTIRE AGREEMENT:** This Agreement, including referenced Proposal, represents the entire agreement and understanding between Parties. This Agreement is to be Governed and Construed in accordance with the laws of the State of Florida, and the venue for any legal proceedings shall be Orange County, Florida. GEC hereby gives notice that it objects to the inclusion of any different or additional terms proposed by the Client. In the event of a conflict between the provisions of this document and any other document, this Agreement shall prevail.



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

DATE: July 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization #7 Authorizing Underground Conduit Installation with Bellmore Enterprises Incorporated for Dora Drawdy underground conversion project.

Introduction:

This is a request for City Council to approve Task Authorization #7, installing an underground conduit for the conversion of overhead to underground facilities.

Discussion:

This project will utilize the contract services from Bellmore Enterprises Incorporated, for underground duct-line work and conduit as outlined in ITB 19-PW-031, scope of services, which was approved by City Council on September 19, 2019.

The Dora Drawdy conversion project is one of three projects introduced to City Council in 2021 as part of the Electric Utilities Grid Modernization Plan. Strategic Initiative #4 presented to Underground key commercial areas to promote reliability and economic development as part of the City's infrastructure, public safety, and economic development strategy. The Royellou Alleyway was the first project completed in 2022 followed by Grantham Point which is nearing completion in 2024. Dora Drawdy is planned to begin in 2024 with completion in the first quarter of 2025.

This Task Authorization is to request approval of installation of underground conduit and materials on Dora Drawdy Alleyway from Third to Fifth Avenue. This scope also includes installing conduits for the Downtown City Wi-Fi infrastructure. This scope has been approved in the 2022-2023 capital budget and carried forward to 2023-2024 capital budget.

As part of this work, Bellmore will install 10,521 feet of underground conduit adhering to guidelines contained within their contract, ITB 19-PW-031, scope of services. The City Electric Utility staff will complete all remaining portions of construction.

Budget Impact:

This project is funded in the FY 2022-23 Electric Capital Improvement Plan (CIP) which was added as part of the mid-year budget adjustment.

Cost Details:

Electric Conduit installation - \$130,853.00
IT City Wi-Fi Conduit installation - \$39,955
Total - \$170,808.00

The original budgeted amount in 2022 for Dora Drawdy 415-5555-580.63-01-EL2301 was \$200,000. Material costs have since escalated to \$162,656.78 + \$130,853.00 = \$293,509.78. Upon council approval, the Electric department will transfer a total of \$71,000 from 415-5555-580.63-01-EL2302 Eudora Road Roundabout, and \$22,509.78 from EL415-5555-580.63-01-EL220 Substation Capital Outlay. The Eudora Road project will not be scheduled this remaining fiscal year. Funds for the Eudora project will be submitted in future fiscal budget planning. The City also has Wi-Fi infrastructure in the downtown on Dora Drawdy and has budgeted funds in GL 310-5555-580.63-01-IT2307 for the conversion of overhead to underground of these facilities.

As required by City Policy, requests for services with an estimated cost exceeding \$50,000 will be submitted to City Council for approval.

Strategic Impact:

Infrastructure – This underground upgrade project is critical to improving the electric infrastructure by upgrading underground lines to improve reliability of service to Mount Dora customers while enhancing the safety in maintenance and operation of electric facilities.

Recommendation:

City Council approve Task Authorization #7 for Bellmore Enterprises Incorporated to install underground conduit as part of the Grantham Point Underground Upgrade Project.

Attachment(s):

1. BELLMORE SIGNED TA-7 DORA DRAWDY_d

Prepared by:	Stephanie Gervais, Administrative Coordinator-Public Works	
Reviewed by:	Wayne Zimmerman, Deputy Electric Utility Director	Approved - 7/2/2024
	Steve Langley, Electric Utility Director	Approved - 7/2/2024
	Matthew Dodson, Budget Officer	Approved - 7/3/2024
	Rita Meade, Finance Director	Approved - 7/8/2024
	City Attorney, City Attorney	Approved - 7/10/2024
	Jeanann Hand, City Clerk	Approved - 7/10/2024
	Vince Sandersfeld, City Manager	Final Approval - 7/10/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Bellmore Enterprises, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2019-135, dated September 19, 2019, and amended May 12, 2022, October 17th, 2023, and May 7, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	Budget Account Number: 415-5555-580.63.01 EL2301
	City Project Manager: Wayne Zimmerman
	Contractor: Bellmore Enterprises, Inc.
Project Amount: Total Project \$170,808	Contractor Project Manager: Darcy Bellmore

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

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Compensation Exhibit C - Sub-Contractors Exhibit D – Schedule	
Recommended By: Print: Wayne Zimmerman Signature: _____ Digitally signed by Wayne Zimmerman Date: <u>7/01/2024</u> Date: 2024.07.02 07:17:46 -04'00'	
Reviewed By: Print: _____ Date: _____ Signature: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: DARCY BELLEMORE - PRESIDENT	Print Name:
Signature:	Signature:
Date: 07-02-2024	Date:

EXHIBIT “A”

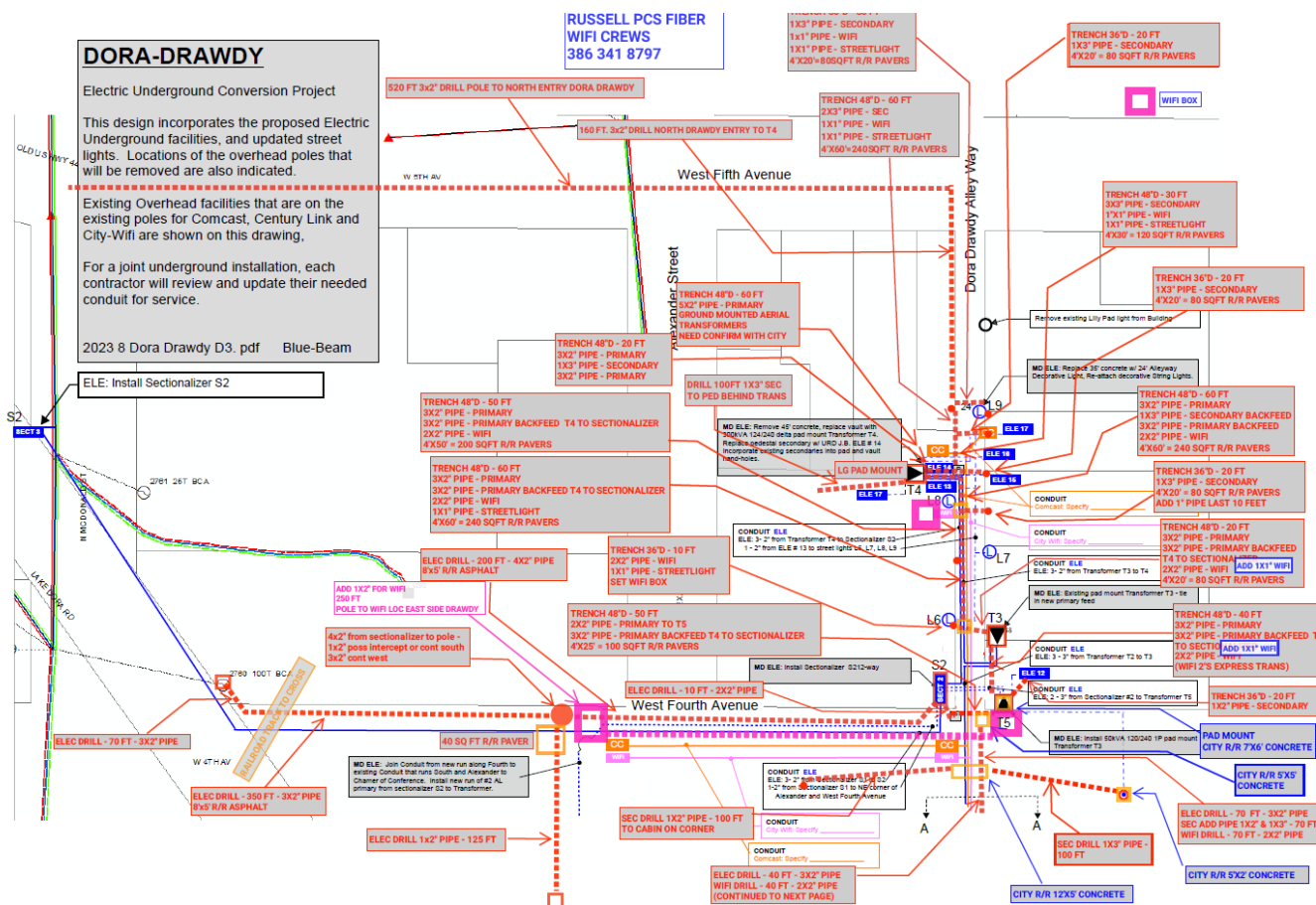
Scope of Services

PROJECT NAME: Dora Drawdy Point Underground Upgrade

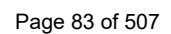
This project proposes the underground upgrade of existing underground direct-buried lines located in Grantham Point. Bellmore will install 10,521 feet, of underground conduit adhering to guidelines contained in the Agreement.

FIFTH TO FORTH AVENUE

CONDUIT PLAN



CONDUIT PLAN



**EXHIBIT “B”
Compensation**

METHOD OF COMPENSATION: Hourly Rate and Fixed Fee with Not-to-Exceed Amount of \$170,808.00 for total services. This price shall include contingency. A full cost breakdown of hourly task compensation is attached in the following pages.

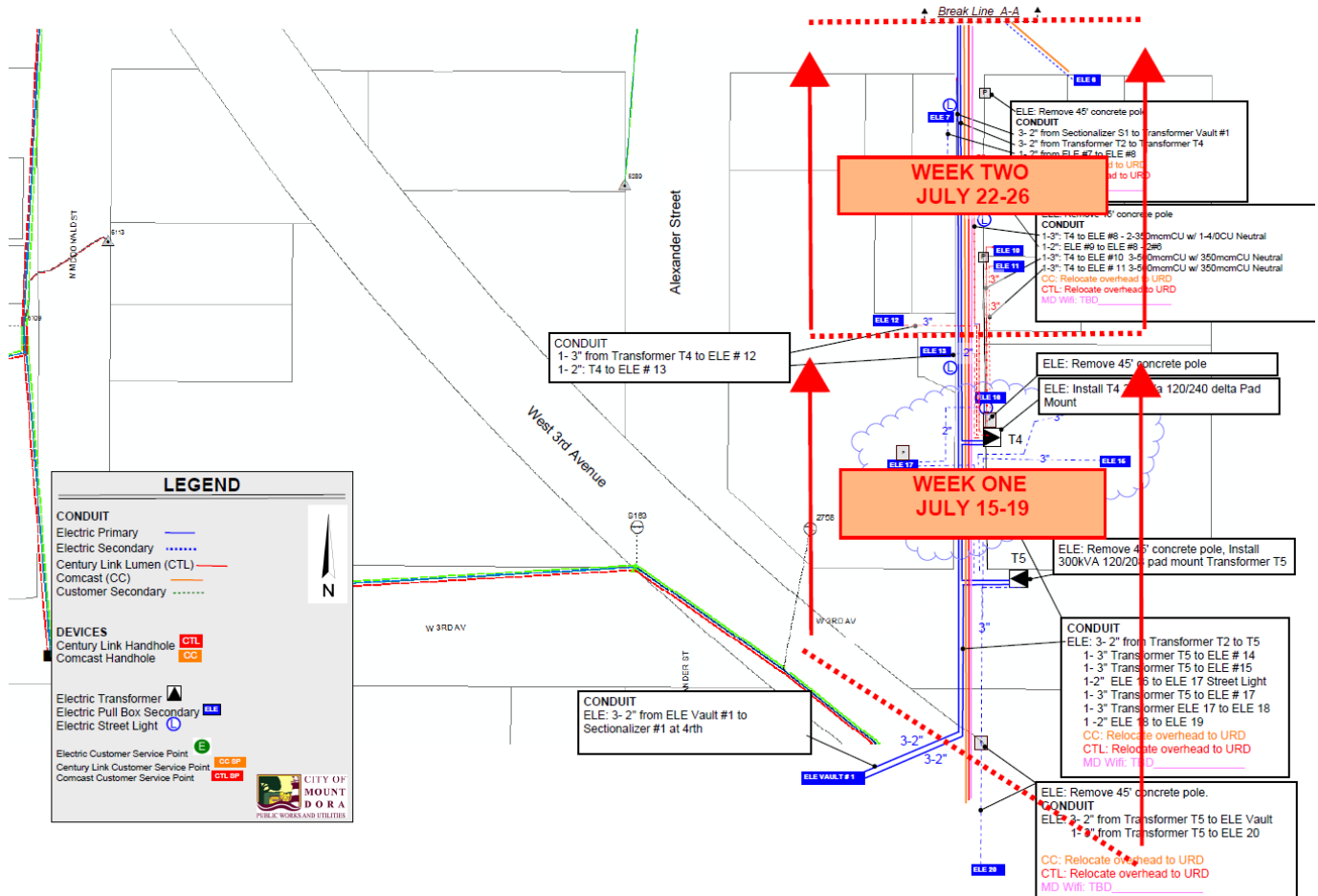
**EXHIBIT “C”
Sub-Contractors**

None

EXHIBIT "D"

Schedule

SCHEDULE OF SERVICES: CONTRACTOR shall complete the Scope of Work within 120 days of project initiation AS SPECIFIED below.



DORA-DRAWDY

Electric Underground Conversion Project

This design incorporates the proposed Electric Underground facilities, and updated street lights. Locations of the overhead poles that will be removed are also indicated.

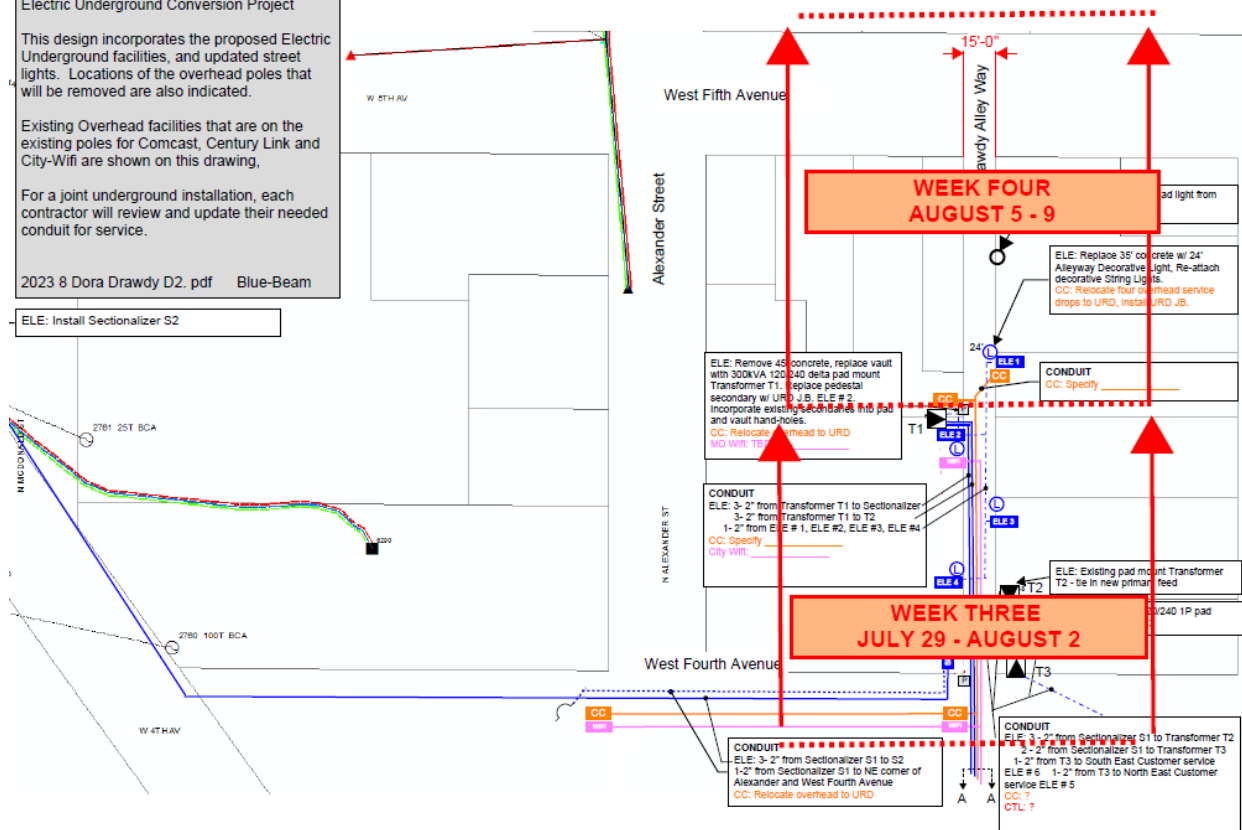
Existing Overhead facilities that are on the existing poles for Comcast, Century Link and City-Wifi are shown on this drawing.

For a joint underground installation, each contractor will review and update their needed conduit for service.

2023 8 Dora Drawdy D2. pdf Blue-Beam

ELE: Install Sectionalizer S2

PROJECT WORK SCHEDULE



BELLMORE ENTERPRISES INC

PROPOSAL

DORA DRAWDY - ELECTRIC REV. 07-01-2024

Date: 07-01-2024

BELLMORE ENTERPRISES INC
16019 REDINGTON DRIVE
REDINGTON BEACH, FL 33708
PH: 727-224-1584
Customer ID MT DORA

Contact	Job	Payment Terms	Due Date
	DORA DRAWDY - ELECTRIC		

Qty	Description	Unit Price	Line Total
350 FT	DIRECTIONAL BORE 1x 2" CONDUIT	\$17.00/FT	\$5,950.00
10 FT	DIRECTIONAL BORE 2x 2" CONDUIT	\$24.00/FT	\$240.00
1,675 FT	DIRECTIONAL BORE 3x 2" CONDUIT	\$31.00/FT	\$51,925.00
340 FT	DIRECTIONAL BORE 4x 2" CONDUIT	\$38.00/FT	\$12,920.00
435 FT	DIRECTIONAL BORE 1x 3" CONDUIT	\$24.00/FT	\$10,440.00
50FT	DIRECTIONAL BORE 1x 1" CONDUIT	\$17.00/FT	\$850.00
2,500 SF	REMOVE & REPLACE PAVERS	\$12.00/SF	\$30,000.00
405 SF	REMOVE & REPLACE ASPHALT	\$10.00/SF	\$4,050.00
252 FT	TRENCH ONLY 36" DEPTH	\$10.00/FT	\$2,520.00
82 FT	INSTALL 1 ST 1"-2" CONDUIT 36" DEPTH	\$5.00/FT	\$410.00
170 FT	INSTALL 1 ST 3" CONDUIT 36" DEPTH	\$6.00/FT	\$1,020.00
197 FT	INSTALL ADDL 1"-2" CONDUIT 36" DEPTH	\$4.00/FT	\$788.00
700 FT	TRENCH ONLY 48" DEPTH	\$14.00/FT	\$9,800.00
280 FT	INSTALL 1 ST 1"-2" CONDUIT 48" DEPTH	\$5.50/FT	\$1,540.00
420 FT	INSTALL 1 ST 3" CONDUIT 48" DEPTH	\$6.50/FT	\$2,730.00

2,880 FT	INSTALL ADDL 1"-2" CONDUIT 48" DEPTH	\$4.00/FT	\$11,520.00
235 FT	INSTALL ADDL 3" CONDUIT 48" DEPTH	\$5.00/FT	\$1,175.00
	1/2 COST SURFACE RESTORATION		(-) \$17,025.00
	APPROX 310 SQFT CONCRETE TO BE REMOVED/REPLACED BY CITY – PER MEETING WITH STERLING.		
	1800LB MULETAPE INCLUDED IN ALL INSTALLED PIPE		
Subtotal			\$130,853.00
Sales Tax			
Total			\$130,853.00

Make all checks payable to BELLMORE ENTERPRISES INC

Thank you for your business!

BELLMORE ENTERPRISES INC 16019 REDINGTON DRIVE REDINGTON BEACH FL 33708

Phone: 727-224-1584 Email BELLMOREINC@AOL.COM

BELLMORE ENTERPRISES INC

PROPOSAL

DORA DRAWDY – WIFI REV. 07-01-2024

Date: 07-01-2024

BELLMORE ENTERPRISES INC
16019 REDINGTON DRIVE
REDINGTON BEACH, FL 33708
PH: 727-224-1584
Customer ID MT DORA

Contact	Job	Payment Terms	Due Date
	DORA DRAWDY - WIFI		

Qty	Description	Unit Price	Line Total
235 FT	DIRECTIONAL BORE 2x 2" CONDUIT	\$24.00/FT	\$5,640.00
600 FT	TRENCH ONLY 36" DEPTH	\$10.00/FT	\$6,000.00
600 FT	INSTALL 1 ST 1"-2" CONDUIT 36" DEPTH	\$5.00/FT	\$3,000.00
760 FT	INSTALL ADDL 1"-2" CONDUIT 36" DEPTH	\$4.00/FT	\$3,040.00
250 FT	DIRECTIONAL BORE 1x 2" CONDUIT	\$17.00/FT	\$4,250.00
5	24X36 VAULTS TO SET FOR WIFI BOXES (VAULTS SUPPLIED BY PCS) 2 FOREMAN HRS & 2 SKILLED LABOR HRS EACH VAULT	\$200.00/EA	\$1,000.00
	1/2 COST SURFACE RESTORATION		\$17,025.00
	1800LB MULETAPE INCLUDED IN ALL INSTALLED PIPE		
Subtotal			\$39,955.00
Sales Tax			
Total			\$39,955.00

Make all checks payable to BELLMORE ENTERPRISES INC

Thank you for your business!

BELLMORE ENTERPRISES INC 16019 REDINGTON DRIVE REDINGTON BEACH FL 33708

Phone: 727-224-1584 Email BELLMOREINC@AOL.COM



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

DATE: July 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the Memorandum of Understanding (MOU) for the City-County Investigative Bureau (CCIB)

Introduction:

This is a request for Council to approve a Memorandum of Understanding (MOU) for the City-County Investigative Bureau (CCIB).

Discussion:

The Mount Dora Police Department is a full-service Police Department responsible for responding to all violations of Florida law and criminal complaints within the City of Mount Dora. Some of the more common crimes, such as burglaries or thefts, do not frequently require responding Detectives to have a significant amount of training or resources to conduct their investigations. However, when responding to armed robberies, homicides, sexual batteries, or other crimes of violence, the responding Detectives must have specific training, resources and experience, which are not often readily available to a municipal Police Department.

In response to the need for support and resources to conduct complex investigations, the Lake County Sheriff's Office has created the City-County Investigative Bureau (CCIB). The CCIB is a task force comprised of several local municipal Police Departments and experienced Lake County Sheriff's Office major crimes Detectives. The Lake County Sheriff's Office will provide the training, exposure, resources and supervision to successfully steer the investigations assigned to the participants of the CCIB.

The CCIB is a force multiplier that will bring trained and experienced Detectives to the City of Mount Dora whenever there is a need to conduct complex criminal investigations. It is the recommendation of the Mount Dora Police Department that we join forces with the participating Police Departments and the Lake County Sheriff's Office as a participant in the CCIB.

Budget Impact:

No additional cost and no budget impacts associated with this program.

At the onset of the Mount Dora Police Department's participation in the City-County Investigative Bureau (CCIB), the selected Detective will be funded using the existing budget. Typically, major investigations strain the personnel resources of the Police Department's Criminal Investigations Unit. As a participant of the CCIB, the personnel needs will be spread among the participants in the CCIB and have minimal impact on the remainder of the Police Department's Criminal Investigations Unit.

Strategic Impact:

Improved responses to, and the successful conclusions of major criminal investigations through the participation in the City-County Investigative Bureau (CCIB).

Recommendation:

Council approval of a Memorandum of Understanding (MOU) allowing for the Mount Dora Police Department's participation in the CCIB.

Attachment(s):

1. CCIB MOU 6.7.24

Prepared by: Michael Gibson, Chief of Police
Reviewed by: Michael Gibson, Chief of Police
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/21/2024
Approved - 7/3/2024
Approved - 7/3/2024
Final Approval - 7/3/2024

5

MEMORANDUM OF UNDERSTANDING

City-County Investigations Bureau

This Memorandum of Understanding (MOU) is entered into by Michael T. Gibson, Chief of Police for the City of Mount Dora and Peyton C. Grinnell, the Sheriff of Lake County, Florida, in and for the Lake County Sheriff's Office (hereinafter referred to as "Sheriff" or "LCSO" when referring to the agency). This MOU is for the sole purpose of establishing guidelines and limitation of powers given by the Sheriff of Lake County to sworn officers from other local law enforcement agencies within the county who are being sworn as Deputy Sheriffs while actively participating in the City-County Investigations Bureau ("CCIB").

WHEREAS, pursuant to section 30.07, Florida Statutes, the sworn officer will be deputized as a regular deputy of the Sheriff of Lake County with the following powers and limitations to those powers:

1. The time limits of the deputization shall be for a period of eighteen (18) months (the "Term") which shall commence from the time the Detective (defined herein below) is officially sworn as a Deputy Sheriff of Lake County or until revoked or rescinded, whichever occurs first. The powers given to the Detective shall be solely to aid the Sheriff in the performance of his duties as the elected Sheriff of Lake County. The Sheriff expressly reserves the right to revoke the Detective's authority as a Lake County Deputy Sheriff at any time with or without cause. This deputization shall be rescinded upon the Detective's termination, suspension, retirement or resignation from the employing agency, or having their credentials suspended or revoked by the Criminal Justice Standards and Training Commission.
2. Initial training shall be provided by the LCSO for the first five (5) weeks of the Term. Thereafter, City agency detectives (referred to herein as "Detective") will be assigned to LCSO cases (excluding homicide and capital sexual battery cases). During the Term, it is contemplated that the Detective will be exposed to fraud, sex crimes, and homicide cases, for a period of approximately six (6) months (more or less) for each category of cases (i.e. eighteen (18) months total).
3. During the Term, the Detective may investigate cases within their own jurisdiction, but the Detective must always maintain a balanced caseload from both agencies. No Detective will be on-call for the LCSO and during the Term the Detective is permitted to participate in their own agency's call schedule in order to respond to call-outs in their own

jurisdiction. During initial training, however, the Detective will participate in LCSO call-outs for training and exposure purposes.

4. LCSO on-call detectives will respond to a participating municipality during a major event such as a homicide or shooting with great bodily injury to assist the agency Detective. The LCSO may respond, in its sole discretion, to any other complex call where assistance is needed at the discretion of the LCSO CIB on-call supervisor. For accurate UCR, any case investigated shall accurately reflect the jurisdiction in which the offense took place. For example, an offense investigated within the municipality's jurisdiction will be classified under the municipal agency's case number as well as on the municipal agency's paperwork, and the same for an offense occurring in unincorporated Lake County.

5. Any actions taken on behalf of the Sheriff by the Detective become the actions of the Sheriff. As such, these actions must be subject to the procedures, rules, regulations, directives, and policies of the Lake County Sheriff's Office. Therefore, before any Detective takes any action utilizing the power given them by the Sheriff, the Detective must completely familiarize himself/herself with all procedures, rules, regulations, directives and policies of the Lake County Sheriff's Office and must completely comply with them.

6. In light of the foregoing, the Detective will be instructed that before he/she may exercise any power in the name of the Sheriff, except in case of any emergency where his/her action is needed to prevent the loss of life or great damage to property, the Detective must receive the specific authority to do so from the Sheriff or his designee, within which he/she need to exercise the powers as a Deputy Sheriff of Lake County. Any arrests made in the name of the Sheriff by the Detective shall be immediately reported on whatever forms required by the Lake County Sheriff's Office.

7. Under no circumstances will the Detective exercise his/her powers as a Deputy Sheriff of Lake County to initiate or further an investigation beyond authorization of the Sheriff or his designee.

8. The powers given to the Detective as a Deputy Sheriff of Lake County are strictly limited to the time he/she is working (actual hours) in the CCIB. The Detective will not have Deputy Sheriff powers outside the actual time assigned to CCIB, except as otherwise provided.

9. The Detective shall not use his/her powers as a Deputy Sheriff of Lake County to work off-duty employment.

10. The Detective shall actively participate in CCIB operations/investigations. Failure to comply with this requirement may result in the revocation of his/her deputization.

11. Any seizure of property pursuant to Chapter 932, Florida Statutes, will be processed through forfeiture procedures of the Lake County Sheriff's Office. The CCIB is comprised of detectives from several local law enforcement agencies within Lake County, and detectives of the Lake County Sheriff's Office. As such, in the event of a forfeiture of property, it is agreed that the net proceeds from such forfeiture will be shared by the agencies involved in an amount determined by the Lake County Sheriff's Office in its sole

discretion based on the number of personnel who actively participated in the CCIB at the time of the particular investigation which led to the seizure. The amount of the net proceeds to be shared among the agencies involved will exclude a 20% administrative fee for the processing of the forfeiture by the Lake County Sheriff's Office Legal Counsel, and any fees paid by the Sheriff, to include but not limited to filing fees, court costs, publication, and lien costs, which shall be reimbursed from the gross proceeds to the Lake County Sheriff's Office prior to the equitable sharing of the net proceeds. Any deviation from this equitable sharing agreement shall be approved by the Sheriff or his designee, and the head of the local law enforcement agency involved in the particular forfeiture.

Accepted and Acknowledged:

Peyton C. Grinnell, Sheriff of Lake
County
Date: _____

Michael T. Gibson, Chief of Police
Date: _____

Mount Dora Police Department
City of Mount Dora, Florida

By: _____
Crissy Stile, Mayor

Date: _____

Attest: _____
Signature / Title



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

DATE: July 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement with RCM Utilities, LLC (Sanitary Sewer, Manhole, Vault, and Lift Station Rehabilitation)

Introduction:

This is a request for City Council to approve a piggyback agreement for sanitary sewer, manhole, vault, and lift station rehabilitation services with RCM Utilities, LLC under a piggyback agreement with the City of Clermont, Florida (Agreement No. 2023-072).

Discussion:

The City Utility currently has over 106 miles of sewer and gravity mains, fifty-six lift stations and vaults, and about 1,760 sanitary manholes. Rule 62-600.705(2), F.A.C., which became effective on June 28, 2023, requires domestic wastewater facility permittees to proactively assess the condition of the collection system and to identify needed maintenance and repairs, and perform rehabilitation of the system. This piggyback agreement will support the City of Mount Dora staff in completing portions of the work necessary to comply with the regulatory requirements.

The City of Mount Dora has determined that piggybacking a contract entered into by the City of Clermont, Florida, is an advantageous way to procure these on-call infrastructure repairs.

The City of Clermont has similar infrastructure and restoration needs and has successfully established a long-term service contract with RCM Utilities, LLC for sanitary sewer, manhole, vault, and lift station rehabilitation.

Budget Impact:

Funds are budgeted in the 421 Water/Wastewater general ledger accounts each fiscal year for renewal, replacement, or capital improvement projects to keep the utility system in top condition. In the event that any assigned tasks result in over expenditure of the approved funds, a budget amendment will be processed for approval pursuant to the City purchasing policies.

Strategic Impact:

Objective 2.4 Sustain City Infrastructure.

Recommendation:

Council approve the piggyback agreement with RCM Utilities, LLC for sanitary sewer, manhole, vault, and lift station rehabilitation.

Attachment(s):

1. Agreement with RCM Utilities, LLC w/ Exhibits

Prepared by: Bill Mitchell, City Engineer
Reviewed by: Bill Mitchell, City Engineer
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 7/3/2024
Approved - 7/3/2024
Approved - 7/8/2024
Approved - 7/8/2024
Approved - 7/8/2024
Final Approval - 7/8/2024

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and RCM UTILITIES, LLC, 1451 Pines Grove Rd, Eustis, FL 32726, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest utilize Agreement No. 2023-072 Sanitary Sewer, Manhole, Vault, and Lift Station Rehabilitation between the City of Clermont and the CONTRACTOR (the “Underlying Agreement”), attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, which was competitively solicited for and negotiated by the City of Clermont through the Request for Bid #RFB 23-085 – Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the materials, labor, and services required by the CITY for the same unit cost pricing set forth in the Underlying Agreement and further confirmed in the Piggyback Unit Costs to the City of Mount Dora, which is attached and fully incorporated hereto as **Exhibit “B.”**

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 July 2, 2027, and subject to the mutual agreement of the parties in writing, the Agreement may be renewed for three (3) additional one-year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the CITY may consider an adjustment to price based on changes in the Producer Price Index (PPI).

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide the materials, labor, services, and pricing to the CITY as set forth in Exhibits “A” and “B” attached hereto, which consists of the Underlying Agreement and the City of Mount Dora Unit Costs Sheet.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Underlying Agreement 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: RCM Utilities, LLC
Melissa Moss, Controller
1451 Pine Grove Road
Eustis, Florida 32726

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 or Task Authorization 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 or Task Authorization shall prevail.

SECTION 8. 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 9. 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, if any, it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 10. 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 11. DISPUTE RESOLUTION.

The Dispute Resolution section of the Underlying Agreement is amended solely to reflect that any such mediation shall be held in Mount Dora, Lake County, Florida.

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. INSURANCE.

Certificates of Insurance are to be provided by CONTRACTOR naming the City as additional insured with the aggregate commercial general liability insurance in the amount of \$2,000,000.00, which is a modification of Section 7.2.A of the Underlying Agreement and accurately reflects CONTRACTOR'S insurance coverage. In addition, Section 7.3 of the

Underlying Agreement shall have no force or effect with respect to the Agreement between the CITY and CONTRACTOR and is not adopted herein.

SECTION 15. MATERIALS, LABOR, AND SERVICES.

All materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agency.

SECTION 16. 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

RCM Utilities, LLC

Melissa Moss

Print: Melissa Moss

Title: Controller

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Melissa Moss, as Controller of RCM Utilities, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 3rd day of July, 2024.

(stamp)



Priscilla J. Johnson
NOTARY PUBLIC

Exhibit "A"
**UNDERLYING CONTRACT NO. 2023-072 BETWEEN CITY OF CLERMONT AND
RCM UTILITIES, LLC ALONG WITH RFB EXHIBITS**

AGREEMENT No. 2023-072

SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION

THIS AGREEMENT is made and entered into this August 22, 2023, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and RCM UTILITIES, LLC, whose address is: 100 W Mills Ave, Eustis, FL 32726, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issued RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 6, 2023, to RFB 23-085;

WHEREAS, CITY desired to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 23-085 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish provide sewer manhole, vault, and lift station rehabilitation as described in CITY's RFB 23-085 and CONTRACTOR's July 6, 2023 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

2. THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

3. PROVISION OF SERVICES AND COMPLETION OF WORK

- A. The CONTRACTOR shall only provide the CITY with sewer manhole, vault, and lift station rehabilitation upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB 23-085 or in the specific purchase order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

Term Agreement

RFB 23-085 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

- B. CONTRACTOR, upon receipt of a purchase order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.
- C. It is expressly understood and agreed that the passing, approval, and/or acceptance of any services herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted services so as to comply with the warranties and specifications hereof.
- D. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

4. TERM AND TERMINATION

- A. This Agreement is to become effective upon execution by both parties and shall remain in effect for a period of three (3) years thereafter unless terminated or renewed as provided for herein.
- B. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR; b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.
- C. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one-year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

Term Agreement
RFB 23-085 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

5. PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed products delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

6. DISPUTE RESOLUTION - MEDIATION

- A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
- B. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
- C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

7. INSURANCE AND INDEMNIFICATION RIDER

7.1. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

7.2. CONTRACTOR's Commercial General Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be as follows:

- A. CONTRACTOR's Commercial General Liability, \$1,000,000 Each, (\$1,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

Term Agreement
RFB 23-085 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

- B. Automobile Liability Coverages, \$1,000,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

The insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. CITY's and CONTRACTOR's Protective Liability Insurance

The CITY shall procure and furnish a CITY's and CONTRACTOR's Protective Liability Insurance Policy with the following minimum limits:

- A. Bodily Injury Liability & \$1,000,000 Each (\$2,000,000 aggregate) Property Damage Liability Occurrence Combined Single Limit.

7.4. Indemnification Rider

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.
- B. In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

Term Agreement
RFB 23-085 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

8. NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

A. CONTRACTOR:

RCM Utilities, LLC

Attn: Melissa Moss, Controller

100 W. Mills Ave., Eustis, FL 32726

A. OWNER:

City of Clermont

Attn: Brian Bulthuis, City Manager

685 W. Montrose Street, Clermont, FL 34711

9. MISCELLANEOUS

9.1. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. Waiver

The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

9.3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment

Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

Term Agreement
RFB 23-085 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

9.5. Entire Agreement

This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment

Except in the event of a merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

9.7. Venue

The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law

This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9.9. Public Records

The CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- 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 this Florida's Public Records law 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE

Term Agreement
RFB 23-085 Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, (352) 241-7331.

10. CONTRACT DOCUMENTS

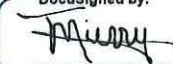
The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

- A. This Agreement
- B. Purchase Order / Notice To Proceed
- C. An applicable Contractor Quote or Statement of Work
- D. All documents contained in RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation and CONTRACTOR's response thereto.

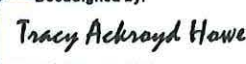
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23rd day of August, 2023.

CITY OF CLERMONT

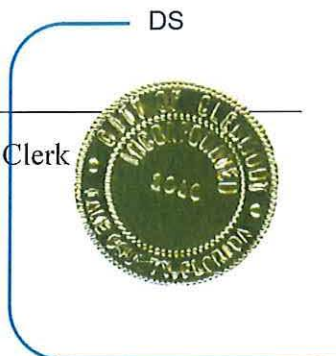
DocuSigned by:

2BA7692F758C492...

Tim Murry, Mayor

ATTEST:

DocuSigned by:

3AD7F34905B344A...

Tracy Ackroyd Howe, City Clerk



RCM UTILITIES, LLC

DocuSigned by:
Melissa Moss
By: 0DA44623D8144CC
Print Name: Melissa Moss
Title: Controller
Date: 8/24/2023

Exhibit A

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION)

RCM Utilities, LLC

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	\$ 175.00	\$ 8,750.00
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	\$ 150.00	\$ 37,500.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	\$ 195.00	\$ 7,800.00
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	\$ 185.00	\$ 4,625.00
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	\$ 2,050.00	\$ 2,050.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	\$ 500.00	\$ 5,000.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	\$ 295.00	\$ 295.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	\$ 1,000.00	\$ 2,000.00
	Total				\$ 68,020.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

RCM Utilities, LLC

Line Item	Description	Quantity	UOM	Unit Cost	Total
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	\$ 28.00	\$ 2,800.00
10.a	Bypass 8 in. Sewer Setup	9	EA	\$ 1,200.00	\$ 10,800.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	\$ 1,000.00	\$ 4,000.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	\$ 750.00	\$ 3,000.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	\$ 800.00	\$ 20,000.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	\$ 1,000.00	\$ 10,000.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	\$ 1,100.00	\$ 11,000.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	\$ 3,900.00	\$ 39,000.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	\$ 4,600.00	\$ 18,400.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	\$ 10,300.00	\$ 41,200.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	\$ 500.00	\$ 2,500.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	\$ 800.00	\$ 1,600.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	\$ 1,200.00	\$ 2,400.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	\$ 1,500.00	\$ 3,000.00
13	Removal of Existing Coating	200	SF	\$ 10.00	\$ 2,000.00
	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	\$ 13,500.00	\$ 135,000.00

	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	\$ 16,200.00	\$ 64,800.00
14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	\$ 21,500.00	\$ 86,000.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	\$ 28,500.00	\$ 114,000.00
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	\$ 35,000.00	\$ 140,000.00
14.e	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating)	5	EA	\$ 6,000.00	\$ 30,000.00
15.a	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating)	2	EA	\$ 6,500.00	\$ 13,000.00
15.b	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar Epoxy Coating)	5	EA	\$ 11,200.00	\$ 56,000.00
16.a	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar Epoxy Coating)	2	EA	\$ 12,400.00	\$ 24,800.00
16.b	Temporary Bypass Riser – 4 in.	5	EA	\$ 9,800.00	\$ 49,000.00
17.a	Temporary Bypass Riser – 6 in.	2	EA	\$ 11,700.00	\$ 23,400.00
17.b	Temporary Bypass Riser – 8 in.	2	EA	\$ 15,600.00	\$ 31,200.00
17.c	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	\$ 1,900.00	\$ 19,000.00
18.a	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	\$ 2,200.00	\$ 11,000.00
18.b	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	\$ 2,200.00	\$ 11,000.00
19.a	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	\$ 2,700.00	\$ 13,500.00
19.b	Furnish and Install 3 in. Drain	5	EA	\$ 800.00	\$ 4,000.00
20	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	\$ 500.00	\$ 2,500.00
21					

22.a	Drain and Clean Wet Well – 6 ft.	5	EA	\$ 1,000.00	\$ 5,000.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	\$ 1,200.00	\$ 2,400.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	\$ 1,400.00	\$ 4,200.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	\$ 1,600.00	\$ 4,800.00
23.a.i	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) PVC Force Main	5	EA	\$ 10,200.00	\$ 51,000.00
23.a.ii	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) Ductile Force Main	5	EA	\$ 10,200.00	\$ 51,000.00
23.b.i	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 10,500.00	\$ 21,000.00
23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 10,500.00	\$ 21,000.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 11,200.00	\$ 22,400.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 11,200.00	\$ 22,400.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 15,500.00	\$ 31,000.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 15,500.00	\$ 31,000.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$ 16,000.00	\$ 32,000.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$ 16,000.00	\$ 32,000.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original base bid price)	2	EA	\$ 7,500.00	\$ 15,000.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original base bid price)	3	EA	\$ 8,300.00	\$ 24,900.00

	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original base bid price)	3	EA	\$ 15,500.00	\$ 46,500.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original base bid price)	3	EA	\$ 16,500.00	\$ 49,500.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.e – 12 in. (This price will be either added if more or subtracted if less from original base bid price)	3	EA	\$ 18,500.00	\$ 55,500.00
24.e	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6	1	EA	\$ 19,000.00	\$ 19,000.00
25.a	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8	1	EA	\$ 19,500.00	\$ 19,500.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10	1	EA	\$ 24,500.00	\$ 24,500.00
25.c	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12	1	EA	\$ 20,500.00	\$ 20,500.00
25.d	2-in. Line Stop Stainless Steel	1	EA	\$ 7,200.00	\$ 7,200.00
26.a	4-in. Line Stop Stainless Steel	1	EA	\$ 7,800.00	\$ 7,800.00
26.b	6-in. Line Stop Stainless Steel	1	EA	\$ 8,300.00	\$ 8,300.00
26.c	8-in. Line Stop Stainless Steel	1	EA	\$ 8,800.00	\$ 8,800.00
26.d	10-in. Line Stop Stainless Steel	1	EA	\$ 11,900.00	\$ 11,900.00
26.e	12-in. Line Stop Stainless Steel	1	EA	\$ 12,400.00	\$ 12,400.00
26.f	14-in. Line Stop Stainless Steel	1	EA	\$ 20,000.00	\$ 20,000.00
26.g	16-in. Line Stop Stainless Steel	1	EA	\$ 20,000.00	\$ 20,000.00
26.h	20-in. Line Stop Stainless Steel	1	EA	\$ 25,500.00	\$ 25,500.00
26.i	Total				\$ 1,727,900.00

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

3. SCOPE OF WORK

3.1. Part 1: General

A. Summary:

1. These specifications shall govern all labor, material, equipment, and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids, and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium aluminate cementitious liner to the wall, ceiling, and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in the specifications.

B. Submittals:

1. Submit the manufacturer's material data and application and installation instructions for all products used for approval prior to use.
2. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for the reconstruction of sanitary sewer manholes and lift stations on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

C. Quality Assurance

1. Use, mix, apply, and cure all products in accordance with the manufacturer's recommendations and instructions.
2. Install all products in accordance with the manufacturer's recommendations and instructions.

3.2. Part 2: Products

A. Materials

1. Patching Mix:
 - a. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.
2. Infiltration Control Mix:
 - a. A rapid-setting cementitious product specifically formulated for infiltration control.
3. Grouting Mix:
 - a. A rapid-setting cementitious grout specifically formulated to stop active infiltration and fill voids.

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

- b. A rapid-setting chemical grout specifically formulated for stopping very active infiltration.
- 4. Liner Mix:
 - a. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement or approved equivalent material by the City prior to installation.
 - b. Materials must be pre-mixed and specially formulated to withstand H₂S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.
 - c. **The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.**
- 5. Bonding Compound:
 - a. Material must be modified cementitious bonding compound that protects exposed reinforcement steel and enhances the bond of overlay to the substrate.
- 6. Water:
 - a. The water must be clean and potable and will be provided by the City at designated fill stations.

3.3. Part 3: Execution

A. Preparation

- 1. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.
- 2. Remove foreign, loose, and unsound concrete and masonry material not able to be removed by high-pressure water spray may require the use of masons or mechanical tools for removal.
- 3. Clean the interior surfaces of the manhole/lift station with high-pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent, or other chemicals to remove grease, oil, and other contaminants that would prevent a good bond between the existing manhole interior surface and the liner material.
- 4. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.
- 5. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

6. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.
7. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.
8. Areas of the manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification must be brought to the attention of the City's Project Manager. A suitable repair method must be developed for each area and submitted to the City's Project Manager for review prior to commencing the repair.
9. Prepare, clean, and repair manhole/lift station benches and inverts in the same manner as prescribed above.

B. Liner Application, Curing, and Testing

1. Prepare manhole/lift station surfaces, wet batch-mix liner materials low-pressure spray, apply liner mix to the manhole ceiling, wall, and bench surfaces, and allow the liner to cure in accordance with the product manufacturer's instructions and recommendations.
2. Liner application must be 1/2-inch for manholes and 1-inch for wet wells minimum thickness. The application must be completed with a minimum of two coats. The first coat must be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat must be applied to ensure complete coverage at the specified thickness.
3. Inverts must be lined with the patching mix, and trowel applied in one coat to a 1-inch minimum thickness.
4. Prepare, label, and submit recommended daily or per lot test specimens for testing.

C. Cleaning

1. Clean manhole/lift station interiors and remove all construction-related materials, equipment, and appliances from the manhole/lift station prior to reinstatement to service.

D. Lift Station Rehabilitation

1. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system must have a second pump tied in and ready in case the primary pump fails. The system must be monitored 24 hours a day by a remote dialer and contractor personnel. The successful respondent is responsible for emergency calls day and night while it is on by-pass pumps. The bypass system must be tested to ensure proper operation. The City must witness the testing and sign off prior to starting rehabilitation.

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

2. Temporary pump-out riser will need to be installed first and may be left as the emergency pump out. The City will help determine the best location for both parties. The riser must consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes, and all necessary restraint devices. A flanged aluminum male cam-lock and dust cap with a 6-inch flanged ¼ turn plug valve should be installed on the elbow after the job is completed.
3. The successful respondent is responsible for the removal of pumps, pipes, and valves. The City will disconnect the pump leads, remove the floats, and transducer. The pumps are to be given to the City after removal. All other materials are to be hauled and disposed of by the successful respondent.
4. Installation of base elbows must be as per manufacturers' specifications. The bases must be Flygt dual rail design. Existing pumps will need the top bolt-on guide rail bracket. Guide rails must be 3-inch stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation must be included in the pricing.
5. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.
6. Valves inside the valve box must be Mueller, American, Clow, Dezurik, or Pratt. Check valves must be flanged LW type with rubber disc seal. Plug valves must be flanged ¼ turn direct nut with 80% opening.
7. Pressure gauges must be installed on each discharge pipe downstream of the plug valve. The 1/2-inch tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valves shall be used to make the connection. Gauges shall be 4-1/2 inch SS liquid filled with diaphragm.
8. Vent cap must be all SCH-80 PVC fittings. Use 4-inch elbows and Vanstone flanges with a SS screen between them.
9. Use a 12-foot average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c, in the Price Schedule of this RFB.

E. Alternate Bid

1. HDPE SDR-11 IPS pipe riser must be factory butt fused. The riser must have a flange adapter with SS backup ring, 90 elbow, and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.
2. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½"-thick (base plate to be used with HDPE only).

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

3. Pipe bracing is required every 8-feet minimum. The first must be within 6-inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

3.4. Part 4: Minimum Qualifications and Requirements

- A. The installer **MUST** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of 3 years and have rehabilitated a minimum of 500 sanitary sewer manholes and 15 lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.
- B. The installer **MUST** include in their response a list of 10 references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last 3 years. The reference list must include the name of the company, contact person, telephone number, project duration, contract value, and the number of manholes/lift stations for each reference.
- C. The successful respondent will be responsible for knowledge of and compliance with all relatively local, state, and federal codes and regulations.
- D. For all work performed, the successful respondent must provide a competent job-site supervisor and any necessary assistants, all approved by the City's Project Manager. The job-site supervisor must be present at all times while work is in progress. The job-site supervisor will represent the successful respondent at all times while all directions given will be binding as per the contract documents. The job-site supervisor must have a minimum of 5 years of experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.
- E. **Failure to provide the minimum qualifications and requirements described in this section with the bid response result in the bid being declared non-responsive.**

3.5. Part 5: Measurement and Payment

- A. Payments to the successful respondent will be made on the basis of the unit price in the Price Schedule as full and complete payment for furnishing all materials, labor, tools, and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.
- B. The unit price from the Price Schedule must include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges & expenses, patent fees & royalties, labor for handling materials during the inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in the

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

Price Schedule will be in accordance with its description of the item and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed.

1. The successful respondent's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the successful respondent feel that the cost for any item of work has not been established in the Price Schedule, the cost for that work will be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.
- C. No separate payment will be made for the following work if required and its cost must be included in appropriate payment items:
 - a. Applications and pulling of all utility and construction permits;
 - b. Dewatering and disposal of surplus water;
 - c. Structural repairs;
 - d. Cleanup;
 - e. Testing materials and apparatus;
 - f. Maintenance of utility service;
 - g. Appurtenant work;
 - h. Inspection Photo Records;
 - i. Maintenance of Traffic
- D. The following section will clarify the work included for the items listed in the Price Schedule.

Measurement

- A. Payment will be determined by actual measurement of the completed items, in place, ready for service, and accepted by the City's Project Manager unless otherwise specified. The City's Project Manager must witness all field measurements.
- B. When depths are indicated in the line item, they must be measured vertically from the existing grade, paved or unpaved, to the pipe invert.
- C. It is intended that all work required for completion must be included in the various line items as described in the following paragraphs.
 1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2" thick minimum in manholes)
 - a. This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of the manhole wall named in the Pricing Section. Measurement must be made from the bench, at its highest point, to the upper

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

limit of the actually treated wall, cone, or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, compete in place.

- b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.
 - c. Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.
2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)
- a. This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, compete in place.
 - b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.
3. BYPASS PUMPING OF SEWERS
- a. BYPASS PUMP AND PIPING SETUP
 - i. These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station, and wet well rehabilitation. The successful respondent must attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City, bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

required. Bypass pumping must be bid on the basis of the sewer size which is bypassed.

- ii. These items must include, but are not limited to all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.
- iii. Plugging or blocking a sewer line must be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP

- i. These items will be paid for on a per-day basis for the operation of the bypass pumps. Bypass pump operation will be on the basis of the size of the pump used. These items must include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER

- a. This pay item provides complete compensation for furnishing new manhole rings and covers as specified by the City.

6. RECONSTRUCT A COMPLETE BENCH AND FLOW CHANNEL

- a. This pay item provides complete compensation for furnishing all necessary labor, equipment, and materials required to re-construct a complete bench and flow channel, as required per the City's minimum standards.

7. INSTALLATION OF CHIMNEY SEALS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES

- a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove and replace all existing piping, check valves, plug valves, and all miscellaneous materials required for

Request For Bid #RFB 23-085

Title: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits the existing valve vault. All work must comply with the City of Clermont minimum standards.



City of Clermont
Procurement Services Department
685 W. Montrose Street
Clermont, FL 34711

VENDOR INFORMATION

The following information along with a current W-9 form must be provided to the Procurement Services Department for all new vendors and when current vendors remit information changes.

Name of Individual or Business: RCM Utilities, LLC

Contact Person and Title: Melissa Moss Controller

Vendor Street Address: 100 W. Mills Ave

Vendor City, State, ZIP: Eustis, FL 32726

Vendor Mailing Address (if different from above): _____

Vendor Email Address: melissa@rcmutilities.com

Vendor Email Address for Purchase Order (if different from above): _____

melissa@rcmutilities.com

Phone Number: 352-561-2990 Fax Number: 352-292-0139

Taxpayer Identification Number (include a copy of your W9 form): 82-4160762

Remit to Information (if different from above):

Payment Remit to Name: _____

Payment Remit to Address: _____

Payment Remit to City, State, ZIP: _____

Please return the completed Vendor Information along with the required W-9 form by email to:
procurementservices@clermontfl.org

For any questions, please call the Procurement Services Department at (352) 241-7350.

Exhibit "B"
Piggyback Unit Costs to the City of Mount Dora Based Upon Underlying Agreement No.
2023-072 between the City of Clermont and RCM Utilities, LLC for Sanitary Sewer
Manhole, Vault, and Lift Station Rehabilitation

EXHIBIT B

Piggyback Unit Costs to the City of Mount Dora Based upon Agreement No. 2023-072 with the City of Clermont for Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION)

RCM Utilities, LLC

Line Item Description	UOM	Unit Cost
1 Cementitious lining of Brick Manhole – 48 in. Diameter	VF	\$175.00
2 Cementitious lining of Pre-cast Manhole – 48 in. Diameter	VF	\$150.00
3 Cementitious lining of Brick Manhole – 60 in. Diameter	VF	\$195.00
4 Cementitious lining of Pre-cast Manhole – 60 in. Diameter	VF	\$185.00
5 Adjust Existing Manhole Casting within Asphalt Pavement	EA	\$2,050.00
6 Adjust Existing Manhole Casting within Green Area	EA	\$500.00
7 Furnish New Ring and Cover USF 170 (SANITARY)	EA	\$295.00
8 Re-Construct Manhole Bench and Flow Channel	EA	\$1,000.00

GROUP 2 PRICING (LIFT STATION REHABILITATION)

Line Item Description	UOM	Unit Cost
9 Lift Station Surface Rehabilitation by Cementitious Lining.	SF	\$28.00
10.a Bypass 8 in. Sewer Setup	EA	\$1,200.00
10.b Bypass 10 in. to 12 in. Sewer Setup	EA	\$1,000.00
10.c Bypass 15 in. to 18 in. Sewer Setup	EA	\$750.00
10.d Sewer Bypass 4 in. Pump	Per Day	\$800.00
10.e Sewer Bypass 6 in. Pump	Per Day	\$1,000.00
10.f Sewer Bypass 8 in. Pump	Per Day	\$1,100.00
11.a Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	EA	\$3,900.00
11.b Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	EA	\$4,600.00
11.c Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	EA	\$10,300.00
12.a Re-Construct Lift Station Fillet – 6 ft. Diameter	EA	\$500.00
12.b Re-Construct Lift Station Fillet – 8 ft. Diameter	EA	\$800.00

12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	EA	\$1,200.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	EA	\$1,500.00
13	Removal of Existing Coating	SF	\$10.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	EA	\$13,500.00
14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	EA	\$16,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	EA	\$21,500.00
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	EA	\$28,500.00
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	EA	\$35,000.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coat	EA	\$6,000.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coat	EA	\$6,500.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar Epoxy Coating)	EA	\$11,200.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar Epoxy Coating)	EA	\$12,400.00
17.a	Temporary Bypass Riser – 4 in.	EA	\$9,800.00
17.b	Temporary Bypass Riser – 6 in.	EA	\$11,700.00
17.c	Temporary Bypass Riser – 8 in.	EA	\$15,600.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	EA	\$1,900.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	EA	\$2,200.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	EA	\$2,200.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	EA	\$2,700.00
20	Furnish and Install 3 in. Drain	EA	\$800.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	EA	\$500.00
22.a	Drain and Clean Wet Well – 6 ft.	EA	\$1,000.00
22.b	Drain and Clean Wet Well – 8 ft.	EA	\$1,200.00
22.c	Drain and Clean Wet Well – 10 ft.	EA	\$1,400.00
22.d	Drain and Clean Wet Well – 12 ft.	EA	\$1,600.00
23.a.i	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) PVC Force Main	EA	\$10,200.00

23.a.ii	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) Ductile Force Main	EA	\$10,200.00
23.b.i	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) PVC Force Main	EA	\$10,500.00
23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	EA	\$10,500.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	EA	\$11,200.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	EA	\$11,200.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	EA	\$15,500.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	EA	\$15,500.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve)PVC Force Main	EA	\$16,000.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	EA	\$16,000.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original base bid price)	EA	\$7,500.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b-6 in. (This price will be either added if more or subtracted if less from original base bid price)	EA	\$8,300.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original base bid price)	EA	\$15,500.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original base bid price)	EA	\$16,500.00
24.e	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.e – 12 in. (This price will be either added if more or subtracted if less from original base bid price)	EA	\$18,500.00

25.a	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6	EA	\$19,000.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8	EA	\$19,500.00
25.c	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10	EA	\$24,500.00
25.d	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12	EA	\$20,500.00
26.a	2-in. Line Stop Stainless Steel	EA	\$7,200.00
26.b	4-in. Line Stop Stainless Steel	EA	\$7,800.00
26.c	6-in. Line Stop Stainless Steel	EA	\$8,300.00
26.d	8-in. Line Stop Stainless Steel	EA	\$8,800.00
26.e	10-in. Line Stop Stainless Steel	EA	\$11,900.00
26.f	12-in. Line Stop Stainless Steel	EA	\$12,400.00
26.g	14-in. Line Stop Stainless Steel	EA	\$20,000.00
26.h	16-in. Line Stop Stainless Steel	EA	\$20,000.00
26.i	20-in. Line Stop Stainless Steel	EA	\$25,500.00



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

DATE: July 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval for the Purchase and Installation of Police Vehicle Emergency Equipment Under an Agreement with DANA Safety Supply

Introduction:

This is a request for Council to approve the purchase and installation of Police Vehicle Emergency Equipment.

Discussion:

During the 2022/2023 budget process, Council approved the purchase of four (4) Police Interceptors for the Police Department. Because of supply chain issues and reduced availability, the vehicles were not delivered until 2024.

The Police Interceptors are generally not equipped with emergency equipment at the time of manufacture and delivery, unless specifically ordered that way. To transition the vehicles into emergency police vehicles, emergency equipment needs to be installed on the vehicles. The City of Mount Dora and the Mount Dora Police Department have contracted with DANA Safety Supply to install the emergency equipment on the City's police vehicles. These purchase orders are consistent with the City's piggyback contract entered into with DANA Safety Supply, Inc. on March 8, 2023, which is included in the agenda packet as Attachment #2 for this item.

Budget Impact:

The cost to purchase and install emergency equipment on four (4) Police Interceptors is \$78,581.92. Funding for the police vehicle emergency equipment is provided in GL No. 111-1710-521.64-01.

Strategic Impact:

Goal 2: Public Safety. Emergency equipment on police vehicles transforms vehicles into lawful emergency vehicles.

Recommendation:

It is the recommendation of the Mount Dora Police Department that Council approve the purchase and installation of police vehicle emergency equipment under the City's agreement with DANA Safety Supply.

Attachment(s):

1. Attachment #1 Purchase Requisition No. 24-2707 (2)
2. Attachment #2 Agreement.DANA Safety Supply.PD.Law Enforcement Vehicle Equipment and Emergency Vehicle Installation and Service.03.08.2023

Prepared by: Michael Gibson, Chief of Police
Reviewed by: Michael Gibson, Chief of Police
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/27/2024
Approved - 6/27/2024
Approved - 6/28/2024
Approved - 7/9/2024
Approved - 7/9/2024
Final Approval - 7/9/2024

Purchase Requisition

Purchase Requisition No 24-2707

Requested Date 04/22/2024

Department POLICE

Required Date 04/22/2024

Requested By mccullocha

Preferred Vendor 101676
DANA SAFETY SUPPLY

Address 4809 KOGER BLVD

GREENSBORO, NC 27407

Req. Description UPFITTING FOR 4 PIU PATROL VEHICLES FROM DUVAL FORD

Qty.	Description	GL Number 1	Unit Price	Amount
4	4 PIU PATROL VEHICLES FROM	111-1710-521.64-01	19,645.48	78,581.92
Total:				78,581.92

ATTACHMENT #1

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

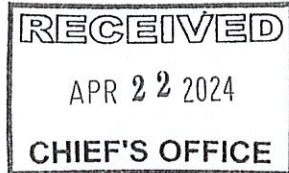
Sales Quote No.	525260-F
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
ATT: ADAM McCULLOCH
MT DORA, FL 32757

Ship To

DSS ORLANDO
ATTN INSTALL:4 PATROL PIU
FL



Contact: Adam McCulloch
Telephone: 352-455-4238

E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone:
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method	
03/19/24		GROUND SHIPMENT		QUOTED FREIGHT		4 PIU PATROL		NET30	
Entered By			Salesperson			Ordered By		Resale Number	
Jenny Malchiodi			KEN STIVERS - ORLANDO			SGT ADAM McCULLOCH		45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
0	0	N	VEHICLE VEHICLE - SEE SPECS BELOW Warehouse: ORLAN LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED YEAR: 2023 MAKE: FORD MODEL: PIU PKG. PATROL ENFWB003G7 SOI, NFLIB, FRNT, 8MOD, 2020-23 PIU W/O76P, RBW/RBW Warehouse: ORLAN QSF025897 Ford Explorer/PI Utility w/o Option 76P (2020-22) Split Front (DRV) [T18][T18][T18][T18][T18][T18][T18] (PAS) [RBW][RBW][RBW][RBW][RBW][RBW][RBW] Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) QSF003836				0.0000	0.00	
4	4	Y					931.9000	3,727.60	

Print Date	04/01/24
Print Time	08:05:16 AM
Page No.	1

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #1

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	525260-F
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
ATT: ADAM McCULLOCH
MT DORA, FL 32757

Ship To

DSS ORLANDO
ATTN INSTALL:4 PATROL PIU
FL

Contact: Adam McCulloch
Telephone: 352-455-4238
E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone:
E-mail:

E-mail: mccullocha@c1.mount-dora.fl.us						E-mail:		
Quote Date	Ship Via		F.O.B.		Customer PO Number		Payment Method	
03/19/24	GROUND SHIPMENT		QUOTED FREIGHT		4 PIU PATROL		NET30	
Entered By			Salesperson		Ordered By		Resale Number	
Jenny Malchiodi			KEN STIVERS - ORLANDO		SGT ADAM McCULLOCH		45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price
4	4	Y	ENFWB009TN SOI, NFILB, REAR, 6MOD, 2020-23 PIU, RBA/RBA Warehouse: ORLAN QSF025903 Ford Explorer/PI Utility w/o Option 76P (2020-22) Solid Rear (DRV) [T18][T18][T18][T18][T18] (PAS) [RBA][RBA][RBA][RBA][RBA][RBA] Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included)				720.3900	2,881.56
4	4	N	ENGSA5200RSR SOI, 500 SERIES KNOB/PB 200W CNTRL, +VOICE PLBK Warehouse: ORLAN				658.3300	2,633.32
8	8	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: ORLAN				153.1100	1,224.88
8	8	Y	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: ORLAN				73.4100	587.28
4	4	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ORLAN				202.4800	809.92

Print Date	04/01/24
Print Time	08:05:16 AM
Page No.	2

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #1

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	525260-F
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
ATT: ADAM McCULLOCH
MT DORA, FL 32757

Ship To

DSS ORLANDO
ATTN INSTALL:4 PATROL PIU
FL

Contact: Adam McCulloch
Telephone: 352-455-4238
E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone:
E-mail:

E-mail: mccullocha@ci.mount-dora.fl.us						E-mail:				
Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method		
03/19/24		GROUND SHIPMENT		QUOTED FREIGHT		4 PIU PATROL		NET30		
Entered By			Salesperson			Ordered By			Resale Number	
Jenny Malchiodi			KEN STIVERS - ORLANDO			SGT ADAM McCULLOCH			45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price		
8	8	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ORLAN 100J series composite speaker w/ universal bail brkt-100 watt				138.0000	1,104.00		
8	8	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: ORLAN				25.1800	201.44		
4	4	Y	ETSKLF101 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: ORLAN LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket				415.7300	1,662.92		
4	4	Y	ETSSLFVBK07 SOI 2020 PIUT AFTERSHOCK MNT BRACKET PASS. Warehouse: ORLAN				25.1800	100.72		
8	8	N	HEADLIGHT AND TAIL LIGHT PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: ORLAN				10.6700	85.36		
8	8	Y	EMPS1STS4RBW SOI, MPWR FASCIA, 3", STM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN in grille				103.2900	826.32		

Print Date	04/01/24
Print Time	08:05:16 AM
Page No.	3

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #1

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	525260-F
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
ATT: ADAM McCULLOCH
MT DORA, FL 32757

Ship To

DSS ORLANDO
ATTN INSTALL:4 PATROL PIU
FL

Contact: Adam McCulloch
Telephone: 352-455-4238
E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone:
E-mail:

E-mail: mccullocha@ci.mount-dora.fl.us

E-mail: jmalchiodi@ci.mount-dora.fl.us

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/19/24	GROUND SHIPMENT	QUOTED FREIGHT	4 PIU PATROL	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Jenny Malchiodi		KEN STIVERS - ORLANDO	SGT ADAM McCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
8	8	Y	EMPS2SMS5RBW SOI, MPWR FASCIA, 4", SM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN in fog lamp area below marker light	109.5700	876.56
8	8	Y	PMPSABZ01B SOI 4" MPOWER METAL BLACK BEZEL Warehouse: ORLAN	9.3900	75.12
16	16	N	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN 2- ONE ONE EACH SIDE OF TAG, BRAKE LIGHT AND REVERSE INTIGRATION 2- one each side under the hatch with white override seen when hatch is lifted	109.5700	1,753.12
8	8	Y	EMPS4STS5RBW SOI, MPWR HD, 4", STM, CLR HSG, RED/BLU/WHT Warehouse: ORLAN 1- EACH REAR SIDE CARGO WINDOWS IN SHROUDS	109.5700	876.56
8	8	N	ESLRL61058 SOI, SL RUNNING, 61", 5MOD, R/B/W, 3CLR/TRIO Warehouse: ORLAN RUNNING BOARDS. STEADY WHITE ALLEY.	266.3400	2,130.72
8	8	Y	PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: ORLAN	20.0600	160.48

Print Date	04/01/24
Print Time	08:05:16 AM
Page No.	4

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #1

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	525260-F
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND ATT: ADAM McCULLOCH MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL:4 PATROL PIU FL

Contact: Adam McCulloch
Telephone: 352-455-4238
E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone:
E-mail:

E-mail: mccullocha@ci.mount-dora.fl.us

E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/19/24	GROUND SHIPMENT	QUOTED FREIGHT	4 PIU PATROL	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Jenny Malchiodi		KEN STIVERS - ORLANDO	SGT ADAM McCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
8	8	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: ORLAN	158.7800	1,270.24
8	8	Y	PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: ORLAN	17.5000	140.00
4	4	Y	43-P94RB Code 3 D-Pillar, PIU, CD3794, RB-RB Warehouse: ORLAN	783.1000	3,132.40
16	16	Y	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: ORLAN	60.8300	973.28
8	8	Y	EXFS10002-J SOI XF Flush Mount LED Light Red/Blue Warehouse: ORLAN	55.0700	440.56
4	4	Y	MOUNT ON THE BOTTOM OF THE WHEEL WELL TRIM FACING OUTWARD C-VS-1210-INUT HAV, CONSOLE BOX, 2020-24 PIU, RMK TAB, 22" Warehouse: ORLAN C-EB25-XTL-1P C-EB40-SO5-1P C-EB25-MWG-1	327.6800	1,310.72

Print Date	04/01/24
Print Time	08:05:16 AM
Page No.	5

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #1

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	525260-F
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND ATT: ADAM McCULLOCH MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL:4 PATROL PIU FL

Contact: Adam McCulloch
Telephone: 352-455-4238
E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone:
E-mail:

E-mail: mccullocha@ci.mount-dora.fl.us

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/19/24	GROUND SHIPMENT		QUOTED FREIGHT	4 PIU PATROL	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Jenny Malchiodi			KEN STIVERS - ORLANDO	SGT ADAM McCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: ORLAN		234.8800	939.52
4	4	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: ORLAN		42.8800	171.52
4	4	Y	C-ARM-108 HAV SIDE MOUNTED FLIP UP ARM REST Warehouse: ORLAN		159.3600	637.44
4	4	Y	C-LP3-USB-BL1 HAV CONSOLE ACCESSORY BRACKET KIT W/ 3 LIGHTER P Warehouse: ORLAN		113.9200	455.68
4	4	Y	UT-1003 Universal Rugged Cradle for approx 11"-14" devices Warehouse: ORLAN		216.3200	865.28
4	4	Y	C-PM-134-PC HAV BROTHER POCKETJET 8 PRINTER MOUNT, FORD PIU Warehouse: ORLAN		225.2800	901.12
4	4	Y	PK0602ITU20TM SMC #10VS C RP UNCOATED POLY Partition Warehouse: ORLAN		734.3000	2,937.20

Print Date	04/01/24
Print Time	08:05:16 AM
Page No.	6

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #1

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	525260-F
Customer No.	MTDOR

Bill To

MT DORA, CITY OF
1250 N HIGHLAND
ATT: ADAM McCULLOCH
MT DORA, FL 32757

Ship To

DSS ORLANDO
ATTN INSTALL:4 PATROL PIU
FL

Contact: Adam McCulloch
Telephone: 352-455-4238
E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone:
E-mail:

E-mail: mccullocha@ci.mount-dora.fl.us

E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/19/24	GROUND SHIPMENT	QUOTED FREIGHT	4 PIU PATROL	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Jenny Malchiodi		KEN STIVERS - ORLANDO	SGT ADAM McCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	PK0316ITU202ND SMC 12VS CARGO AREA PARTITION, COATED POLY Warehouse: ORLAN "Cargo Area Rear Partition#12VS Stationary WindowCoated Polycarbonate*FOR USE WITH: -2nd Row Seat" STATE YEAR OF VEHICLE - 2023 *****	440.3000	1,761.20
8	8	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: ORLAN	32.2200	257.76
4	4	Y	QK0634ITU20 SMC OEM REPLACEMENT SEAT WITH CTR PULL BELTS Warehouse: ORLAN FITS 2020+ FORD PIUT *****	692.3000	2,769.20
4	4	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: ORLAN	230.3000	921.20
4	4	Y	DK0100ITU20 SMC TPO POLYMER OVER MOLDED DOOR SKIN Warehouse: ORLAN DK0100ITU20	223.3000	893.20

Print Date	04/01/24
Print Time	08:05:16 AM
Page No.	7

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #1

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	525260-F
Customer No.	MTDOR

Bill To
MT DORA, CITY OF 1250 N HIGHLAND ATT: ADAM McCULLOCH MT DORA, FL 32757

Ship To
DSS ORLANDO ATTN INSTALL:4 PATROL PIU FL

Contact: Adam McCulloch
Telephone: 352-455-4238
E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/19/24	GROUND SHIPMENT		QUOTED FREIGHT	4 PIU PATROL	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Jenny Malchiodi			KEN STIVERS - ORLANDO	SGT ADAM McCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	TK0241ITU20 SMC CARGO STORAGE SYSTEM – DSC – BSN Warehouse: ORLAN		1,259.3000	5,037.20
4	4	Y	CARGO STORAGE SYSTEM – DSC – BSN 20702 SLI SL-20L WITH 12V DC 1 CHARGER SLEEVE NIMH Warehouse: ORLAN		136.7000	546.80
4	4	Y	C4 LED, 350 LUMEN RECHARGEABLE FLASHLIGHT, AIRCRAFT ALUMINUM 13 1" L GRAPHICS GRAPHICS FOR VEHICLE Warehouse: ORLAN		900.0000	3,600.00
4	4	Y	3720 WAGAN 1000w Power Inverter Warehouse: ORLAN		98.1300	392.52
4	4	Y	HARDWIRE MOUNT ON PASS SIDE OF CONSOLE INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		255.0000	1,020.00

Print Date	04/01/24
Print Time	08:05:16 AM
Page No.	8

Printed By: Ken Stivers

Continued on Next Page

ATTACHMENT #1

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	525260-F
Customer No.	MTDOR

Bill To
MT DORA, CITY OF
1250 N HIGHLAND
ATT: ADAM McCULLOCH
MT DORA, FL 32757

Ship To
DSS ORLANDO
ATTN INSTALL:4 PATROL PIU
FL

Contact: Adam McCulloch
Telephone: 352-455-4238
E-mail: mccullocha@ci.mount-dora.fl.us

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/19/24	GROUND SHIPMENT	QUOTED FREIGHT	4 PIU PATROL	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Jenny Malchiodi		KEN STIVERS - ORLANDO	SGT ADAM McCULLOCH	45-1802212154C	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN install customer supplied watchguard camera system PRE WIRE FOR RADIO install radar HARDWIRE PRINTER INSTALL RADIO ANTENNA	5,025.0000	20,100.00
4	4	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ORLAN TWO FRONT WINDOWS AND A CERAMIC STRIP LEGAL	185.0000	740.00
ENSURE THESE ARE NOT VEHICLES WITH THE 76P OPTION BEFORE ORDERINGFOR SCHEDULING INSTALLATION AND PICK UP PLEASE CONTACT THE PERSON LISTED BELOW: CONTACT NAME: ADAM MCCOLLOCH CONTACT RANK: STAFF DIRECTOR CONTACT CELL NUMBE(352) 901-2174R: CONTACT EMAIL:mccullocha@mountdora.gov					
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days					

Print Date	04/01/24
Print Time	08:05:16 AM
Page No.	9

Printed By: Ken Stivers

Subtotal	73,931.92
Freight	4,650.00
Order Total	78,581.92

ATTACHMENT #2

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 DANA SAFETY SUPPLY, INC., 561 Stevens Street, Jacksonville, Florida 32254, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make purchases, utilizing that Orange County Sheriff's Office Law Enforcement Emergency Vehicle Equipment and Emergency Vehicle Installation solicitation, RFP #196-22; and

WHEREAS, the CONTRACTOR submitted to Orange County Sheriff's Office pursuant to solicitation RFP# 196-22, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract"; and,

WHEREAS, the CITY has determined that the CONTRACTOR has exhibited, through **Exhibit "A"** attached hereto, that it is capable of providing the products/services required by the CITY.

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 from the date of execution by the CITY through September 8, 2025, and may be extended for two (2) additional periods of one (1) year.

SECTION 2. SERVICES AND PRICING.

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

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

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

ATTACHMENT #2

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

CONTRACTOR: Dana Safety Supply, Inc.
561 Stevens Street
Jacksonville, Florida 32254

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors

ATTACHMENT #2

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
HANDJ@CITYOFMOUNTDORA.COM**

ATTACHMENT #2

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

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

SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

SECTION 15. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

ATTACHMENT #2

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

SECTION 16. TERMINATION.

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

SECTION 17. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

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

SECTION 18. ELECTRONIC SIGNATURE.

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

Signatures on Following Page

ATTACHMENT #2

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 27th day of MARCH, 2023.

CITY OF MOUNT DORA

[Signature]
CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

[Signature]
JEANANN HAND
CITY CLERK

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

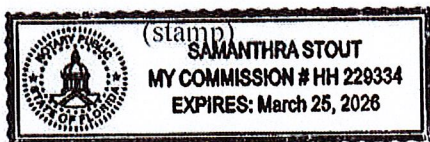
[Signature]
Sherry G. Sulphen
City Attorney

CONTRACTOR

[Signature]
Print: Sidney Wells
Title: Regional General Manager

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of _____, as Regional General Manager of Pine Safety Supply, 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 28 day of February, 2023.



[Signature]
NOTARY PUBLIC

ATTACHMENT #2

Exhibit "A"

Cooperative Contract submitted by
Dana Safety Supply, Inc.

Pursuant to
Orange County Sheriff's Office RFP# 196-22

ATTACHMENT #2

BID # 196-22

MANUFACTURERS BY CATEGORY

DANA SAFETY SUPPLY

Emergency Vehicle Lighting		
Manufacturer	Products Offered	% off MSRP
911 Signal	Emergency and commercial vehicle lighting	30%
Able2 Products	Emergency and commercial vehicle lighting	40%
Brooking Industries	Emergency and commercial vehicle lighting	30%
Code 3	Emergency and commercial vehicle lighting	30%
D&R Electronics	Emergency and commercial vehicle lighting	15%
ECCO	Emergency and commercial vehicle lighting	40%
GoLight	Scene lighting	20%
GoLight	Helios (thermal imaging) and parts / accessories	5%
Maxxima	Emergency and commercial vehicle lighting	15%
Star Warning Products	Emergency and commercial vehicle lighting	40%
Unity Spotlights	Scene lighting	50%
Vehicle Push Bumpers / Prisoner & K9 Transport		
Manufacturer	Products Offered	% off MSRP
AceK9 / Radiotronics	K9 transport electronics	3%
Brooking Industries	Prisoner transport (seats and window bars)	30%
D&R Electronics	K9 Transport, cargo partitions, and window bars	15%
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%
Go Rhino	Prisoner transport (seats)	8%
Jotto Desk	Prisoner transport (partition, seats, window bars)	18%
Pro-gard Products	Prisoner transport (partition, seats, window bars)	20%
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%
Ranch Hand	Push bumpers	10%
Ray Allen	K9 transport electronics	3%
Vehicle Weapon Mounts & Storage		
Manufacturer	Products Offered	% off MSRP
Big Sky Gun Racks	Gun racks	10%
CargoGilde	Truck storage access solution	10%
D&R Electronics	Gun racks and storage boxes	15%
DECKED	Storage solution for truck bed	15%
Go Rhino	Gun racks and storage boxes	15%
Jotto Desk	Gun racks	18%
Lund Industries	Gun racks and storage boxes	10%
OPS	Storage boxes	15%
Prisoner Transport Systems (PTS)	Storage boxes	10%
Pro-gard Products	Gun racks and storage boxes	20%
Rockland	Storage boxes	20%
Santa Cruz Gun Locks	Gun racks	18%
Truck Vault	Storage boxes	5%
Tuffy	Storage boxes	15%
Tufloc / Esmet	Storage boxes	10%
Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers		
Manufacturer	Products Offered	% off MSRP
Brother Mobile Solutions	Printers and accessories	5%
D&R Electronics	Consoles, laptop mounts, docking stations	15%
HINT Mounts	Consoles, laptop mounts, docking stations	12%
Jotto Desk	Consoles, laptop mounts, docking stations	18%
LEM Solutions	Printer mounts	3%
Lund Industries	Consoles, laptop mounts, docking stations	10%
PMT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%
Prisoner Transport Systems (PTS)	Consoles	10%
RAM Products	Consoles and laptop mounts	30%
Samsung	Computing devices	5%
Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety		
Manufacturer	Products Offered	% off MSRP
Decatur Electronics	In-car video and radar	3%
Digital Ally	Body camera and in-car video	2%
MPH Radar	Radar	3%
Point Blank / Advanced Tech Group	Body camera and in-car video	5%
Panasonic / IPro	In-car video	2%
Rearview Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%

ATTACHMENT #2

MANUFACTURERS BY CATEGORY

DANA SAFETY SUPPLY

Stalker	Radar	
Utility	Body camera and in-car video	3%
WatchGuard	Body camera and in-car video	3%
		2%
Flashlights & Other Lighting		
Manufacturer	Products Offered	% off MSRP
Bayco Products	Flashlights	
Maglite	Flashlights	30%
Pelican Products	Flashlights and scene lighting	30%
Streamlight	Flashlights	25%
Sure Fire	Flashlights	30%
		12%
Truck Toppers / Caps		
Manufacturer	Products Offered	% off MSRP
A.R.E.	Toppers and tonneau covers	
BAKFlip	Bed cover	5%
Reading	Steel commercial caps	10%
Roll n Lock	Bed cover	5%
SpaceKap	Transferable fiberglass caps	12%
		2%
Van Storage Equipment		
Manufacturer	Products Offered	% off MSRP
Kargo Master	Van interior packages, van ladder racks	
Legend Fleet Solutions	Van interior floor and wall solutions	5%
Masterack	Van interior packages, van ladder racks, van interior floor and wall liners	5%
OPS	Van interior packages	15%
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	10%
		5%
DSS Products & Services		
Manufacturer	Products Offered	Pricing
DSS Graphics	Design, printing, installation, and removal services	Quoted per job
DSS Products	Private label products or sole distributor products	15% off MSRP
DSS Website	www.danasafetysupply.com - All products	5% off MSRP
Fleet Safety Website	www.fleetsafety.com - All products	5% off MSRP
Install Rate	Hourly install rate for install and repair services	\$150 per hour
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	\$1 per mile
Full Line Supplier of Other Items		
Manufacturer	Products Offered	% off MSRP
Panorama Antennas	Antennas for vehicle mounting	
		10%



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

DATE: July 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to Apply for Florida's Urban and Community Forestry-Capacity Grant (UCF-C) 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-Capacity Grant (UCF-C) and authorization for the Mayor to sign the grant application when complete.

Discussion:

Florida's Urban and Community Forestry-Capacity Grant (UCF-C) is a 50% matching grant. Organizations may apply for up to \$50,000.00 in State funds.

The primary purpose of this UCF-C grant program is to promote better urban forest management and obtain the 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 must be properly managed to maximize the benefits they provide to the community. By properly managing their tree infrastructure, 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.

The City Arborist and Horticulturalist both identified issues with tree canopies in some of the City's 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 the City and its parks is a treasured commodity that residents and staff recognize as worthy of protection. This grant will provide the City funds to take the appropriate steps to plan for a future tree canopy within the City's parks. The extent to which the City can plan for the first phase is contingent upon the scope and expenses associated with the identified issues.

Budget Impact:

Florida's Urban and Community Forestry-Capacity Grant (UCF-C) requires 50% match with up to \$50,000 in available funding. 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-Capacity Grant (UCF-C) and authorize the Mayor to sign the application when complete.

Attachment(s):

1. Attachment #1 2024 Urban Forestry- Capacity Grants

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Troy Shonk, Parks & Recreation Director
Matthew Dodson, Budget Officer
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 7/1/2024
Approved - 7/9/2024
Approved - 7/9/2024
Final Approval - 7/9/2024



Urban and Community Forestry-Capacity Grants

The primary purpose of this UCF-C grant program is to promote better urban forest management and the 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 must be properly managed to maximize the benefits they provide to the community. By properly managing their tree infrastructure, 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.

Application Deadline: July 19, 2024 (Multiple Applications Allowed)

Contribution Match: 50%

Maximum Award: \$2,500-\$50,000

FDACS, Florida Forest Service (FFS) is requesting proposals for grants to:

- Planting trees in areas where they would provide tangible benefits to Floridians through energy reduction, mitigating urban heat, water or air quality improvement, stormwater runoff avoidance, or increased greenspace accessibility.
- Establishing a food forest or urban orchard.
- Conducting a tree inventory of public areas and assess the condition of individual trees.
- Conducting an urban tree canopy assessment to gather information about how much tree canopy is in the area and how it is distributed across the landscape.
- Developing an urban forest management plan.
- Implementing informational and educational programs to improve the understanding of residents and local officials of the benefits of maintaining a healthy tree canopy; and
- Developing a workforce development program to educate students and residents about career opportunities in the green industry; and provide hands on experience to give them the necessary skills.



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

DATE: July 16, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Agreement with Halff Associates, Inc. for Professional Consultant Services Wastewater Treatment Plant 2 (WWTP 2) Expansion.

Introduction:

This is a request for Council to approve an agreement with Halff Associates, Inc. for professional consultant services WWTP 2 expansion.

Discussion:

The Wastewater Treatment Plant Number 2 (WWTP2) is located at 2055 James Snell Drive located south of SR-46 on the west side of US-441. This facility has a design capacity of 1.25 million gallons per day (MGD). Unprecedented growth in the service area of WWTP2 has resulted in a need to expand the facility in order to accommodate the wastewater treatment demands of the current commitments and plans for large future projects.

On May 10, 2024, Request for Qualification (RFQ) #24-UT-012, was issued and resulted in receipt of three (3) timely proposals.

Proposals were received on June 10, 2024. The proposals received were responsive to all RFQ requirements. The Evaluation Committee met on June 17, 2024, to discuss and score the three (3) proposals received. The discussion was detailed and the scoring was consistent. The resulting shortlist and final ranking is as follows:

- #1 – Halff Associates, Inc.
- #2 – Kimley-Horn and Associates, Inc.
- #3 – Mittauer and Associates, Inc.

The Evaluation Committee unanimously voted to recommend that Council award the contract to Halff Associates, Inc. the top ranked firm.

Budget Impact:

This portion of the project is for the engineering design of the WWTP2 expansion and is budgeted under account code 425-5555-580.63-01.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council to approve an agreement with Halff Associates, Inc. for professional consultant services WWTP 2 expansion.

Attachment(s):

1. Half Associates Inc. Services Agreement w Exhibits reduced 07-08-2024

Prepared by: Bill Mitchell, City Engineer
Reviewed by: Bill Mitchell, City Engineer
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 7/8/2024
Approved - 7/9/2024
Approved - 7/9/2024
Approved - 7/10/2024
Approved - 7/10/2024
Final Approval - 7/10/2024

AGREEMENT

THIS AGREEMENT 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 Halff Associates, Inc., a Foreign corporations, organized in the State of Texas, with its principal Florida address located at 902 N. Sinclair Avenue, Tavares, FL 32778, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH:

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein; and

WHEREAS, this Agreement is the culmination of a sealed, public, and competitive request for qualifications for professional consultant services – RFQ# 24-UT-012 – for the expansion of the CITY’s Wastewater Treatment Plant #2; and

WHEREAS, the terms and conditions of RFQ# 24-UT—12, as well as the CONTRACTOR’s solicitation response are fully incorporated into the terms of this Agreement and are attached hereto as **Exhibits “A” and “B.”**

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 be through March 31, 2028, or for a period of 1,306 calendar days beginning on the date of execution by the CITY or until the services are completed, including, but not limited to, construction management services, close out and final acceptance by the City, whichever is sooner, and the term may be extended through written Amendment between the parties.

SECTION 3. **SCOPE OF SERVICES AND GENERAL TERMS AND CONDITIONS.**

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** at pages 6-8 and which are attached hereto. The General Terms and Conditions of Exhibit “A”, found therein at pages 10-13, are also fully incorporated into the terms of this Agreement. The CONTRACTOR’s Solicitation Response, **Exhibit “B,”** is further incorporated into the terms of this Agreement. To the extent of any conflict between **Exhibits “A” and “B”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

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

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

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

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

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on 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, subcontractors, 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 2024 Engineering Labor Rates (FL) set forth in **Exhibit "C."** To the extent of any conflict between **Exhibit "C"** and the terms and conditions of this Agreement, the RFQ, or the Solicitation Response, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

The CITY may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party. In the event of termination, payment due to CONTRACTOR will be pro-rated for work performed.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

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

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE:
 - a. Combined Single Limit: \$500,000 per accident,

OR

 - b. Bodily Injury: \$500,000 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; and
 6. ERRORS AND OMISSIONS or PROFESSIONAL MALPRACTICE COVERAGE: One Million Dollars (\$1,000,000.00)
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insured,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

- C. The CONTRACTOR shall name the “City of Mount Dora” as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers’ Compensation, and provide the CITY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR’s obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and 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 upon reasonable request.
- G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers’ Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. **APPLICABLE LAW, VENUE, JURY TRIAL.**

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

SECTION 14. **PUBLIC RECORDS.**

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the

CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

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

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, subcontractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY, its elected officials, officers and employees, 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, subcontractors,

representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law. Section 18 shall survive the completion or 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, 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 inure 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. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained,

shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

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

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

CONTRACTOR: Halff Associates, Inc.
 902 N. Sinclair Avenue
 Tavares, FL 32778

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 DOCUMENTATION CONFLICT.**

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

SECTION 28. **CONFLICT OF INTEREST.**

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

SECTION 29. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, 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 subcontractors 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. SOVEREIGN IMMUNITY.

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

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

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

SECTION 35. ELECTRONIC SIGNATURES.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through

the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 36. ATTACHMENTS.

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the CITY as part of the CONTRACTOR’s response to the CITY’s solicitation for the Agreement. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitting such attachments to the CITY with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the CITY.

[SIGNATURES ON FOLLOWING PAGE]

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF MOUNT DORA

Vince Sandersfeld, City Manager

ATTEST:

Jeanann Hand, City Clerk

As to the sufficiency of form

Patrick Brackins, City Attorney

CONTRACTOR

By: [Signature]
Print: ROBERT ERN
Title: VICE-PRESIDENT

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Robert Ern, as vice president, of Half Associates, 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 not take an oath this 10th day of July, 2024.

(stamp)

Emma Booth
NOTARY PUBLIC, State of Florida

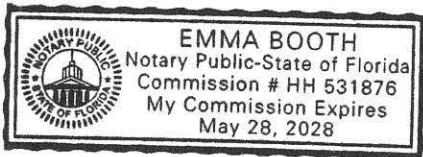


Exhibit “A”
RFQ# 24-UT-012

Request for Qualification

NUMBER
RFQ# 24-UT-012



City of Mount Dora

PROFESSIONAL CONSULTANT SERVICES – WWTP 2 EXPANSION

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications to provide **PROFESSIONAL CONSULTANT SERVICES – WWTP 2 EXPANSION** under **RFQ#24-UT-012**. Qualifications will be electronically received until **2:00 p.m., June 10, 2024** by the Purchasing Department.

RFQ# 24-UT-012
“PROFESSIONAL CONSULTANT SERVICES – WWTP 2 EXPANSION”

A pre-submittal conference is not applicable for this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: www.demandstar.com, www.cityofmoundora.com and also posted in the Lobby of City Hall. All meetings related to this RFQ will be held in person unless otherwise noted.

Remainder of Page Left Intentionally Blank

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

When applicable, this competitive solicitation is issued pursuant to Chapter 287.055 Florida Statutes, "Consultants' Competitive Negotiation Act" (CCNA), and 40 U.S. C. 1101-1104 (Brooks Act).

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the "Consultants Competitive Negotiation Act" (F.S. 287.055), the City of Mount Dora Finance Department (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide **PROFESSIONAL CONSULTANT SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the "Consultant".

As is more fully explained in Section "6L" of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,129. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year **2022-2023** and in the City's Annual Budget for fiscal year **2023-2024**. Copies of these documents may be viewed on www.mountdora.gov. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFQ** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mountdora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mountdora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mountdora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Advertise RFQ	May 10, 2024
Last Date for Receipt of Written Questions	May 22, 2024 at 4:00 PM TIME
Addendum Issued (If Applicable)	May 28, 2024
RFQ Opening (via ZOOM)	June 10, 2024 at 2:00 PM
Evaluation Committee to Shortlist	June 17, 2024 at 11:00 AM
Shortlisted Firm Presentations/Interviews (if requested)	June 24, 2024 from 9AM – 12 PM
Evaluation Committee to Recommend	June 24, 2024 at 12:15 PM
Notice of Recommendation	June 24, 2024
City Council Approval (anticipated)	July 16, 2024

All Evaluation Committee meetings and any applicable Presentations will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora FL 32757 unless noted otherwise.

2) GENERAL DESCRIPTION - SPECIFICATIONS OR SCOPE OF WORK

A. Purpose

The City of Mount Dora, Florida (“City”) is seeking proposals from experienced and well-qualified Consulting Engineering firms or individuals for the provision of services in accordance with the Specifications or Scope of Services described herein.

B. Introduction

The Wastewater Treatment Plant Number 2 (WWTP2) is located at 2055 James Snell Drive located south of SR-46 on the west side of US-441. The construction of WWTP2 began in 2000 and the facility was placed in service in 2002. The facility was designed and constructed to facilitate the doubling of the plant capacity in the future. The wastewater treatment facility is a nutrient reduction plant using oxidation basins with anoxic zones. It has a 1.25 million gallon per day (MGD) plant capacity. There are ongoing plans to increase capacity of the existing plant to 1.5 MGD.

C. Purpose of Request for Qualification

The WWTP2 service area has experienced a lot of growth over the last five (5) years. The current plant flows and approved developer commitments necessitate the ability to provide additional wastewater capacity in order to service the area.

D. Project Goals

To expand the WWTP2 facilities to ensure sufficient capacity to serve current and new development in the service area. This project must bring additional WWTP2 capacity to at least 3.0 MGD. The design will need to make allowances to maintain the operation of the facilities while construction is occurring.

The City of Mount Dora's goal is for WWTP2 to have a design that operates with a uniform process train. This avoids the need for multiple spare parts for each process train as well as the operational issues that arise due to multiple types of operation at a single site.

E. Scope of Services

The awarded Consulting Engineer for this project shall perform the following critical actions as part of the Proposal provided to the City of Mount Dora:

- Perform a review including, but not necessarily limited to, the following in order to become familiar with the current facility:
 - Existing plans
 - Site suitability for expansion
 - Capital Improvements over the last five (5) or more years
 - Operation and Maintenance manuals
 - Existing processes
 - Interview supervisors, operations, and maintenance staff to discuss concerns
 - Review condition of processes, structures, and equipment infrastructure
 - Pumps, valves, actuators, etc.
 - Capacity
 - Regulatory compliance with all applicable Florida Department of Environmental Protection (FDEP), United States Environmental Protection Agency (USEPA), Federal, State, County, and Local requirements. Examples: Air Quality, Occupational Safety and Health Administration (OSHA), Odor control, Effluent limits, etc.
 - Future regulations that may impact the facility
 - Process and final effluent wastewater quality
 - Supervisory control and data acquisition (SCADA) control system(s)
 - Energy efficiency
 - Electrical requirements for the site, generators, as well as service to the site
 - Maintenance records over the last five (5) years
 - Operational log sheets over the last five (5) years
 - Chemical usage over the last five (5) years
 - Process flows over the last five (5) years. Peak day, average day, minimum/average/maximum weekly and monthly.
 - Ability to meet current proposed development and reserve capacity.
 - Estimate future wastewater flows over the next five (5), ten (10), and fifteen (15) years.
 - Chemical processes, equipment, and storage
- Prepare four (4) copies of draft recommendations that summarize the findings, tabulate the testing, and recommend criteria for expansion design with supporting explanations including, but not necessarily limited to, the following:

- Recommendations for feasible approaches to expanding the WWTP2 along with conceptual approach, preliminary engineering cost estimate, projected operational costs and requirements, and anticipated schedule for project milestones.
 - All approaches shall consider the site constraints and investigate any capacity that can be gained within the constraints of the property.
 - One of the approaches shall be to mirror the current process train as per the original design. Any improvements to the original design shall be made to the existing plant, as well, for uniformity.
 - All approaches shall address a redesign of the head works, including the grit removal and odor control, for balancing the hydraulics and meeting FDEP requirements.
 - The approaches shall include automation which shall be used throughout the facility for consistent process control on existing and new processes.
 - The approaches shall include improvements to the sludge dewatering system. The current dewatering boxes will not be sufficient to handle the volume of sludge generated by a 3.0 + MGD facility.
 - The existing filters are not resilient enough to manage maximum flow under adverse conditions. The approaches shall include a provision for improved filters that can handle maximum plant flow during adverse conditions at the new flow design capacity. Consideration shall be made for space, efficiency, and cost.
 - All approaches shall include improvements for back-up generation needed to fully operate the facilities during a power outage.
 - All approaches shall include the revision of all site piping required to operate the new WWTP2 improvements.
 - All approaches shall account for the complete demolition and removal of processes, equipment and structures not needed as part of the improvements.
 - All approaches shall include the necessary improvements to the reclaimed pumping and water system at the new plant capacity. This shall include remote location pressure monitoring to improve the operational control.
- Identify capital and operational cost saving measures.
- Attend a workshop with the City of Mount Dora to review the draft report within seven (7) months of being authorized by the City of Mount Dora to proceed with the consulting engineering services.
- Incorporate comments and corrections into final recommendations report.
- Provide four (4) copies of a final recommendations report, one PDF electronic copy, and one electronic file in Microsoft Word.
- Attend a kick-off meeting with the City of Mount Dora to select the ideal expansion approach. Establish work flow, principal contacts, project managers, and project directors.
 - Identify project funding sources and requirements.
- Provide assistance for the City of Mount Dora in securing funding.
- Prepare and provide four (4) copies of draft construction plans and technical specifications to the City of Mount Dora upon 25%, 50%, and 95% completion.
 - Update the City of Mount Dora on the project status.
 - The Consultant shall attend three (3) workshops at the City of Mount Dora Offices to discuss the construction plans and technical specifications to receive comments prepared by the City of Mount Dora.

- Incorporate comments into the construction plans and technical specifications. This shall include items such as the recommendation of equipment, or approved equivalent. Note: The City of Mount Dora reserves the right to make final determination of the preferred equipment and arrangement.
- Prepare final construction plans and full specifications in accordance with the City of Mount Dora purchasing requirements necessary for bidding the project.
- Prepare all necessary permits documents and inquiries.
- Attend City Council meeting(s) if required to discuss project.
- Bid Services including, but not necessarily limited to, the following:
 - Furnish the City of Mount Dora Two (2) copies of the construction plans and specifications.
 - Coordinate with the City of Mount Dora to post the construction plans and specifications at the locations directed by the City of Mount Dora.
 - Review bids, costs, compliance with the City of Mount Dora purchasing policy and Florida statutes in accordance with the requirements, and prepare the recommendation to award.
- Provide construction services including, but not necessarily limited to, the following:
 - Prepare meeting agendas, minutes, and compliance with construction schedules
 - Attend kick-off meeting with contractor
 - Attend monthly construction meetings as required
 - Attend conflict meetings as necessary
 - Respond to contractor requests for information
 - Report and address potential change orders
 - Prepare change orders
 - Process shop drawing submittals
 - Perform site inspections
 - Confirm contractor compliance with plans and specifications
 - Prepare recommendations for payment
 - Prepare punch lists
 - Coordinate training of staff on the process, improvements, and new equipment.
 - Review As-Built Drawings
 - Final to be furnished to the City of Mont Dora – four (4) 24” X 36” Construction Plan sets, two (2) separate PDFs on flash drives, two (2) separate AutoCAD files on flash drives.
 - Review and approve final operations and maintenance manuals (O&M).
 - Final O&M to be furnished to the City of Mount Dora – four (4) hard copies and two (2) separate PDFs on flash drives. Hard copy and digital O&Ms shall be organized with a master key to facilitate locating and/or searching documents. The documents shall be specific to the project. General references to items not part of the project shall be deleted or appropriately noted to avoid future confusion.
 - Provide any and all project close-out documents including, but not necessarily limited to, warranty documents, lien releases, backup software/licenses/passwords, and lists of spare parts verified to be received by the City of Mount Dora.
 - Provide recommendations for final payment to contractor.

F. Compensation

In general, the City's preferred method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect. A "Fee Schedule" will be made a part of the contract and all fees, payments, reimbursements, and costs paid to the successful proposer will be based on the contract fee schedule. The Fee Schedule will include the hourly rates for each member of the project team, including the position title and/or title.

All fees contained on an initial Fee Schedule, will remain in effect for the duration of the project.

G. Engineer Minimum Qualifications

To be considered, the Respondent must meet the minimum qualifications as listed below:

- **Certification:**

The qualifying firm or individual must be appropriately licensed, for the requested engineering services, in the State of Florida and must be FDOT pre-qualified for the services listed under each group proposed.

- **General Experience:**

At least five (5) years of professional experience in performing the services described above.

- **Local Government Experience:**

At least five (5) years of recent experience in performing services described above to one (1) or more local government agencies is preferred.

3) CITY'S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Consultant's files to determine status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

A contract/agreement resulting from this **RFQ** shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this **RFQ**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor with their submittal.

Contract Period:

The period of performance for work performed under this solicitation is from the date of award through project completion including, but not limited to, construction management services, close out and final acceptance by the City.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Consultant shall be legally considered an independent consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

F) Termination

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Indemnity

The successful Consultant(s) shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful proposer.

I) Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) Lobbying/Cone of Silence

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Bid/Proposal

Each Proposer must submit, with their bid/proposal, the required signed contract/agreement and all forms included in this RFQ. Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Qualification shall be governed by the City of Mount Dora's Purchasing Policy.

M) 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 contractor, supplier, Consultant, sub-contractor, or sub-consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes
- c. Immediate termination of any contract held by the individual and/or firm for cause

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

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

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable 510 North Baker Street, Mount Dora, FL 32757.

Specific format of the invoice shall be worked out between the City and the Consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

Proposals must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted to the Purchasing Manager within 7 days of receipt of the city's executed work/task order by Proposers receiving award, and written for 100% of the work/task order total estimate, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Qualification/Response

All bids/proposals are to be delivered before 2:00 p.m., local time, on or before June 10, 2024 via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Qualification/Response (Procedure)

The City's procedure for selecting is as follows:

1. An Evaluation Committee of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFQ**.
3. All evaluation committee members shall review the Request for Qualifications (**RFQ**) issued.
4. The committee members shall review each **RFQ** individually and score each submittal based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification submittal by the City or a submission of a submittal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification submittal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Purchasing Manager, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Manager will make

modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a submittal or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using similar or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

1. The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.
2. To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this RFQ. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained. However, any Qualification that contains such variances may be considered non-responsive.

3. Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.
4. Qualification submittals should be tabbed as noted below.
5. The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Title Page:

REQUEST FOR QUALIFICATION (RFQ)
TITLE

Table of Contents: Provide clear identification of the material by section and by page number

<u>Tab I</u>	Cover Letter – a cover letter that is less than three (3) pages that summarizes the key points of the firm's proposal.
<u>Tab II</u>	Project objectives - a general description of the firm's approach to providing the services required for each part of the work.
<u>Tab III</u>	Project organization and management - including the following: A. A brief narrative describing the proposed project management plan, including a description of the respective functions of all team members. B. An outline of the project staffing plan indicating the level of personnel to be involved in the project, their roles and the person designated as project manager. This outline shall indicate the percent involvement of staff assigned to the project. C. A statement specifying the involvement of key personnel included in an organization chart.
<u>Tab IV</u>	Project work program and flow chart - a detailed description and discussion of the firm's proposal for addressing the work in each part of the project including a discussion of any substantive or innovative ideas used by the firm on similar projects and any suggestions that the firm believes will simplify the work required by the RFQ and that will result in lower costs. Similar shall be defined as wastewater treatment plant expansions of 1.5 million gallons per day or larger.
<u>Tab V</u>	Implementation schedule - a schedule showing the amount of time allotted to complete the work required. The implementation schedule shall be as expedited as is practical.

Tab VI Staffing plan and resumes - a discussion of the qualifications of all professional staff members who will work on the project and resumes for each staff member showing pertinent work experience on similar projects. Similar shall be defined as wastewater treatment plant expansions of 1.5 million gallons per day or larger.

Tab VIII Recent experience and credentials of the firm - a discussion of recent relevant experience with similar projects including a brief description of company assignments of similar studies or projects excluding City of Mount Dora projects. Similar shall be defined as wastewater treatment plant expansions of 1.5 million gallons per day or larger.

Tab IX Required Forms

L) Qualification Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this **RFQ**, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this **RFQ**, and any additional data that the offeror deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for non-price factors to include technical response, qualifications and experience.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Submissions will be evaluated on a maximum score basis of 500, with a maximum assignable score of five hundred (500) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Max Criteria Points Assigned	Assigned Weight	Maximum Score Possible
TECHNICAL APPROACH: Tab I Cover Letter Tab II Project Objectives Tab III Project Organization and Management	30	5	150
LOGISTICS: Tab IV Project Work Program and Flow Chart Tab V Implementation Schedule	25	5	125
Staffing Plan and Resumes	20	5	100
Relevant Corporate Experience	25	5	125
Totals	100	NA	500 points

Formal Oral Presentation/Interview Scoring (if requested):

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

The Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

Remainder of Page Intentionally Left Blank

7) REQUIRED FORMS - (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL)

1. Proposers Checklist
2. Conflict of Interest Affidavit
3. F.S.S Section 287.138 Certification
4. Grant Funding Compliance Form
5. Vendor Certification Regarding Scrutinized Companies' List
6. Proposers Qualification Form
7. Declaration Statement
8. Insurance Requirements
9. Drug Free Workplace Certification
10. Non-Collusion Affidavit of Prime Qualifier
11. Acknowledgements
12. Compliance with Public Records Law
13. References Form
14. Public Entity Crimes Statement
15. Firm Information
16. Sub-Consultant Listing
17. Completed W9
18. Label
19. Addendums

PROPOSER CHECK LIST

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

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

- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda has been signed and included.
- ☐ The Bid will be electronically delivered in time to be received no later than the specified due date of _____, 2024 and time of _____. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

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

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, _____(person)_____, as the _____(title)_____ of
_____(entity)_____, do hereby certify that
_____(entity)_____: (i) is not owned by the government of a foreign country of
concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign
country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is
not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section
287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined
by Florida Statutes, Section 287.138.

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization of _____, who personally swore or affirmed that he/she is
authorized to execute this Oath and who is personally known to me or who produced
_____ as identification, and who did/did not take an oath this
_____ day of _____, 2024.

(stamp)

NOTARY PUBLIC, State of Florida

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____ Project Number: _____

Project Location: _____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation_____.

Dated this ____ day of _____, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation _____.

Name of Firm

Signature

Printed Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

Address: _____

Phone Number: _____ Email Address: _____

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

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

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

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

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

CONTRACT VALUES:

List total value of contracts for work done on all completed and similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

Attach additional page if necessary.

\$_____ **Total Value for work done on all PAST completed and similar projects.**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

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

RE: RFQ NO. 24-UT-012, “Professional Consulting Services – WWTP 2 Expansion”

Dear Mayor and Council Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-UT-012**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____,
20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

☒ 1. Worker's Compensation

Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements.

☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.

Bodily Injury & Property Damage

\$1,000,000 single limit per occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability

\$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included

☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage

\$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the RFQ Number and **TITLE**
.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-UT-012.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-UT-012, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-UT-012, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-UT-012 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFQ #24-UT-012
“Professional Consulting Services – WWTP 2 Expansion”

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

_____(Proposer) guarantees its Response to RFQ #24-UT-012 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



CITY OF
MOUNT
DORA

**COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #24-UT-012**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described, excluding the City of Mount Dora, in this Qualification for five (5) years or more within the last five (5) years. On a separate sheet, state the service performed, size of the project, and the final or anticipated construction cost for the project. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

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

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by:_____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is_____.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

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

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

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

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

**Request for Taxpayer
Identification Number and Certification**

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

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

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.	
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 ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
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									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

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

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

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

RFQ #24-UT-012

SUB-CONSULTANT LISTING

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

Request for Taxpayer Identification Number and Certification

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

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

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

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. 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

2. 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

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ► _____

Date ► _____

General Instructions

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

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

Purpose of Form

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

- 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.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

is project

Su

EXHIBIT “A”

ZOOM MEETING
ACCESS INFORMATION

Solicitation Opening via ZOOM:

Topic: RFQ 24-UT-012 Professional Consultant Services- WWTP 2 Expansion- Open
Time: Jun 10, 2024 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/82109441051>

Meeting ID: 821 0944 1051

RFQ #24-UT-012
“Professional Consultant Services- WWTP 2 Expansion”

CITY OF MOUNT DORA
ADDENDUM #1

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ #24-UT-012 “Professional Consultant Services- WWTP 2 Expansion”** for the above as fully and completely as if, the same were fully set forth therein.

~~~~~

**PLEASE BE ADVISED OF THE FOLLOWING CLARIFICATIONS OR QUESTIONS AND ANSWERS.**

**Clarifications:**

**Under required forms on page 21 of the RFQ, number 18. Labels, does not apply and is not required.**

**Under the response format starting on page 17 (Section K.5) Tab VIII is now tab VII and tab IX is now tab VIII.**

**Section 5- (K) on page 11-**

**Currently reads as:**

Each Proposer must submit, with their bid/proposal, the required signed contract/agreement and all forms included in this RFQ. Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

**Now reads as:**

**Each Proposer must submit, with their bid/proposal, all forms included in this RFQ.** Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is submitting as a primary, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

**Section 2- (G) on page 9-**

**Currently reads as:**

To be considered, the Respondent must meet the minimum qualifications as listed below:

- Certification:



The qualifying firm or individual must be appropriately licensed, for the requested engineering services, in the State of Florida and must be FDOT pre-qualified for the services listed under each group proposed.

- General Experience:

At least five (5) years of professional experience in performing the services described above.

- Local Government Experience:

At least five (5) years of recent experience in performing services described above to one (1) or more local government agencies is preferred.

**Now reads as:**

To be considered, the Respondent must meet the minimum qualifications as listed below:

- Licenses:

The qualifying firm shall be appropriately licensed, for the requested engineering services, in the State of Florida. The license(s) shall be up to date and in good standing.

- General Experience:

The consulting firm shall have at least five (5) years of experience in performing wastewater treatment plant designs and expansion of 1.5 million gallons per day or greater.

- Local Government Experience:

The consulting firm shall have at least five (5) years of experience in performing services, as described in the scope of work, for one (1) or more local government agencies.

- The consulting firm shall have sufficient resources to complete the project in a professional and timely manner.

Remainder of page left blank intentionally

## Questions and Answers:

**Q1. Would it be possible to schedule a site visit at WWTP #2 to give submitters the opportunity to tour the facility prior to making submittal?**

**A1. A site visit will be held on May 29, 2024 at 9:30 AM EST and will last 30 minutes. A designated staff member will provide escort through the plant. Escort will not answer questions or participate in any discussion related to this project.**

**Please send the name of the representative(s) that will attend from your firm to Whitney Donovan, [donovanw@mountdora.gov](mailto:donovanw@mountdora.gov), by May 28, 2024 at 4:00 PM EST. Only the individuals scheduled will be granted entry to the site with proper identification.**

**Q2. RFQ page 11, paragraph H) Indemnity: Under the General Terms and Conditions, Section H, Indemnity, would the City please confirm the indemnity requirements included in the final Agreement will mirror Florida Statute 725.08?**

**A2. Yes.**

**Q3. RFQ page 9, Paragraph 4) TERMS AND CONDITIONS OF CONTRACT: Would the City please provide a sample contract?**

**A3. The City does not have a sample contracts. They are all “custom” drafted based on the project and solicitation requirements. The awarded consultant will receive a contract for review once the applicable draft is available**

**Q4. Page 21, Section 7, Required Forms – Please provide the form 18. Labels, if required.**

**A4. The form itself is included in the solicitation on page 29 of the PDF version. Please see clarification.**

**Q5. Page 18, Section 6, K. 5 Response Format –Are Tabs VIII and IX numbered correctly, or should they be in numerical order?**

**A5. Please see clarification.**

**Q6. The RFQ states in Section 5(K) that the required signed contract/agreement must be submitted with the proposal and forms, but there was no contract or agreement included with the RFQ, does this still need to be included with the proposal and forms?**

**A6. See A3.**

**Q7. Will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions?**

**A7. Yes.**

**Q8. What is the anticipated construction budget?**

**A8. The construction services for this project have not been budgeted yet.**

**Q9. Has the City established a funding source?**

**A9. No.**

**Q10. Is the City currently partnering with an entity to apply for financial assistance through funding agencies?**

**A10. No.**

**Q11. Page 9, Section 2, G. Engineer Minimum Qualifications - Must the firm be FDOT pre-qualified for the services proposed in each group, or is there an error?**

**A11. Please see clarification.**

~~~~~

~~~~~

Signature acknowledges receipt and understanding of this Addendum.

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date



# CITY OF MOUNT DORA

Purchasing Division

Whitney Donovan  
Purchasing Coordinator  
510 N. Baker Street  
Mount Dora, FL 32757  
Voice: 352-735-7176  
Fax: 352-735-1406

E-mail: [donovanw@mountdora.gov](mailto:donovanw@mountdora.gov)

Date: June 17, 2024

To: All Submitting Vendors

Re: **NOTICE OF INTENT TO AWARD: RFQ #24-UT-012 "Professional Consultant Services-WWTP 2 Expansion."**

This letter serves as notification that the RFQ Evaluation Committee, comprised of Michele Janiszewski, James Klein, Rita Meade, William Mitchell, and Wayne Zimmerman, will present to the City Council, a recommendation of award for Halff Associates, Inc.

On May 10, 2024, RFQ #24-UT-012, was issued resulting in three (3) timely proposals being received by the opening date and time of June 10, 2024 at 2:00 p.m. The proposals received were responsive to all RFQ requirements.

The Evaluation Committee met on June 17, 2024 to discuss and score the three (3) proposals received. The discussion was detailed and scoring (see below) was consistent. The resulting shortlist and final ranking is as follows:

- #1 – Halff Associates, Inc.**
- #2 – Kimley-Horn and Associates, Inc.**
- #3 – Mittauer and Associates, Inc.**

The Evaluation Committee unanimously voted to move forward with a final recommendation of award to the City of Mount Dora City Council for Halff Associates, Inc. Presentation/Q&A sessions will not be held.

If you have any questions regarding the procurement procedures, please contact me via e-mail at [donovanw@mountdora.gov](mailto:donovanw@mountdora.gov).

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Best Regards,

**Whitney Donovan**  
Purchasing Coordinator



EVALUATION MASTER WORKSHEET  
RFQ# 24-UT-012  
SHORTLISTING FINAL SCORING/RANKING  
FINAL RANKING

|                                  | Michele Janiszewski | James Klein | Rita Meade | William Mitchell | Wayne Zimmerman | TOTALS | Weighted Total | RANKING |
|----------------------------------|---------------------|-------------|------------|------------------|-----------------|--------|----------------|---------|
| Proposer                         |                     |             |            |                  |                 |        |                |         |
| Halff Associates, Inc.           | 100.00              | 82.00       | 94.00      | 95.00            | 100.00          | 471.00 | 2355.00        | 1.00    |
| Kimley-Horn and Associates, Inc. | 93.00               | 71.00       | 91.00      | 77.00            | 70.00           | 402.00 | 2010.00        | 2.00    |
| Mittauer & Associates, Inc.      | 86.00               | 73.00       | 77.00      | 42.00            | 80.00           | 358.00 | 1790.00        | 3.00    |
|                                  |                     |             |            |                  |                 |        |                |         |

Whitney Donovan

Digitally signed by Whitney Donovan  
Date: 2024.06.17 14:31:30 -0400

Whitney Donovan  
Purchasing Coordinator  
CITY OF MOUNT DORA PURCHASING DIVISION

**Exhibit “B”**  
**Halff Associates, Inc.’s Solicitation Response**



June 10, 2024

# CITY OF MOUNT DORA

## Statement of Qualifications

RFQ #24-UT-012

Professional Consultant Services - WWTP2 Expansion



# Table of Contents

|                                                 |           |                                                               |           |
|-------------------------------------------------|-----------|---------------------------------------------------------------|-----------|
| <b>I. Cover Letter</b>                          | <b>04</b> | <b>VI. Staffing Plans and Resumes</b>                         | <b>48</b> |
| <b>II. Project Objectives</b>                   | <b>09</b> | <b>VII. Recent Experience and Credentials</b>                 | <b>84</b> |
| <b>III. Project Organization and Management</b> | <b>14</b> | <b>VIII. Required Forms</b>                                   | <b>94</b> |
| A. Project Management Plan                      | 14        | 1. Proposers Checklist                                        | 94        |
| B. Project Personnel                            | 23        | 2. Conflict of Interest Affidavit                             | 95        |
| C. Organizational chart                         | 24        | 3. F.S.S Section 287.138 Certification                        | 96        |
| <b>IV. Project Work Program and Flow Chart</b>  | <b>26</b> | 4. Grant Funding Compliance Form                              | 97        |
| Figure 1                                        | 36        | 5. Vendor Certification Regarding Scrutinized Companies' List | 98        |
| Figure 2                                        | 37        | 7. Declaration Statement                                      | 99        |
| Figure 3                                        | 38        | 8. Insurance Requirements                                     | 100       |
| Figure 4                                        | 39        | 9. Drug Free Workplace Certification                          | 102       |
| Figure 5                                        | 40        | 10. Non-Collusion Affidavit of Prime Qualifier                | 103       |
| Figure 6                                        | 41        | 11. Acknowledgements                                          | 104       |
| Figure 7                                        | 42        | 12. Compliance with Public Records Law                        | 106       |
| Figure 8                                        | 43        | 13. References Form                                           | 107       |
| Figure 9                                        | 44        | 14. Public Entity Crimes Statement                            | 112       |
| <b>V. Implementation Schedule</b>               | <b>46</b> | 14. Public Entity Crimes Statement                            | 113       |
| Project Schedule                                | 46        | 15. Firm Information                                          | 115       |
|                                                 |           | 16. Sub-Consultant Listing                                    | 116       |
|                                                 |           | 17. Completed W9                                              | 117       |
|                                                 |           | 19. Addendum #1                                               | 118       |









## I. Cover Letter

June 10, 2024

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

**RE: RFQ No. 24-UT-012 Professional Consultant Services - WWTP2 Expansion**

Dear Members of the Evaluation Committee:

Leveraging our long-standing relationship with the City of Mount Dora, including serving as one of the City's consulting engineers since 1992, the **Halff** team brings an extensive level of experience with similar wastewater treatment facility expansion projects to the table. *The Halff team's long-term, historical knowledge of the City of Mount Dora utility systems, including writing of the City's most recent Water, Wastewater and Reclaimed Water Master Plans, provides us the ideal background to successfully partner with the City on the timely expansion of Wastewater Treatment Plant 2 (WWTP2).*

Our commitment to the Central Florida region is evidenced by more than three decades of dedicated service from our seven Florida locations, including our Tavares location, which is 15 minutes from the project site, and where the majority of the project design will occur. **Troy Mitchell, PE**, with more than 29 years of wastewater facility experience, will lead this expansion project as Project Manager. Troy will be supported by the Principal-in-Charge, **Rob Ern, PE, DBIA**, who has worked with the City for 30 years.



**Troy Mitchell, PE**  
Project Manager



To provide additional value and experience to the City, Halff has teamed with **CPH Consulting, LLC (CPH)**, an award-winning, multidisciplinary engineering firm based in Central Florida. Both Halff and CPH are ranked among the *ENR* Top Engineering Design Firms in the U.S., and both firms offer planning, design, permitting, and construction administration services. CPH's highly experienced staff of **John Toomey, PE**, and **Dave Refling, PE, BCEE**, will provide process design optimization services, while **Scott Breitenstein, PE**, will provide QA/QC and project management coordination efforts for the team. *It is important to note that John Toomey, PE, was the Engineer of Record for the existing WWTP2, and is intimately familiar with the plant and the process.* As the city moves forward with funding this project, Halff will work closely with your city Management and your rate Consultant (Raftelis, who we have collaborated with on other projects).

In addition to Halff's talented internal staff, we have included other highly qualified sub-consultants, including **Bailey Engineering Consultants (Bailey)**, who will provide electrical, instrumentation, and controls design; and **Andreyev Engineering (Andreyev)**, who will provide geotechnical and hydrological engineering services; both Bailey and Andreyev have worked with Halff on many City of Mount Dora projects in the past, with both having provided services during the design of the City's Water Treatment Plant 2 (WTP2), as well as the City's Downtown Streetscape Program. **V&A Consulting Engineers, Inc. (V&A)** will provide odor control services, patent-holding engineer, **David Hunniford**, brings more than 38 years of experience.



Our proposal outlines a clear understanding of the project's scope, highlighting the need for the WWTP2 expansion to accommodate the existing wastewater commitments of nearly 1.25 mgd, coupled with the impending growth in the Wolf Branch Innovation District of 3,000 residential homes and over 2 million square feet of commercial space, which will add even more demand to the City's already overloaded system. Our proposal provides illustration of the expansion from 1.5 mgd to 3.5 mgd within the existing plant site, while we also present various technical options for consideration. Our approach is founded on innovative, yet proven technologies, resulting in efficient, cost-effective solutions that address plant expansion, flow equalization, biosolids, and electrical and SCADA improvements within the site's constraints.

**The Halff team is the most qualified to perform this expansion due to our experience designing similar projects in Florida and the extensive qualifications of our design team professionals. Additionally, our familiarity with the City of Mount Dora and WWTP2 further strengthens our capability to undertake this project.**

Our understanding of the scope of services required of this project, and our commitment to deliver a successful project, confirm that the requirements of the RFQ will be met or exceeded, providing the City added value that will materialize in cost savings and enhanced facility design.

Our experienced team offers industry-leading expertise, responsiveness, and smart project deliverables — on an expedited schedule. We are eager to continue our service to the City of Mount Dora, and its residents. We look forward to the opportunity to discuss further our qualifications and how we can add value to this project.

Sincerely,



Troy Mitchell, PE  
Project Manager



Rob Ern, PE, DBIA  
Principal-in-Charge



### Wastewater Treatment Plant 2 Facility Historical Knowledge

Our specifically selected team members have a demonstrated history of cooperation, in-depth communication, and success working together to execute similar wastewater treatment plant projects across central Florida. Specifically, the City will greatly benefit from Halff's 32 years of history serving as one of the City's consulting engineering firms.



### Project-wide Value Engineering

With Value Engineering (VE) our approach to the projects' design will identify cost-saving opportunities that stay within the projects' goals while adding high-value, low-cost, alternatives that improve operations and reduce maintenance. We have already identified multiple opportunities throughout the project that will result in the City of Mount Dora receiving an economical and cost-effective design.



### Expert Funding and Financial Guidance

The City of Mount Dora will receive guidance and support from our team, who will collaborate with the City's consultant, Raftelis, to assist the City in keeping costs within budget and financial goals and limitations. Our funding team will identify loan and grant sources while working directly with the City to structure a phased project that fits within the City's finances. Should the City pursue bond issuance for funding of the project, the Halff team has experience preparing Bond Reports and can work with Raftelis toward that end.



### Expedited Project Delivery

Halff commits to perform the required scope of services, including final design and permitting, within the proposed contract time period of 12 months or less, and to complete all the requirements included in this RFQ.

## COMPANY PROFILE

Halff is a full-service engineering firm designed, engineered, planned, constructed – and purposed – for people. Since 1950, we've been creating smart solutions that improve lives and communities by turning ideas into reality. The firm provides services throughout the Southeast from 32 offices in Texas, Arkansas, Oklahoma, Louisiana and Florida. The firm's staff of 1,500 includes engineers, planners, scientists, and surveyors. Halff is ranked #87 in *Engineering News-Record* magazine's list of the top 500 design firms in the United States. The firm was founded in Dallas in 1950 by Albert H. Halff, PhD-Eng., PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service, and commitment to quality. Halff develops smarter solutions for a variety of market sectors. No matter the size or scope of the project, every one of our solutions is designed with a single purpose: our client's success.

## DEPTH OF WASTEWATER EXPERTISE

Halff's wastewater experience includes the planning, design, and construction administration services for numerous wastewater engineering plants. In addition, our team has largely provided our wastewater engineering services for municipal clients, providing Halff with a strong working knowledge of similarly sized public clients.

**Local Presence.** Halff's Tavares office (located just 15 minutes from WWTP2) has a history of providing water and wastewater treatment plant design services to cities throughout Central Florida, including the City of Mount Dora, having served as the City's engineer since 1992, over three decades!

## HALFF BY THE NUMBERS

  
ESTABLISHED  
-1950-

  
33  
OFFICES

1,500  
EMPLOYEES  


## WASTEWATER ENGINEERING SERVICES

- ✓ Planning & Design
- ✓ Permitting
- ✓ Hydraulics
- ✓ Headworks
- ✓ Biological Nutrient Removal
- ✓ Pumping Systems
- ✓ Grit Removal Systems
- ✓ Oxidation Ditches
- ✓ Aerobic Digesters
- ✓ Dewatering Systems

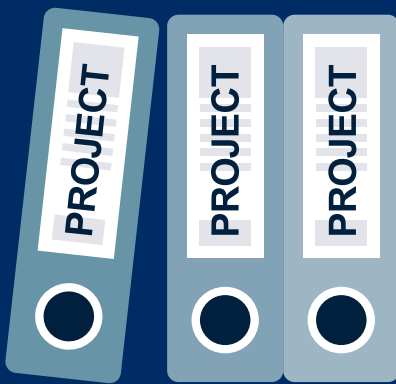
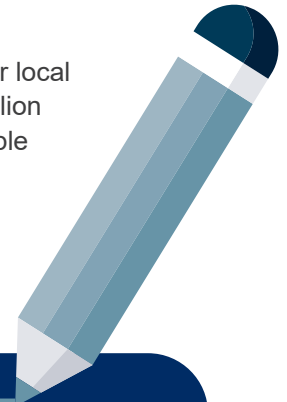




## GRANT WRITING

### TAKE YOUR PROJECT FROM PLANNING TO REALITY

The influx of grant funding from the federal government presents unprecedented opportunities for local and state infrastructure projects. Halff's funding resources team has secured more than \$592 million in infrastructure grant awards that have improved countless lives and communities. Halff's valuable relationships with granting agencies and knowledge developed over the past 30 years allow the funding resources team to provide strategic guidance in scoping competitive projects for grant applications. *Halff's team will collaborate with the City's rate consultant, Raftelis, to verify that the WWTP2 project is planned and budgeted to meet federal and state grant requirements. We have successfully worked together with Raftelis on other projects.*



## GRANT FUNDING STRATEGY

### DETERMINE WHICH GRANTS ARE FOR YOU

Halff's funding resources team develops funding strategies to match client priorities with ideal grant and loan options, prepositioning applications for success. Our team reviews current capital improvement plans (CIP) and other local plans, meets with your team to gather priorities and lists of projects "sitting on the shelf," and develops a roadmap for grant success.

*Focusing on the right grants and loans for your project reduces hours spent reviewing grant notices that do not fit your needs. Halff guides your team to local, state, and federal grants, and identifies loans that make sense for your community.*

## GRANT AWARD ADMINISTRATION

### MANAGE AWARDED GRANTS AND LOW INTEREST LOANS

Halff's funding resources team employs tenured professional grant administration professionals who have administered more than \$780 million in grant awards and have the knowledge to provide technical support to your finance team, from quarterly reporting to Davis-Bacon regulations, verifying compliance with all grant requirements. Successful grant award administration signals to the federal government that your entity has the capacity and capability to manage large grant awards, boosting your competitiveness for grants to come.

Sample grant assistance experience types:

- Federal Land Access Program (FLAP)
- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Building Resilient Infrastructure and Communities (BRIC)
- FEMA Flood Mitigation Assistance (FMA)

- Safe Routes to School (SRTS)
- Drinking Water State Revolving Fund
- Clean Water State Revolving Fund
- Transportation Alternatives (TA)
- Land and Water Conservation Fund (LWCF)
- Outdoor Recreation Programs
- WaterSMART Drought Response Program
- EDA Public Works and Economic Adjustment Assistance
- CDBG Disaster Relief (CDBG-DR)
- CDBG Mitigation (CDBG-MIT)
- WIFIA (EPA's Water Infrastructure Finance and Innovation Act)





## II. Project Objectives

### PROJECT SCOPE AND UNDERSTANDING

The existing City of Mount Dora WWTP2 is rated for 1.25 mgd and currently serves the eastern portion of the City's Utility Service Area and utilizes an Ovivo Carousel denitIR oxidation ditch process to provide secondary treatment with nitrogen removal capabilities. Treated effluent from the facility is discharged into off-site sprayfields or is used for irrigation within the City's utility service area. The City is currently working to convert a portion of the existing sprayfields, which are rated for 1.25 mgd, to Rapid Infiltration Basins, with a proposed design capacity of 3.0 mgd. In addition, the City is currently working to have the permitted capacity of WWTP2 re-rated from 1.25 mgd to 1.5 mgd. Although the re-rating is not yet complete, our proposal assumes that the City will be successful with the re-rating and upgrades to the Rapid Infiltration Basins (RIBs).

The RFQ requires the expansion of the WWTP to at least 3.0 mgd to accommodate future demands within the City's service area. Other considerations for the improvement of the facility include:

- Consideration of site constraints for expansion within the current site footprint
- Upgrades to the existing process train to match the proposed train, to provide uniformity
- Redesign of the existing headworks to include grit removal, odor control and flow splitting
- Upgrades to the current plant automation system for process control
- Improvements to the current sludge dewatering system
- Improvements to the existing filters
- Standby power generation system upgrades
- Site piping improvements
- Upgrades to the existing reclaimed pumping system, including remote monitoring of the distribution system
- Value engineering to identify potential capital and operational cost savings



Halfff Site Visit | May 2024



### Halfff's WWTP2 Facility Historical Knowledge

Halfff has provided a multitude of utility design services, including the design of WTP #2, SR46 Utility Extensions, and the City's Water, Wastewater and Reclaimed Water Master Plans. Our team has completed multiple water reclamation facility upgrades and expansions, including for the City of Tavares and multiple facilities at The Villages. Additional work completed at WWTP2 by the Halfff team includes permitting and addition of the reclaimed augmentation well, structural evaluations of structure cracking, and FDEP permit renewals.

**On this WWTP2 project team is CPH, the firm that delivered the 100% design of the WWTP #1. While the project was shelved due to budgetary constraints. During the project, CPH successfully obtained over \$27 million of grant and loan funding towards the project, and the design was praised by multiple members of the Mount Dora City Council.**

Our work has included projects ranging from the replacement of aged equipment to complex water reclamation facility upgrades and expansions, many similar in scope and size to the City of Mount Dora WWTP2 expansion. Our office location in Tavares lends itself to rapid response times to the project site, and our project team is committed to continuing this unparalleled service to the City.

The Halfff team believes there is sufficient room on the plant site to provide for treatment capacity of at least 3.5 mgd within the current property boundaries, along with making the above-referenced improvements.

While the existing WWTP is not located within the Wekiva and Rock Springs BMAP's, there are portions of the City's reclaimed water service area which are located within the BMAP.

Therefore, during the design process, we will also explore the potential of providing higher levels of nutrient removal in the future by making accommodations now for future improvements.

The key to this project's success is developing a thorough understanding of the City's needs for the facility expansion. *Having written the City's Wastewater Master Plan, Halff is in a unique position of having an in-depth understanding of the City's needs.* We understand that the primary project expectations for the design team include the following:

- Production of a Preliminary Design Report (PDR) within 7 months of "Notice to Proceed"
- Completion of final design and permitting as soon as possible following PDR
- Providing a cost-effective design that meets all applicable permit requirements
- Halff will include a VE analysis early on in the process
- Maintaining uninterrupted facility operation during all phases of construction
- Considerations for ease of operation and maintenance by utilizing appropriate, proven technologies, similar to those existing at the facility.

Our intent is to further develop the above concepts by working closely with City engineering and Operations staff. By working closely with City staff throughout the design process, we will craft a cost-effective solution to the City's needs while meeting the objectives of the project.



## HALFF'S UNIQUE PROJECT APPROACH

In our experience, involvement of City Operations staff is of paramount importance when working on a facility design. Therefore, we propose to involve the City's operators and O&M staff from the start, as integral members of the design team. These City staff will provide much-needed input on issues such as operations during construction, process redundancy, equipment preferences, and other considerations crucial to maintaining this facility into the future. Upon project commencement, City Operations staff and the Halff design team will immediately gather for a design workshop to start working on the details of the project.

Figure a: Halff's Project Management Approach



Project tasks related to this expansion include:

- Project scheduling
- Plant expansion process concept options
- Hydraulic profile creation
- Site layout and site constraint evaluation
- Process modeling
- Effluent disposal evaluation
- Permitting
- Project bidding
- Construction phase services
- Plant startup and commissioning
- Project closeout
- Permit compliance



## HALFF'S STAFF EXPERIENCE WORKING TOGETHER

At Halff, our collaborative culture and strong internal relationships highlight our long-standing legacy. Our leadership team, including **Troy Mitchell, PE**, and **Rob Ern, PE, DBIA**, brings together more than **59** years of combined experience, showcasing our extensive expertise in managing continuing services contracts. This vast experience is showcased in projects like **The Villages**, where our team's collective effort produced comprehensive solutions despite challenging conditions, illustrating our profound understanding and proficiency.

**More than 250 projects have included at least two key individuals on the organizational chart. All key team members have collaborated on projects with at least one other key team member listed.**

- Project Manager / Wastewater Treatment Plant and Hydraulics Lead, **Troy Mitchell**, and Principal-in-Charge, **Rob Ern**, have worked on **hundreds** of projects together over the past **25+** years.
- **Rob Ern, Suzanne Osborne**, and **Troy Mitchell** have collaborated on projects for many years including the **City of Umatilla's Central Avenue Lift Station and Force Main Project** and the **Mayport Wastewater Treatment Plant**, with **Rob and Troy working together for more than 25 years**.
- As the City of Mount Dora's Engineer, **Troy** and **Rob** have worked extensively with **Bailey** and **Andreyev** on **dozens** of City projects.
- Including the entire organizational chart, there has been over **62** projects with at least **5** or more staff working together for more than **25** years.

## CONSULTANT AND SUBCONSULTANT EXPERIENCE WORKING TOGETHER

### Proven Partnerships, Building Success Together

At Halff, our approach to delivering exceptional results in water, wastewater, and reclaimed water utilities projects is deeply rooted in our partnerships with skilled subconsultants built on a foundation of trust, mutual respect, and a shared commitment to excellence.

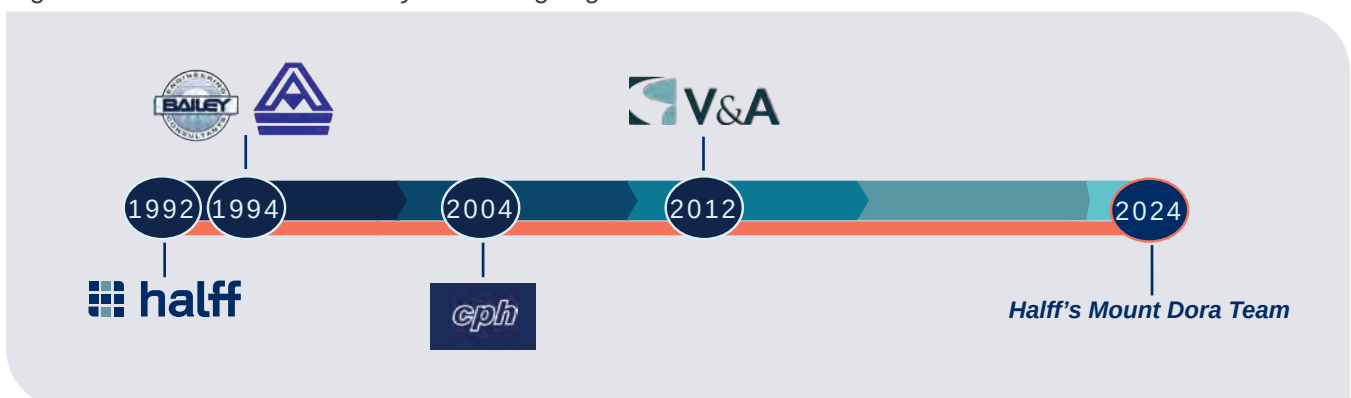
Since 1994, our collaboration with key partners like **Andreyev** and **Bailey** has evolved, strengthening with each successful project. This enduring partnership showcases a shared commitment to innovation and quality that has been pivotal in completing numerous complex utility projects.

The Halff team has had extensive experience working on water, wastewater, and reclaimed water utilities within the last three years.

Figure b: Halff Project Experience Working With Team Members

|              |          |
|--------------|----------|
| 166 PROJECTS | Andreyev |
| 132 PROJECTS | Bailey   |
| 10 PROJECTS  | CPH      |
| 7 PROJECTS   | V&A      |

Figure c: This Halff Team's History of Working Together



Many of the Halff team members have worked together extensively on past wastewater treatment plant projects. **Bailey** and **Andreyev** have worked alongside Halff on dozens of utility projects since 1994, providing comprehensive electrical, instrumentation and controls, SCADA design solutions, and geotechnical engineering for multiple clients, including the City of Mount Dora. Halff and CPH have worked together since 2004 on nearly a dozen projects. In addition, Halff and CPH Wastewater Process Design Lead, **John Toomey, PE**, worked together on the Hillsborough County Northwest Regional WRF expansion project.

## SUB-CONTRACTORS

In addition to Halff's talented internal staff, we have included specialty subconsultants who have a demonstrated work history with our team on a multitude of similar projects in Florida. Our subconsultants are as follows:



**CPH Consulting, LLC  
(CHP)**  
Wastewater Process Design,  
Structural, Architectural, and  
QC Services

CPH is a multi-disciplined A&E firm that has partnered with clients for more than 42 years by "Building Stronger Communities Together." The firm's services include: architecture, engineering (civil, transportation/traffic, mechanical/electrical/plumbing (MEP), structural, and utility), interior design, landscape architecture, planning, survey, environmental, and construction administration. CPH has an extensive portfolio in the design of public and private projects, with exceptional knowledge in treatment plants, pump stations, roads/streetscapes, parks and recreation, trails, and infrastructure improvements. Like Halff, CPH has a continuing contract with the City of Mount Dora, so you are already familiar with their high-quality portfolio of work. Additionally, as the original Engineer of Record (EOR) on this Mount Dora WWTP, CPH's John Toomey is extremely familiar with all of the details that will matter in this important expansion project.



**Bailey Engineering  
Consultants, Inc. (Bailey)**  
Electrical, Instrumentation &  
Controls

Bailey will provide electrical engineering services. Bailey is a multi-disciplined consulting engineering firm specializing in electrical and instrumentation design for municipal and industrial projects. They provide consulting engineering services to the public

and private sectors with preferential services to other consulting engineers.

Halff and Bailey have worked on a number of projects together, including for City's WTP #2 project and City's Downtown Streetscape Projects, both of which received high praise from Council members, City staff and City residents.



**Andreyev Engineering, Inc.  
(Andreyev)**  
Geotechnical Engineering

Andreyev will provide geotechnical services. Andreyev has locations in Sanford, Clermont, and The Villages, offering quick access to the project site. Andreyev has been providing geotechnical services to Florida municipalities for more than 28 years and has an excellent working relationship with Halff, having completed hundreds of utility projects together.



**V&A Consulting  
Engineers, Inc. (V&A)**  
Odor Control / Corrosion  
Condition Assessment

V&A offers a range of services, including odor control. Selected for odor control expertise, Dave Hunniford, has 38 years of experience in water and wastewater odor control and hydrogen sulfide-related corrosion. Dave is a patent-holding engineer in odor control, this expertise allows V&A to provide effective solutions for managing and mitigating odors in water and wastewater systems.



# III. Project Organization and Management

## A. PROJECT MANAGEMENT PLAN

Halff's approach to project management starts with building a team of individuals with experience successfully executing similar wastewater treatment plant projects. Our team is dedicated to the City for the duration of the contract and is led by **Principal-in-Charge, Rob Ern, PE, DBIA, and Project Manager Troy Mitchell, PE.**

Rob Ern, Vice President and Water/Wastewater Deputy Practice Leader for Halff in Florida, has more than 30 years of water and wastewater treatment experience, and will oversee the project, verifying that the required resources are allocated to the project. **Troy Mitchell, as the Project Manager, will oversee all aspects of the WWTP expansion.** His background includes significant experience serving as project manager and project engineer on multiple wastewater treatment plant projects, including the City of Tavares Woodlea Road WRF, the CSU WWTP (and subsequent expansion), and the construction of the new Gibson Place Utilities Wastewater Treatment Plant located at The Villages, projects referenced in **Section VII. Recent Experience and Credentials.**



**Halff Experience | Gibson Place Utilities Wastewater Treatment Plant**



**Troy Mitchell Experience | Central Sumter Utility Wastewater Treatment Plant**



*Figure d: Halff's Project Management Process*

In his role as Project Manager, Troy is responsible for regularly communicating with the City and the project team to verify that the project schedule is maintained, incorporating feedback from the City into the design, meeting treatment objectives, design compliance with the funding requirements, and that QA/QC reviews are completed and documented. Our project team, including our subconsultants will report directly to Troy for the duration of the project. Troy will be responsible for leading the design effort to produce a high quality, constructible design within the project budget.

While the project team has the required experience to meet your expectations, involvement of City staff in the development of the project is equally as critical. In order to promote a collaborative environment, open lines of communication will be maintained, and opportunities for face-to-face discussions will be regularly provided, allowing all levels of staff to contribute to, and take ownership of the project. Halff's project schedule will incorporate meetings at key project milestones, as well as regularly scheduled team meetings between these milestones. In addition, the earlier in the project that challenges are overcome, or major design changes are implemented, the less impact to the overall project schedule and budget will occur. A summary of milestones of our collaborative project management approach are presented on the following page:



## PROJECT MANAGEMENT MILESTONES

**PROJECT MANAGEMENT PLAN:** An internal project planning meeting where Halff reviews the wastewater master plan, scope, schedule, and budget, and developing a list of data requests for the additional information necessary for completion of the project. Important deadlines are identified including QA/QC milestones.

**PROJECT KICK-OFF MEETING:** A formal project kick-off meeting is scheduled to review the project scope, present the proposed schedule and data request list, and determine the frequency of project meetings. City staff expectations are clearly defined and established communication protocols are maintained to make sure that City staff input is implemented. Meeting notes are distributed to the team to document the approach.

**PROJECT SCHEDULE:** The project schedule includes a breakdown of project tasks, team member assignments, and expected work products. The schedule is developed using Microsoft Project and regularly updated for review at each progress meeting. This approach allows us to identify any issues and reallocate resources to avoid impacts to overall timing. Halff will maintain the project schedule for Halff staff, as well as subconsultants.

**PROJECT TEAM MEETINGS:** Halff includes City Management and Operations staff in the design process as much as possible to stay aligned with project goals. Regularly scheduled team meetings are conducted with City staff to obtain input on the design and make sure that the City's needs are being met. The Halff team will conduct a preliminary Value Engineering workshop at the 30% stage of project development.

**TECHNICAL DESIGN REVIEW:** At 60% design completion, a technical design review of the drawings and specifications is conducted by an independent reviewer. A design review meeting is held to document all of the comments. Responses to comments and/or the reasons for not revising (when appropriate) are recorded and maintained in the project file. Items requiring further clarification are identified and addressed prior to the 90% submittal.

**FINAL DESIGN REVIEW:** A final design review of the 90% drawings and specifications is completed by an independent reviewer and consists of a red-yellow-green review set of drawings and specifications. The reviewer comments in red, completed revisions are highlighted in yellow, and final confirmation of revisions are highlighted in green. The 90% design review will also include a 90% Value Engineering Workshop with the Halff team and City staff.



## QUALITY ASSURANCE / QUALITY CONTROL

At Halff, implementing a quality review process is an essential component of our workflow. We have established a tool box of quality control best practices and lessons learned that have evolved from our firm's lengthy history of serving public clients and delivering excellence and exceptional value.

Our Quality Management Program is founded on a commitment to achieve consistent performance through continuous improvement as well as the delivery of quality work that is on schedule and within budget.

**Bill Dorman, PE, Internal QA/QC Review Manager**, has been identified to manage the quality control review of the team's deliverables. During planning, quality control will focus on document integrity, accuracy, coordination between disciplines, and compliance with jurisdictional codes and ordinance requirements. At Halff, we express our commitment to delivering comprehensive engineering solutions that meet and exceed the City's requirements. This Halff team is confident in our ability to execute the WWTP2 project, while incorporating robust Quality Control Methodologies, adhering to internal QA/QC processes and procedures, and providing innovative energy-efficient designs.

**Scott A. Breitenstein, PE, Deputy Project Manager**, will assist Bill with QA/QC duties. As an independent set of eyes, Scott will leverage his extensive WRF design experience to conduct reviews of submittals at all stages of the project. Scott will provide assistance to the design team, making certain the project meets the needs of the City while meeting all regulatory requirements. Scott has worked on Mount Dora projects since 2001 and has a firm grasp of the City's concern in meeting the growth demands impacting the City treatment plant facilities.

## Quality Control Methodology

At Halff, we prioritize quality throughout every project we undertake. Our Quality Control Methodology is designed to verify the highest standards of workmanship and adherence to industry best practices. Our approach includes but is not limited to:

- **Comprehensive Document Review:** We will conduct meticulous reviews of all design and construction documents to identify potential errors, omissions, or discrepancies before they become issues in the field.
- **Site Inspections and Audits:** Regular on-site inspections and audits to assess construction quality, compliance with plans and specifications, and conformance to safety regulations.
- **Testing and Verification:** Our team will work with City staff and contractors to oversee rigorous testing and verification of critical systems and components to confirm their functionality and efficiency.

## PROMPT, COMPLAINT RESOLUTION

Conflict, when well-managed, can be part of a productive process. Halff understands the importance of engaging a broad range of perspectives early in a project while establishing a courteous, professional dialogue on the issues that matter. Conditions can change during a project, from changes in staff and stakeholders to turnover in political administrations. We work with our clients to lay the groundwork for productive discussions and to keep the focus on moving plans toward implementation.

## PROJECT MANAGEMENT TRAINING

Halff will keep staff educated on changes made to AEP and industry standards and specifications through professional development training (PDT) and continuing education hours. Halff's professional development programs instruct staff regarding core values, financial basics, and topics related to teamwork through our PDT program for junior staff, as well as Project Manager Training (PMT) and Team Leader Training for senior staff.

Halff's internal PMT Program began in 2001 and has evolved to incorporate advances in our industry. In 2014, Halff revamped the PMT Program to follow the Project Management Institute's Project Management Body of Knowledge (PMBOK). Since 2014, more than 65 professionals at Halff have undergone the training program following the PMBOK. The new course was structured to align with the five phases of project management including initiation, planning, execution, monitoring and controlling and closing.

## Quality Assurance/Quality Control Process

**At Halff, implementing a quality review process is an essential component of our workflow.** We

have established a tool box of quality control best practices and lessons learned that have evolved from our firm's lengthy history of serving public clients and delivering excellence and exceptional value. Our Quality Management Program is founded on a commitment to achieve consistent performance through continuous improvement as well as the delivery of quality work that is on schedule and within budget.

Halff's Quality Management philosophy involves senior experienced personnel in quality assurance/quality control (QA/QC) activities. Prior to final delivery, all products will go through a complete independent technical review for conformance to the City's requirements.

Throughout a project's duration, we will conduct quality reviews and propose actions for resolution of any project issues. Communication throughout each phase will be the key to implementing the quality control procedures.

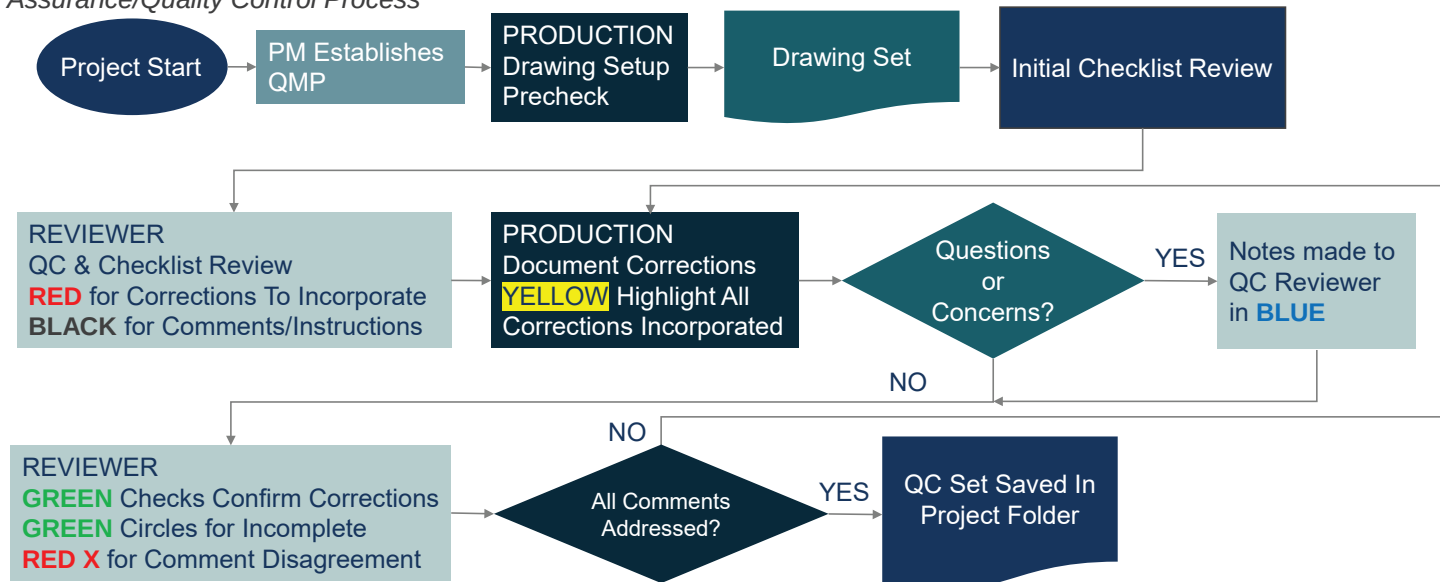
Examples of how communication will serve to implement the quality procedures include:

- **Team Meetings:** Meetings with the team and City will be held to monitor progress and to address outstanding issues. These meetings minimize surprises and help to verify the team is addressing critical issues. Minutes will be kept of the meetings and will be distributed to all parties, with a summary of the item discussed, proposed action, and responsible party.

- **Peer Review:** As part of the development of the schedule, peer review points will be built into the schedule prior to all submittal points. These formal review periods are in addition to ongoing "over the shoulder" reviews.
- **Quality Control Documentation:** Peer review comments will be documented, evaluated and incorporated. All reports and other documents that are reviewed will be signed and dated by the reviewer and filed for future reference.

**Bill Dorman, PE, QA/QC Manager**, has been identified in the organizational chart to manage the quality control review of the team's deliverables. During planning quality control will focus on document integrity, accuracy, coordination between disciplines, and compliance with jurisdictional codes and ordinance requirements.

Figure e. Quality Assurance/Quality Control Process





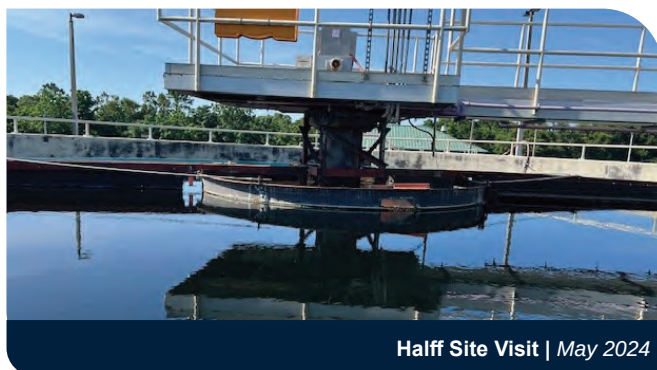
## PROJECT DESIGN, PERMITTING, AND CONSTRUCTION APPROACH

Halff's approach to the execution of the project includes preliminary and final design, permitting, bidding assistance, and construction administration services. A summary of our general approach to each phase of the project is presented in detail below:

### PRELIMINARY DESIGN

Upon initiation of the project, Halff will continue to collect data relevant to the design, schedule a project kick-off meeting with the City, and initiate surveying, environmental, and geotechnical investigations on the proposed site. An operations and control strategy will be developed for each unit process, and process and instrumentation diagrams (P&ID) will be prepared to illustrate the proposed modifications and control strategy.

Hydraulic and process calculations will be completed to size the process equipment, a site plan will be finalized, and preliminary floor plans of any needed buildings will be prepared. Stormwater calculations will be prepared to determine the required stormwater treatment volumes necessary to support proposed improvements. A biosolids dewatering pilot study would be conducted, and equipment to be pre-purchased by the City will be identified.



Halff Site Visit | May 2024

A technical memorandum will be prepared for the project including boundary and topographic survey; findings of the environmental and geotechnical assessments conducted; foundation design recommendations; stormwater calculations and an evaluation of the existing stormwater systems; 30% design drawings, including a site plan, paving, grading, and drainage; building floor plans and elevations; electrical single line diagrams; process and instrumentation diagrams; and an opinion of probable

construction cost. A review meeting will be held with the City to finalize the design criteria and Preliminary Design Report (PDF) before moving into final design. Halff believes that meeting the 7 month PDR delivery timeline identified in the RFQ is reasonable, and commits to this timeline.



Halff Site Visit | May 2024

### ECOLOGICAL EVALUATION AND ENVIRONMENTAL PERMITTING (EE&EP)

Halff's approach to conducting the ecological evaluation for wetland resources (not present onsite) and threatened and endangered species for this project will include the following:

1. Provide an initial desktop evaluation of the project area and adjacent habitat and environmental resources
2. Complete the wetland delineation and onsite habitat evaluations as warranted
3. Conduct the necessary wildlife surveys and document the findings
4. Prepare a concise and complete environmental conditions summary report and exhibits

### FINAL DESIGN

After review and approval of the preliminary design, Halff will begin development of the final design documents, including a complete set of construction drawings and technical specifications for the 60% design submittal. Additional detail will be added as the design is developed for the 90 and 100% (final) submittals. Each submittal will be provided with an updated opinion of probable construction cost.



Halff will conduct review meetings with the City after the 60 and 90% submittals to obtain comments on the design. Comments received will be addressed and incorporated into the following design submittal. Following the 100% design submittal, Halff will coordinate with the City purchasing department to initiate the bid process.



Halff Site Visit | May 2024

## PERMITTING

Permits are anticipated to be required from the FDEP for both the WWTP expansion and for the stormwater Environmental Resource Permit (ERP). Halff believes that holding pre-application meetings with permitting agencies reduces the size and number of requests for additional information received and expedites the permitting process.

During the preliminary design phase of the project, Halff will schedule pre-application meetings with each permitting agency to discuss the project and confirm the documentation required in the permit submittal.

Submittal dates of each permit application are tracked in the project schedule, along with responses to requests for additional information (RAIs) to allow for follow-up with regulatory agencies to make sure responses are received within statutory deadlines. Our approach to obtaining each permit is further discussed below.

After completion of the preliminary design activities, Halff will electronically submit the permit application and stormwater calculations to the FDEP in support of obtaining an Environmental Resources Permit (ERP). An application for an FDEP Permit for the construction of the wastewater treatment plant will be submitted concurrently after the City's review of the 30% design documents and preliminary design report. Any comments received from FDEP will be incorporated in the 100% design documents.

After award of the construction contract, Halff will provide the contractor with signed and sealed drawings and calculations as necessary to prepare the application for the City of Mount Dora Building Permits. Halff will coordinate with the contractor during the application process to provide documents and respond to questions as necessary to obtain the building permit(s).

## BIDDING ASSISTANCE

After preparation of the 100% design documents, Halff will work closely with both the City's Utilities and Purchasing Departments, and the City's funding consultant to prepare the bid documents. During the bidding process, Halff will attend the pre-bid meeting, respond to questions received from bidders, assist the Purchasing Department in preparing addenda, review bids received from contractors, prepare a recommendation of bid award, and prepare conformed documents after the award of the construction contract.



## PROJECT-WIDE VALUE ENGINEERING

Value Engineering (VE) refers to the systematic method of improving the value of a product that a project produces. It is used to analyze a service, system, or product to determine the best way to manage the important functions while reducing the cost. Our Halff team will employ the VE process to our design and will schedule a full day VE workshop with the City at our 30% and 90% design milestones, where we will outline the merits and demerits of each of the suggested solutions and alternatives from the design phase. The team will showcase each advantage and disadvantage in general terms with emphasis on cost impacts and effectiveness.

The Halff VE team will also include general contractors, as well as construction trades that would have the greatest impact to either reduce cost or increase the effectiveness of the design and improve the overall construction schedule.

In addition to internal VE team members **Rocco Nasso** and **Michael Marlar**, Halff has added **Mark Kelly**, formerly of Garney Construction to the team to assist with VE from the contractors standpoint. As an industry expert of nearly 40 years, Mark will contribute his valuable insight throughout the project.

## CONSTRUCTION ADMINISTRATION SERVICES

Halff will act on the City's behalf during construction to provide Construction Administration, to verify the project meets all contract document requirements. These services will include, but not be limited to:

- Preparing meeting agendas, minutes, and compliance with construction schedules
- Attending kick-off meeting with contractor
- Attending monthly construction meetings as required
- Attending conflict meetings as necessary
- Respond to contractor requests for information
- Reporting and addressing potential change orders
- Preparing change orders
- Processing shop drawing submittals
- Performing site inspections
- Confirming contractor compliance with plans and specifications
- Preparing recommendations for payment
- Preparing punch lists
- Coordinating training of staff on the process, improvements, and new equipment
- Providing and Review "As-Built" Drawings
- Reviewing and approve final operations and maintenance manuals (O&M)
- Providing project close-out documents including, but not necessarily limited to, warranty documents, lien releases, backup software/licenses/passwords, and lists of spare parts verified to be received by the City of Mount Dora
- Providing recommendations for final payment to contractor

## DEFINING SUCCESS

The staff we have identified for this RFQ bring a record of performance that is essential in successfully delivering the City of Mount Dora's expanded WTWP2.

**Project Manager, Troy Mitchell, has the knowledge and experience to manage this talented group of individuals. He provides the team with strong leadership qualities and a thorough understanding of the design and permitting of wastewater treatment plants.**

The Halff team is committed to listening to the City's needs, understanding the project goals, and providing a proven methodology for project success.



Halff Site Visit | May 2024

## IDENTIFY AND DEVELOP FUNDING STRATEGIES



### Financial Guidance

Expanding wastewater treatment facilities in Florida is a highly complex and expensive process. For most municipalities, costs ranging from

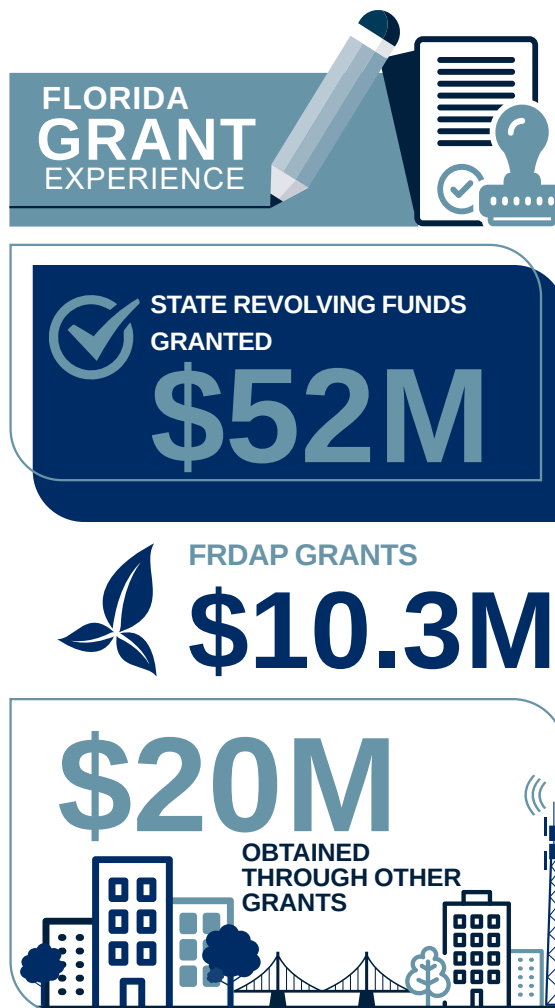
\$30 million–40 million per 1 mgd of capacity for construction prohibits municipalities from doing this work wholly from reserves. Utilizing either the EPA's Water Infrastructure Finance and Innovation Act (WIFIA) or State Revolving Funds (SRF) as a baseline match funding source, the State of Florida has grant programs that may supplement the additional funding needed. Depending on the final design of the project, Innovative Wastewater Technologies grants, Resilient Florida implementation grants, Alternative Water Supply grants, and various other programs should be considered during the development of the project. Depending upon community needs and conditions mitigation grants such as FEMA Building Resilient Infrastructure and Communities (BRIC), Hazard Mitigation Grant Program (HMGP), CDBG Mitigation (CDBG-MIT), and the new 1% Safeguarding Tomorrow through Ongoing Risk Mitigation (STORM) Revolving Loan Fund could be utilized to leverage the project. Halff's grant administration professionals recently wrote a successful \$25 million BRIC grant for a wastewater utility. The Halff team can also assist the City with obtaining bonds for construction of the project. Halff is aware that the City is considering the issuance of bonds for financing of the plant expansion. The Halff team has experience writing utility bond reports for funding, and can provide the City with the technical assistance needed to complete this task.

**Whether the task includes writing a utility bond report for the issuance of bonds, or the writing of a PDF as required for SRF funding, the Halff Team is equipped to assist the City with a comprehensive funding strategy.**

Mount Dora will directly benefit from the experience of the funding professionals on the Halff team. For each project Phase, our funding professionals will identify all available sources of funding. Our phased design and funding strategy will offer operational as well as financial efficiencies, so that funding can be leveraged to its greatest value.

This approach will also satisfy the objectives of multiple funding agencies. For example, future reuse phases may be eligible for both drinking water and clean water State Revolving Fund programs and cooperative funding from the St. Johns River Water Management District (SJRWMD). Leveraging multiple funding sources could make projects very cost-effective for Mount Dora.

By collaborating with key agencies, our team will identify available funding sources that go beyond traditional state and federal funding (e.g., bonds and revolving funds). In addition, there are planning grants available to help Mount Dora, such as the Florida Department of Economic Opportunity Community Planning Technical Assistance grant program. Our team stands ready to assist Mount Dora in seeking and obtaining funds to implement its projects. One other funding strategy that we recommend exploring is a structured plant capacity sale to the development community whereby they would pre-pay impact fees to reserve capacity in the extended plant.









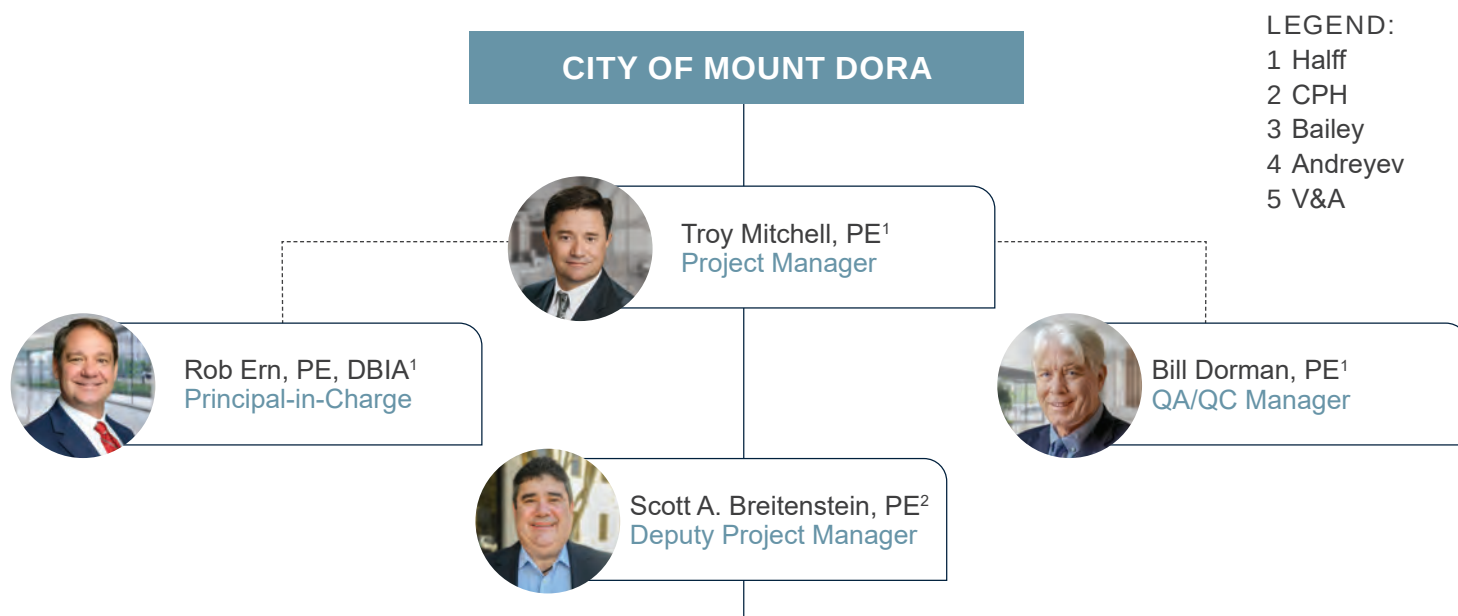
## B. PROJECT PERSONNEL

Halff's specifically selected team members are identified below with their respective project roles, and the anticipated percentage of their availability and of involvement.

| PROJECT STAFFING AND AVAILABILITY |                                                                               |                      |                     |
|-----------------------------------|-------------------------------------------------------------------------------|----------------------|---------------------|
| PERSONNEL                         | ROLE                                                                          | PROJECT AVAILABILITY | PERCENT INVOLVEMENT |
| Troy Mitchell, PE                 | Project Manager, Wastewater Treatment Plant / Hydraulics                      | 35%                  | 13%                 |
| Rob Ern, PE, DBIA                 | Principal-in-Charge, Wastewater Treatment Plant / Hydraulics                  | 25%                  | 8%                  |
| Bill Dorman, PE                   | QA/QC Manager                                                                 | 40%                  | 3%                  |
| Scott A. Breitenstein, PE         | QA/QC Manager, Wastewater Treatment Plant / Hydraulics, Funding and Financing | 25%                  | 8%                  |
| John Toomey, PE                   | Process Design and Optimization                                               | 10%                  | 3%                  |
| Dave Refling, PE, BCEE            | Process Design and Optimization                                               | 50%                  | 2%                  |
| Chris Williams                    | Plans Production                                                              | 35%                  | 7%                  |
| Ron Griffor                       | Plans Production                                                              | 40%                  | 1%                  |
| Brett Tobias, PE                  | Stormwater / Grading / Drainage Design, Site / Civil Engineering              | 30%                  | 1%                  |
| Wes Barrow, PE                    | Stormwater / Grading / Drainage Design                                        | 30%                  | 1%                  |
| Jose M. Ortiz, MCE, PE, SE        | Structural Engineering                                                        | 25%                  | 1%                  |
| Eduardo Aviles, PE                | Structural Engineering                                                        | 50%                  | 7%                  |
| Christopher DeWaal, PE, LEED AP   | MEP                                                                           | 25%                  | 3%                  |
| Jeffrey A. Deal, PE               | MEP                                                                           | 50%                  | 2%                  |
| Brad Bublitz, EI                  | Site/Civil Engineering                                                        | 20%                  | 3%                  |
| Brook Sherrard, AIA, NCARB        | Architectural                                                                 | 10%                  | 1%                  |
| Sidney West II, AIA, NCARB        | Architectural                                                                 | 25%                  | 1%                  |
| Martin Steffen, PLA               | Planning & Landscape Architecture                                             | 35%                  | 1%                  |
| Suzanne Osborne, PSM              | Survey                                                                        | 20%                  | 2%                  |
| Drew Sanders                      | Ecological Assessments / Environmental Permitting                             | 35%                  | 1%                  |
| Stephen Bailey, PE                | Electrical/Instrumentation                                                    | 20%                  | 13%                 |
| Jay Libo-On, EI                   | Electrical/Instrumentation                                                    | 40%                  | 5%                  |
| John Riggs                        | Construction Administration                                                   | 45%                  | 3%                  |
| Joshua Llamas, EI                 | Construction Administration                                                   | 40%                  | 3%                  |
| Ray Jones, PE                     | Geotechnical Engineering                                                      | 20%                  | 1%                  |
| Lisa King, GPC                    | Funding and Financing                                                         | 45%                  | 3%                  |
| Michael Marlar, PE, PS, CFM       | Value Engineering                                                             | 25%                  | 1%                  |
| Rocco Nasso, PE                   | Value Engineering                                                             | 25%                  | 1%                  |
| Dave Hunniford                    | Odor Control / Corrosion Condition Assessment                                 | 25%                  | 1%                  |
|                                   |                                                                               |                      | <b>Total: 100%</b>  |

## C. ORGANIZATIONAL CHART

Halff has assembled a team comprised of our most talented and experienced professional and technical staff to competently and efficiently perform the work needed for this project. Each is capable of and devoted to the successful accomplishment of work to complete the Wastewater Treatment Plant 2 Expansion project. The organizational chart below demonstrates our team composition, leadership, key personnel, and reporting responsibilities.



### Halff Services Team

#### Wastewater Treatment Plant/ Hydraulics

Troy Mitchell, PE<sup>1</sup>  
 Rob Ern, PE, DBIA<sup>1</sup>  
 Scott A. Breitenstein, PE<sup>2</sup>

#### Plans Production

Chris Williams<sup>1</sup>  
 Ron Griffor

#### Stormwater/Grading/Drainage Design

Wes Barrow, PE<sup>1</sup>  
 Brett Tobias, PE<sup>1</sup>

#### Structural Engineering

Jose M. Ortiz, MCE, PE, SE<sup>2</sup>  
 Eduardo Aviles, PE<sup>2</sup>

#### MEP

Christopher DeWaal, PE, LEED AP<sup>2</sup>  
 Jeffrey A. Deal, PE<sup>2</sup>

#### Process Design and Optimization

John Toomey, PE<sup>2</sup>  
 Dave Refling, PE, BCEE<sup>2</sup>

#### Site/Civil Engineering

Brett Tobias, PE<sup>1</sup>  
 Brad Bublitz, EI<sup>1</sup>

#### Architectural

Brook Sherrard, AIA, NCARB<sup>2</sup>  
 Sidney West II, AIA, NCARB<sup>2</sup>

#### Planning & Landscape Architecture

Martin Steffen, PLA<sup>1</sup>

#### Survey

Suzanne Osborne, PSM<sup>1</sup>

#### Ecological Assessments/ Environmental Permitting

Drew Sanders<sup>1</sup>

#### Electrical/Instrumentation

Stephen Bailey, PE<sup>3</sup>  
 Jay Libo-On, EI<sup>3</sup>

#### Construction Administration

John Riggs<sup>1</sup>  
 Joshua Llamas, EI<sup>1</sup>

#### Geotechnical Engineering

Ray Jones, PE<sup>4</sup>

#### Funding and Financing

Lisa King, GPC<sup>1</sup>  
 Scott A. Breitenstein, PE<sup>2</sup>

#### Value Engineering

Michael Marlar, PE, PS, CFM<sup>1</sup>  
 Rocco Nasso, PE<sup>2</sup>  
 Mark Kelly

#### Odor Control / Corrosion Condition Assessment

Dave Hunniford<sup>5</sup>



## IV. Project Work Program and Flow Chart

Within this section, we present the City with innovative ideas as well as multiple options to consider for the overall project design. As briefly discussed in our project approach, the table below, illustrate's Halff's project tasks and work flow for delivery of the WWTP2 expansion.

| 1 PRELIMINARY DESIGN                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Criteria and Assessments                                                                                                                                                                                                                                                                   | Conceptual Design                                                                                                                                                                                                                                                                                                              | PER and Preliminary Design                                                                                                                                                                                                                                                                                            | Primary Deliverables                                                                                                                                                                                                                                                                                  |
| <ul style="list-style-type: none"> <li>Confirm design criteria (flow, unit size, etc.)</li> <li>Review regulatory and code requirements</li> <li>Data collection and analysis</li> <li>Site visits</li> <li>Value-added design concepts</li> <li>Equipment and material preferences</li> </ul>     | <ul style="list-style-type: none"> <li>Design charette with City to review options</li> <li>Site layouts</li> <li>Control and standby power requirements</li> <li>Preliminary P&amp;ID</li> <li>Preliminary structure plan/sections</li> <li>Design criteria (architectural, structural, HVAC, I&amp;C, electrical)</li> </ul> | <ul style="list-style-type: none"> <li>Basis of design report</li> <li>30% design drawings</li> <li>Major equipment specifications</li> <li>Constructability reviews</li> <li>Preliminary opinion of probable cost</li> <li>Update surveying and geotechnical data</li> <li>30% Value Engineering workshop</li> </ul> | <ul style="list-style-type: none"> <li>Basis of design report and design drawings and specifications</li> <li>Clean water SRF funding documents (if applicable)</li> <li>Preliminary opinion of probable cost</li> <li>Initiate FDEP operations permit application</li> </ul>                         |
| 2 FINAL DESIGN AND PERMITTING                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                       |
| Primary Deliverables                                                                                                                                                                                                                                                                               | Permitting and Final Design                                                                                                                                                                                                                                                                                                    | 90% Design                                                                                                                                                                                                                                                                                                            | 60% Design                                                                                                                                                                                                                                                                                            |
| <ul style="list-style-type: none"> <li>Final contract documents (design drawings and specifications, front-end documents)</li> <li>Permits and SRF funding documents</li> <li>Opinion of probable cost</li> </ul>                                                                                  | <ul style="list-style-type: none"> <li>Regulatory meetings if warranted</li> <li>Respond to permitting comments</li> <li>Incorporate bid document requirements</li> <li>Final contract documents</li> <li>Solicit bid interest from contractors</li> </ul>                                                                     | <ul style="list-style-type: none"> <li>Permit set of design drawings</li> <li>Permit specifications</li> <li>Front-end documents</li> <li>Permitting application and documents</li> <li>Project sequencing and coordination requirements</li> <li>Final opinion of probable cost</li> </ul>                           | <ul style="list-style-type: none"> <li>Initiate funding</li> <li>Structural design</li> <li>Building plans and sections</li> <li>Technical and material specifications</li> <li>Update opinion of probable cost</li> <li>Constructability reviews</li> <li>Initiate ERP permit application</li> </ul> |
| 3 BIDDING, CONSTRUCTION ADMINISTRATION, AND CEI                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                       |
| Bidding                                                                                                                                                                                                                                                                                            | Construction                                                                                                                                                                                                                                                                                                                   | Startup and Commissioning                                                                                                                                                                                                                                                                                             | Primary Deliverables                                                                                                                                                                                                                                                                                  |
| <ul style="list-style-type: none"> <li>Bid schedule and advertise for bids</li> <li>Pre-bid meeting</li> <li>Answer bidder questions</li> <li>Bid opening</li> <li>Evaluate bids and develop recommendation</li> <li>Coordinate loan closing documents</li> <li>Issue Notice to Proceed</li> </ul> | <ul style="list-style-type: none"> <li>Conduct pre-construction meeting</li> <li>Shop drawings and submittals</li> <li>Respond to RFIs</li> <li>Monthly meetings</li> <li>Review pay applications</li> <li>Inspection services</li> <li>Record drawings</li> <li>Monthly SRF repayment</li> </ul>                              | <ul style="list-style-type: none"> <li>Performance testing of all systems and equipment</li> <li>Startup and training coordination for equipment</li> <li>Punch list and final completion</li> <li>Develop SOPs</li> <li>One year warranty</li> <li>O&amp;M Manual Delivered</li> </ul>                               | <ul style="list-style-type: none"> <li>General construction administration documents</li> <li>Inspection reports</li> <li>Operator training, record drawings and SOPs</li> </ul>                                                                                                                      |



## PROCESS DESIGN CONSIDERATIONS

In order to provide the City with the most cost-efficient and operationally effective project, it is important to note that many options for expansion are available. Our team has the experience to work with City staff to craft the best project to meet the needs of the City and its residents. We will explore multiple options on the following pages for the headworks, process design and effluent storage and pumping.

The City of Mount Dora's WWTP2 features a Modified Ludzack-Ettinger (MLE) process for the biological removal of nitrogen, known as the Ovivo® Carrousel denitIR® process. It is an oxidation ditch technology that provides:

- Removal of carbonaceous pollutants (Biochemical Oxygen Demand (BOD) removal)
- Conversion of ammonia to nitrate (Nitrification)
- Conversion of nitrate to nitrogen gas for removal of nitrogen (Denitrification)

These three major biological processes are carried out in parallel oxidation ditch trains each consisting of an anoxic basin and an aeration basin. The Carrousel denitIR process utilizes an internal recycle channel and gate to return a portion of the flow from the aeration

zone to the anoxic zone in order to facilitate treatment to achieve permit compliance. The facility also includes other unit operations and processes such as screening, secondary clarification, sludge pumping, filtration, disinfection, effluent storage/pumping, and biosolids handling. Effluent disposal includes discharge to off-site sprayfields (currently being modified to include off-site RIBs) and the City's public access reuse distribution system. Current effluent limits are summarized below.

The facility was originally designed and permitted for a capacity of 1.25 mgd on an annual average daily flow (AADF) basis. The City currently has a consultant working to re-rate the facility to 1.5 mgd. The City's RFQ indicates that an increase in capacity to at least 3.0 mgd is needed, within the confines of the plant site, and Halff will demonstrate that at least 3.5 mgd can be constructed on the site.

In order to develop and assess options for expansion, it is first necessary to examine the influent characteristics, the physical configuration and size of the existing facilities, and generally accepted design criteria set forth in FDEP rules and other recognized industry publications. The results of this initial effort conducted by the Halff/CPH team are presented in tabular form starting below, with more detailed analysis provided on the following pages.

| R-001                                     |                                                                       |                   |
|-------------------------------------------|-----------------------------------------------------------------------|-------------------|
| Parameter                                 | Limit                                                                 | Statistical Basis |
| Max. CBOD <sub>5</sub> (mg/L)             | 20                                                                    | Annual Average    |
|                                           | 30                                                                    | Monthly Average   |
|                                           | 60                                                                    | Single Sample     |
| Max. TSS (mg/L)                           | 5.0                                                                   | Single Sample     |
| Max. Fecal Coliform (#/100ml)             | Non-Detectable in 75% of Daily Sample/Less than 25/100mL at all Times |                   |
| Min. Chlorine Residual (mg/L)             | 1.0                                                                   | Single Sample     |
| Max. Nitrogen, Nitrate, Total as N (mg/L) | 10.0                                                                  | Single Sample     |

Based on the findings presented in the above table, the Halff/CPH team has evaluated numerous treatment concepts based around adding capacity utilizing the existing Ovivo Carousel denitIR process. Significant findings and suggested improvement options are described below.

| PARAMETER/<br>COMPONENT                        | ASSESSMENT                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Influent Characteristics                       | <ul style="list-style-type: none"> <li>• CBOD5: 200 mg/L</li> <li>• TSS: 200 mg/L</li> <li>• TKN: 35 mg/L</li> </ul>                                                                                                                                                                                                                                                                                                                                |
| Flow Peaking Factors                           | <ul style="list-style-type: none"> <li>• Maximum Month Peaking: 1.31 X AADF (per CoMD Master Plan)</li> <li>• Maximum Day Peaking: 1.41 X AADF (per CoMD Master Plan)</li> <li>• Peak Hourly Flow: 2.72 X AADF based on 10-State Standards</li> </ul>                                                                                                                                                                                               |
| Headworks                                      | Headworks structure lacks grit removal. To accommodate future flows, with grit removal, three options are discussed, including re-use of existing headworks, should downstream hydraulic analysis allow for such. Otherwise, a new headworks with grit removal is proposed.                                                                                                                                                                         |
| Ovivo® Carousel denitIR®<br>Oxidation Ditches  | The existing ditches are sufficient for the currently underway re-rating to 1.5 mgd, but should be equipped with VFD's in place of the existing 2-speed aerators. The denitIR gates should also be equipped with mechanical actuators controlled by DO/ORP. An additional oxidation ditch, or ditches, will be required to meet the additional capacity needed for plant expansion.                                                                 |
| Secondary Clarifiers                           | The existing clarifiers are sufficient for the currently underway re-rating to 1.5 mgd. Two additional clarifiers, with an additional mixed-liquor splitter box, will be required to meet the additional capacity needed for plant expansion.                                                                                                                                                                                                       |
| Filtration                                     | The existing disc filters appear to be working well. The existing sand filters do not appear to have the resilience to handle peaks during adverse conditions. Therefore, an additional parallel train of disc filters are proposed to replace the sand filters, potentially within the existing concrete structures of the sand filters, if room allows, or on a slab adjacent to the existing disc filters.                                       |
| Chlorine Contact Chamber                       | The existing chlorine contact chamber will need to be expanded in order to accommodate the expansion of the plant.                                                                                                                                                                                                                                                                                                                                  |
| Reclaimed Water Storage and<br>Pumping         | The existing prestressed ground storage tank is currently being utilized for both reclaimed/wet weather storage and reject storage. The City is currently working to modify and re-permit the existing tank, in combination with the sprayfield/RIB modification. In order to provide sufficient reclaimed/wet weather and reject storage for the plant expansion, additional ground storage capacity will be required, either on-site or off-site. |
| Sprayfield/Rapid Infiltration<br>Basins (RIBs) | A portion of the City's existing sprayfield is currently being permitted for conversion to RIBs, with a short-term disposal capacity of 1.5 mgd per the application submitted by the City. Per the City's PDR, the RIBs will provide direct storage of 3.0 mg, as well as percolative capacity. Additional capacity may be needed for the ultimate plant capacity, should it exceed 3 mgd.                                                          |
| Biosolids Handling                             | Currently, the WWTP2 utilizes an aerobic digester for processing of sludge, and liquid sludge from dewatering boxes is hauled offsite for disposal. In order to accommodate this expansion, and higher plant flows, we would recommend the addition of a second digester, as well as either a screw press or belt filter press to dewater liquid sludge, to cut down on City hauling costs.                                                         |



Halff Site Visit | May 2024

## SHORT-TERM PLANT CAPACITY RE-RATE

As a first step in the project, Halff would propose exploring the potential of re-rating the existing plant capacity to allow for higher flows until the plant expansion has been completed. The existing plant was designed utilizing influent loadings of 200 mg/l for both BOD and TSS. However, a review of the plant DMR's indicates that both BOD and TSS are currently running closer to 135-140 mg/l. This means that the biological capacity of the existing plant is higher than it was originally designed for. An initial task for the Halff team would be to review the plant hydraulics and other components to confirm whether a re-rating could occur. We have conferred with Ovivo, and the existing Carrousel could be re-rated to 2.0 mgd with the lower loadings. It is possible that other components could be re-rated for higher flows as well, and we would explore this possibility. This might buy the City additional time for the expansion while dealing with growth within the service area. The ultimate plant would continue to be rated utilizing the 200/200 influent characteristics, but a short-term re-rate during the construction period could be considered.

## INDIVIDUAL PLANT COMPONENT CONSIDERATIONS

### Preliminary Treatment

As outlined in the above table, while the existing headworks may be able to hydraulically handle the increased plant flows, the structure lacks grit removal capabilities. Given such, and given the desire to increase the plant capacity to 3.0 mgd or beyond, it is likely that a new headworks structure, utilizing both screening and grit removal will be required at this site.

Herein, we will present options for preliminary treatment, as such:

- Modify existing headworks with updated screening, and install grit removal equipment within existing EQ basin

- Modify existing headworks with updated screening, and install external grit removal equipment with flow splitting
- Construct new, stand-alone headworks with screening, grit removal and flow splitting

The U.S. Environmental Protection Agency's (EPA) Design Criteria for Mechanical, Electric, and Fluid System and Component Reliability specifies the required level of redundant equipment for treatment works. Class I reliability requires a backup screen, and in the event that only two screens are provided, at least one of the screens permits manual cleaning.

**In order to provide Class I reliability, Halff proposes providing a single mechanical screen with a washer/compactor, and a manual bar screen in a redundant channel within the proposed new headworks, or, should it be feasible to re-use the existing headworks, dual mechanical screens with washer/compactor and a manual bar screen. Our proposed alternatives increase the reliability of the WWTP while also seeking to reduce the project's construction cost and maintenance requirements.**

Grit removal is also recommended in the form of a single vortex grit removal system, including a grit pump and grit classifier. Significant grit loading can reduce the available volume in the process basins and cause excessive wear on equipment.

**In order to maximize the protection of downstream equipment while minimizing construction cost, Halff recommends the installation of a grit removal unit with no internal moving components such as Hydro International's Headcell.**

Whether the City chooses to modify the existing headworks, or construct a new headworks structure, it will be necessary to provide a robust odor control system to mitigate odors produced at the headworks. Given the City's ongoing odor complaints, it is recommended that particular attention to the design of the odor control system will be necessary, and Halff will employ the specialized services of sub-consultant V&A Engineering, who specializes in the design of odor control and corrosion controls units. Odor readings from the existing headworks will be utilized to design a new odor control unit consisting of a biotrickling filter followed by a carbon polishing filter, in order to greatly reduce odors produced by the headworks.

The following three Headworks options are presented for consideration only, they are among the options the Halff design team will want to investigate as a part of this project.

| HEADWORKS OPTIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Option 2                                                                                                                                                                                                                                                                                                                                                                                                    | Option 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>The existing headworks would be modified with the installation of two, new centerflow screen, such as the Hydrodyne Great White centerflow screens, coupled with a washing compactor. A new grit removal unit would be installed within the existing Equalization (EQ) Basin to handle grit-removal capabilities. An interconnecting pipe would be installed between the existing EQ basin and the proposed EQ basin on the new train, so that both trains would be fed by the existing headworks and grit removal system.</p> | <p>The existing headworks would be modified with the installation of two, new centerflow screens, such as the Hydrodyne Great White centerflow screen, coupled with a washing compactor. A new, standalone grit removal system would be installed alongside the existing headworks, and be followed by a flow splitter box, in order to divert flow to both the existing and proposed treatment trains.</p> | <p>A completely new, standalone, headworks would be constructed, utilizing a centerflow screen, such as the Hydrodyne Great White centerflow screen, equipped with a wash compactor. The headworks would be followed by a grit removal system, such as the Hydro International Headcell. The Headcell would be followed by a flow splitter box to divert flow to each of the two biological treatment trains. While this is the preferred method of upgrading preliminary treatment, it is also likely the most expensive.</p> |

See pages 36 - 38 for Figures 1 - 3 illustrating the above options.

### Odor Control

WRF odors are typically caused by hydrogen sulfide, mercaptans, and other reduced sulfur compounds (RSCs). Hydrogen sulfide is cost effectively removed using biotrickling filters with relatively small contact times. Unfortunately, mercaptans and RSCs are not removed with conventionally designed biotrickling filters. Generally, longer vessel detention times and a hybrid media are needed to address these constituents in biofiltration. In view of the importance of effective odor control is suggested that we conduct air sampling in conjunction with laboratory analyses to fully understand the odor challenges. This will facilitate a full evaluation of options such as single- and multi-stage biofilters, with and without polishing via granular activated carbon. We would perform a life cycle cost analysis of the options to help us select an economical solution to the odor issue. Additionally, we will examine the reliability aspects of the options under consideration to verify our suggested system does not contain a single point of failure. It is our experience that a "belt and suspenders" approach is advisable when designing an odor control facility.

One other consideration to help with odor issues would be to divert a portion of the RAS flow directly to the headworks, where it could mix with raw wastewater, thereby reducing odors produced at the headworks. *(see Headworks Options Table above)*

### Flow Equalization

Municipal wastewater flows are typically diurnal, with peaks in the morning and evening hours and lower flows overnight and during the midday hours. Equalization is provided to allow the biological process to operate with a relatively stable influent flow and load, generally improving its performance. In order to provide equalization, a tank is available to store raw wastewater during high flow periods, which then is used to provide supplemental wastewater during low flow periods, therefore equalizing the flow throughout the day. Flow equalization is typically between 20-25% of the daily plant flow in order to attenuate peak flows and improve biological treatment. The new process train would be equipped with an additional EQ basin, which would be aerated to provide mixing, keeping solids in suspension and minimizing odor. Pumps would be required to move wastewater from the EQ tank into the biological process.



**Halff recommends adding additional flow equalization volume on the proposed treatment train, in order to attenuate peak flows through the plant.**

The RFQ does not discuss odor control for the equalization basins. However, given the ongoing complaints about odors from the WWTP, it is recommended that covering the existing and proposed EQ basins and providing odor control on the EQ basins be considered.

### Oxidation Ditches

In order to provide for the additional plant capacity needed at this facility, the addition of a new biological treatment train consisting of anoxic basins and aeration basins is needed. The RFQ states that the plant expansion should be to at least 3.0 mgd. We believe that there is sufficient room on the site to provide a second train that will provide for an additional 2.0 mgd, providing for a total plant capacity of 3.5 mgd. This new train could consist of either dual, 1.0 mgd ditches, similar to the existing train, or a single, larger, 2.0 mgd train. In order to illustrate these options as laid out on the site, we have provided figures for several options as seen in the Oxidation Ditch Options chart to the right.

**Halff recommends construction of a new train, rated at 2.0 mgd, for a total plant flow of 3.5 mgd. This expanded capacity will fit within the footprint of the existing plant, and will provide for additional flows beyond those initially proposed for the site, to better accommodate growth within the City's service area.**

### AWT Contingency Planning

The need for AWT may or may not be part of the current assignment but recent legislative dialog suggests that it would be prudent to have a clear plan for attainment of AWT in the future. Fortunately, the MLE process is the "backbone" of the 5-Stage Bardenpho process which is the most common technology for providing AWT. Typically, this process involves a 1-hour anaerobic zone in front of the MLE structure in conjunction a 2-hour second anoxic zone and 0.5-hour reaeration zone downstream of the aerobic basin. At a plant flow of 3.5 mgd this is only 0.5 million gallons (total). We can easily include space and piping provisions for this volume in future. We may

## TRAIN OXIDATION DITCH OPTIONS

### Option 1 - Mirror Existing Train

This option would consist of simply mirroring the existing train, as was initially intended, providing for an addition of 1.5 mgd capacity, for a total plant capacity of 3.0 mgd. This option would include similar anoxic and aeration basin improvements as the existing train, and would also include additional equalization volume. The new train would be equipped with aerators controlled by VFD's, further controlled by DO probes in the aeration basin. In addition, the oxidation ditches would be equipped with mechanically actuated Internal Recycle gates (IR Gates), controlled by DO/ORP probes in the process basins. In order to provide for conformity between the trains, the existing train would also be retrofit with VFD's for the aerators and mechanically actuated IR gates.

### Option 2 - New, Single Train Oxidation Ditch

This option would consist of the construction of new, dual, common-wall oxidation ditch trains, with a capacity of 2.0 mgd, for a total plant capacity of 3.5 mgd. The new train would be similar to the existing train, but slightly larger to accommodate additional flows, as requested by the City.

### Option 3 - New, Dual Train Oxidation Ditch

This option would consist of the construction of a new, single train rated at 2.0 mgd, for a total plant capacity of 3.5 mgd, providing for additional capacity to serve the City's service area. The new train would consist of a Carrousel denitrification oxidation ditch rated for 2.0 mgd, equipped with VFD controlled aerators and mechanically actuated IR gates. Given that the new train would consist of a single oxidation ditch, cost is anticipated to be lower than the construction of two, smaller, common-wall trains.

*\* See pages 39 - 41 for Figures 4 - 6 illustrating the above options.*

also want to “fold in” the anaerobic basin into the near-term flow equalization structure since it’s a very minor volume in the overall scheme. Another option would be to construct the new trains with swing zones so they can operate under either MLE or 5-Stage Bardenpho process modes. Under the MLE mode they would be rated for about 2.5 mgd and under AWT mode they would be rated for 2.0 mgd. Several options can be developed and evaluated during preliminary design.

## Secondary Clarifiers

As discussed above, it will be necessary to add two secondary clarifiers to provide treatment for the new 2.0 mgd train. Secondary clarification allows wastewater to settle, removing total suspended solids, while simultaneously returning biological growth to the process basins.

It is proposed that a mixed liquor splitter box be added for the new train, in order to split the flows to the two new clarifiers. In order to treat the new, additional 2.0 mgd, we would propose to construct two additional, 55’ diameter clarifiers. Either an additional mixed liquor splitter box for the new train, or a new, single mixed liquor splitter box to handle all plant trains, will be necessary to split flow between all clarifiers.

**In order to treat the additional plant flows, Halff recommends construction of two, larger, spiral blade clarifiers.**

## Tertiary Filters

As discussed in the table above, the existing disc filters are providing sufficient filtration, and can remain in service with the expansion of the plant. However, the deep bed upflow sand filters are not performing well, and need to be replaced. Halff proposes the addition of an additional disc filter unit. Options include addition of a new, stand-alone disc filter unit, or the retrofitting of the existing deep bed filter basins with disc filters within the existing chambers.

## Disinfection

As discussed in the previous table, the existing chlorine contact basins do not contain sufficient volume to provide sufficient contact time for the expanded plant flows, and as such, it will be necessary to add an additional chlorine contact chamber to the facility. The site was laid out during the first phase to provide for this additional chlorine contact chamber. In order to meet high level

disinfection as needed for public access reuse, a chlorine residual of 1.0 mg/l shall be maintained.

**The existing WWTF effectively uses sodium hypochlorite for disinfection, and Halff recommends continuing to do so upon commissioning the new WWTF expansion.**

Existing sodium hypochlorite metering pumps and storage facilities will be evaluated to make certain that they have capacity to provide the necessary chlorine dosing at the expanded plant flows.

**Halff recommends confirming and providing 14 days of sodium hypochlorite storage, with the volume divided between two storage tanks.**

## Reject and Wet Weather Storage & Pumping

In order to meet FDEP regulations, it is necessary for the plant to provide a total of three days of wet weather storage, and one day of reject storage. Currently, this storage is being provided in a single, partitioned tank which contains a total of 6.25 mg of wet weather storage and 1.25 mg of reject storage. With an expansion to 3.5 mgd, the facility will require a total of 10.5 mg of wet weather storage and 3.5 mg of reject storage. Plans are currently underway to convert the existing tank to only wet weather storage, and upon conversion, the tank will provide a total of 7.5 mg of wet weather storage. In order to provide the additional 3.0 mg of wet weather storage, it is proposed that a 3.0 mg reclaimed tank be constructed at the WWTP site. This tank could be drained via gravity to the existing in-plant lift station, which would pump the flow back to the head of the plant. The draining of the reject volume could be controlled by the plant control system and an automated valve, to release the flow slowly during offpeak times of the day. In order to provide the needed reject storage, we would propose to construct an additional 3.5 mg reject storage tank on the RIB site. This tank could be filled as needed, and then drained to the RIB’s via electronically controlled valves, as needed, by the operator.

The plant currently has a total of three reclaimed high service pumps, each rated at 1,650 gpm, which either pump effluent to the reclaimed distribution system, or to the sprayfield. The plant has space for two additional high service pumps, which would be added to during the construction of this plant expansion.

## Effluent Disposal

The effluent produced at the WWTF is currently utilized for public access irrigation via the City's reclaimed water distribution system, or it is disposed on the City's sprayfield.

The City is currently in the process of permitting a partial conversion of the sprayfield to RIB's, with the portion of the existing sprayfield being re-rated to a lower capacity, and the new RIB's being permitted for disposal of 3.0 mgd, via direct storage, not including percolation. The modified sprayfield will have a long-term disposal capacity of 0.117 mgd, and the proposed RIB's will have a long-term disposal capacity of 0.075 mgd, for a total, long-term disposal capacity of 0.192 mgd. Short-term disposal capacity will be rated at 0.35 mgd on a continuous, AADF basis, with a MDF disposal capacity of 0.40 mgd, while utilizing a two week resting/loading rotation for the three RIB's.

It has been assumed that the City will be successful in their currently ongoing permit application with the FDEP. In the event that the FDEP requires additional information, the Halff team will perform geotechnical evaluations and groundwater modeling to support further permitting of the effluent disposal system.

## Solids Digestion and Handling

Currently, waste activated sludge is pumped from the clarifiers to the single, onsite aerobic digester. Digested solids are further dewatered utilizing dewatering boxes, before liquid sludge is hauled offsite for disposal.

In order to provide for additional digestion capacity, Halff would propose the construction of an additional aerobic digester, along with the associated blower additions, to provide sufficient sludge digestion capacity at the facility. In addition, further solids handling improvements are proposed. The Halff team would propose to install a screw press for the further dewatering of biosolids, along with the needed equipment to transport the dried solids to a truck to be hauled away for disposal by the City's contract hauler. Should the City opt for an expansion to 3.5 mgd or more, an additional digester and dewatering unit would be proposed. It is important to note that efficiency of digester operation, and desired operating time for dewatering equipment will play a role in the sizing and number of dewatering units proposed.

## Electrical System

The existing electrical system operates at 480 volts, is sized at 1600 amps and has been in service for approximately 20 years. Main Breaker 1 (MB1) feeds the normal side of automatic transfer switch 1 (ATS1). ATS1 load side feeds MCC-1A/1B. **The existing electrical system does not provide Class 1 electrical reliability to the WWTP as MCC-1A and MCC-1B are not electrically isolated.** Main Breaker 2 (MB2) connects to MCC-1B/1A and is key interlocked to the existing generator breaker so that the generator cannot be operated while MB2 is closed (online). MB2 is operated only if there is a failure of MB1, ATS-1 or the interconnecting power cabling. MB2 has most likely never been connected to plant loads or tested utilizing primary injection. MB1, MB2 and ATS1 are in the non-air-conditioned generator area. As such, their condition is compromised. The existing electrical system design and the primary electrical components require improvement/replacement. Additional normal and emergency power capacity for the WWTF is recommended.

To support the process improvements recommended by Halff, the existing electrical system will be upgraded to 2 redundant 1600-amp services and a second generator will be added. The existing generator will be replaced if necessary. Two new electrical buildings are recommended (EB1 and EB3). Figure 7, on page 42 shows the electrical building locations and the electrical ductbank interconnection. MCC1A/1B will continue to serve MCC2A/2B unless it is determined that MCCs 1A/1B require replacement. Figure 7 shows the proposed locations of new electrical buildings 1 and 3. The new electrical system can be constructed without any disturbance to the existing electrical system. EB1 will house the new facility main breakers MB1 and MB2, ATS1 and ATS2 and switchboards 1 and 2. The new switchboards will serve the existing MCCs in EB2 (MCC 1A/1B), the new process equipment MCCs in EB3 and the existing reclaiming pumping equipment MCCs in EB4 (MCC2A/2B).

Figure 8, on page 43 shows the proposed electrical system power diagram. "Smart" MCCs and VFDs will be connected via redundant Ethernet ring allowing the Supervisory Control and Data Acquisition (SCADA) system to address each device individually. The MCCs will provide access to monitoring and control of motor

parameters such as amp draw, power factor and harmonic content. This information will be utilized by SCADA to develop advanced reporting to assist the City in managing and operating this critical infrastructure.

The MCC network design will be fault tolerant. Each MCC will contain two switches. Like loads will be divided between MCCs. This design will confirm that the loss of a single network component will not take an entire MCC out of service.

Class 1 Electrical and Control reliability will be certain.

### Instrumentation and Control Systems

Halff brings substantial understanding of the City's instrumentation and controls objectives.

Our proposed design replaces the existing obsolete PLC system with a redundant PLC and SCADA control system. This modernized control system will connect to smart motor controls and remote IO through a fiber optic network traversing the plant through a self-healing backbone ring.

**Halff proposes a new and modernized control and SCADA system based on redundant Rockwell Automation PLC platform, including a new VTSCADA visualization application and self-healing secure network ring.**

Our proposed design replaces multiple obsolete and disparate PLC panels, consolidating them into a single PLC and remote IO redundant architecture. This confirms the plant process instrumentation and control system is redundant on all levels of control, power, and network.

Sequence of PLC and SCADA system build out includes:

1. First redundant PLC panel in new Electrical Building 1.
2. Second redundant PLC panel located in new Electrical Building 2.
3. Redundant SCADA servers with dual network switches located in Lab/Operations building.
4. Existing PLC in Blower/Electrical Building is converted to RIO-3. Building renamed Electrical Building 3.
5. Existing PLC-2 at Flow Equalization Basin is converted to RIO-5.

6. Existing PLC-3 in Reclaim Pump Station & Chemical Building is converted to RIO-4.
7. RIO-1 and RIO-2 will be located at Electrical Building 1 and 2 respectively.

Halff recommends consolidating all process treatment control into the redundant PLC system, making certain of a single point of responsibility and that all process control throughout the plant is backed up with automatic failover.

The redundancy and scalability of the new PLC and VTSCADA system allows for seamless integration of the current DFS system through built in drivers and protocols. This allows for real-time monitoring of the existing and future process equipment for the facility.

Plant control and monitoring systems will be integrated to provide higher levels of system performance including system redundancy through redundant PLC controllers and redundant power supplies. System reliability will occur at the PLC level with In-rack redundant Ethernet masters.

Physical and logical modularity for plant operation and maintenance will be provided reducing downtime and negative system performance while maintaining high level of OT cybersecurity measures, including network security and segmentation by process area, role based access control, disaster recovery plan and more.

**The proposed redundant VTSCADA HMI system includes built in drivers to interface with existing DFS system for continuous monitoring and control of existing assets.**

The proposed design integrates redundancy at the IO control level. Utilizing Device Level Ring technology to confirm process control availability and uninterrupted treatment.

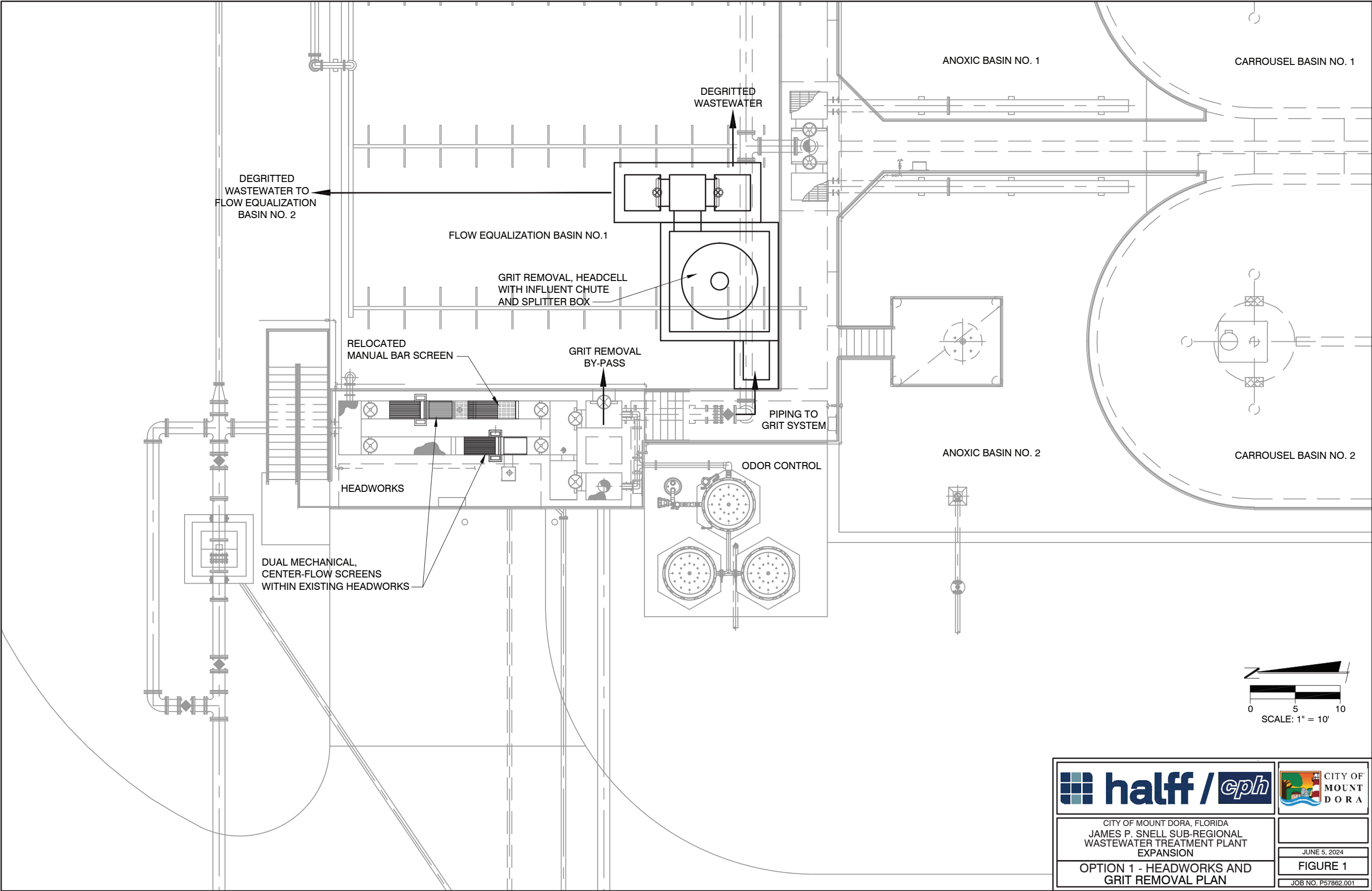


## Project Challenges and Solutions

Utilizing our first-hand knowledge of the City, we have identified some of the challenges presented by the proposed project and our holistic approach to addressing and overcoming these challenges while assisting the City with the design and construction of the new wastewater treatment plant.

| WWTP POTENTIAL CHALLENGES                                                                                                                  | PRIMARY IMPACTS |          |           |             | HALFF PROPOSED TEAM SOLUTIONS                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------|-----------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                            | Cost            | Schedule | Community | Environment |                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Contract negotiation timetable                                                                                                             | ●               | ●        | ●         | ●           | <ul style="list-style-type: none"> <li>After selection, timely contract negotiation and execution will begin immediately with City and Halff project team</li> </ul>                                                                                                                                                                                                                                                       |
| Rapid growth in service area necessitating need for fast-track design and construction, with design to be completed within 12 months.      |                 | ●        | ●         |             | <ul style="list-style-type: none"> <li>Expedite project design schedule through use of effective Value Engineering process</li> <li>Assist City with potential temporary expansion solutions (i.e. temporary package plant)</li> <li>Work with City to re-rate existing plant to accommodate additional flow</li> <li>Discuss incentivization for contractor early completion, or early-out equipment purchases</li> </ul> |
| City may desire changes in current equipment operation                                                                                     |                 |          |           | ●           | <ul style="list-style-type: none"> <li>Halff team will review City's need for equipment redundancy</li> <li>Provide for effective operator training, startup and manufacturer field services</li> </ul>                                                                                                                                                                                                                    |
| Current facility layout challenges to plan and design additional capacity                                                                  | ●               | ●        |           |             | <ul style="list-style-type: none"> <li>The Halff team has prepared alternatives that will meet the projected service area demands while working with expected funding limitations</li> </ul>                                                                                                                                                                                                                               |
| Consider inflationary impacts of current construction market. Project sequencing and costs may not match the City's cash flow availability | ●               | ●        |           |             | <ul style="list-style-type: none"> <li>Provide accurate Opinions of Probable Construction Costs with 30%, 60%, and 90% submittals</li> <li>Halff team will structure project to match anticipated Funding Plan</li> <li>Consider Capacity Sales to better gauge timing and funding of ultimate plant capacity</li> </ul>                                                                                                   |
| Low contractor interest due to local market being at capacity                                                                              | ●               | ●        |           |             | <ul style="list-style-type: none"> <li>Provide proactive outreach to qualified contractors to increase project awareness</li> </ul>                                                                                                                                                                                                                                                                                        |
| Meet Future Nutrient Regulations                                                                                                           | ●               |          | ●         | ●           | <ul style="list-style-type: none"> <li>Plan for and reserve space on the project site for additional tankage for future AWT expansion</li> </ul>                                                                                                                                                                                                                                                                           |

FIGURE 1



|                                                                                                       |                                                                                       |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|                  |  |
| CITY OF MOUNT DORA, FLORIDA<br>JAMES P. SNELL SUB-REGIONAL<br>WASTEWATER TREATMENT PLANT<br>EXPANSION |                                                                                       |
| OPTION 1 - HEADWORKS AND<br>GRIT REMOVAL PLAN                                                         |                                                                                       |
| JUNE 5, 2024                                                                                          |                                                                                       |
| FIGURE 1                                                                                              |                                                                                       |
| JOB NO. P57862.001                                                                                    |                                                                                       |

FIGURE 2

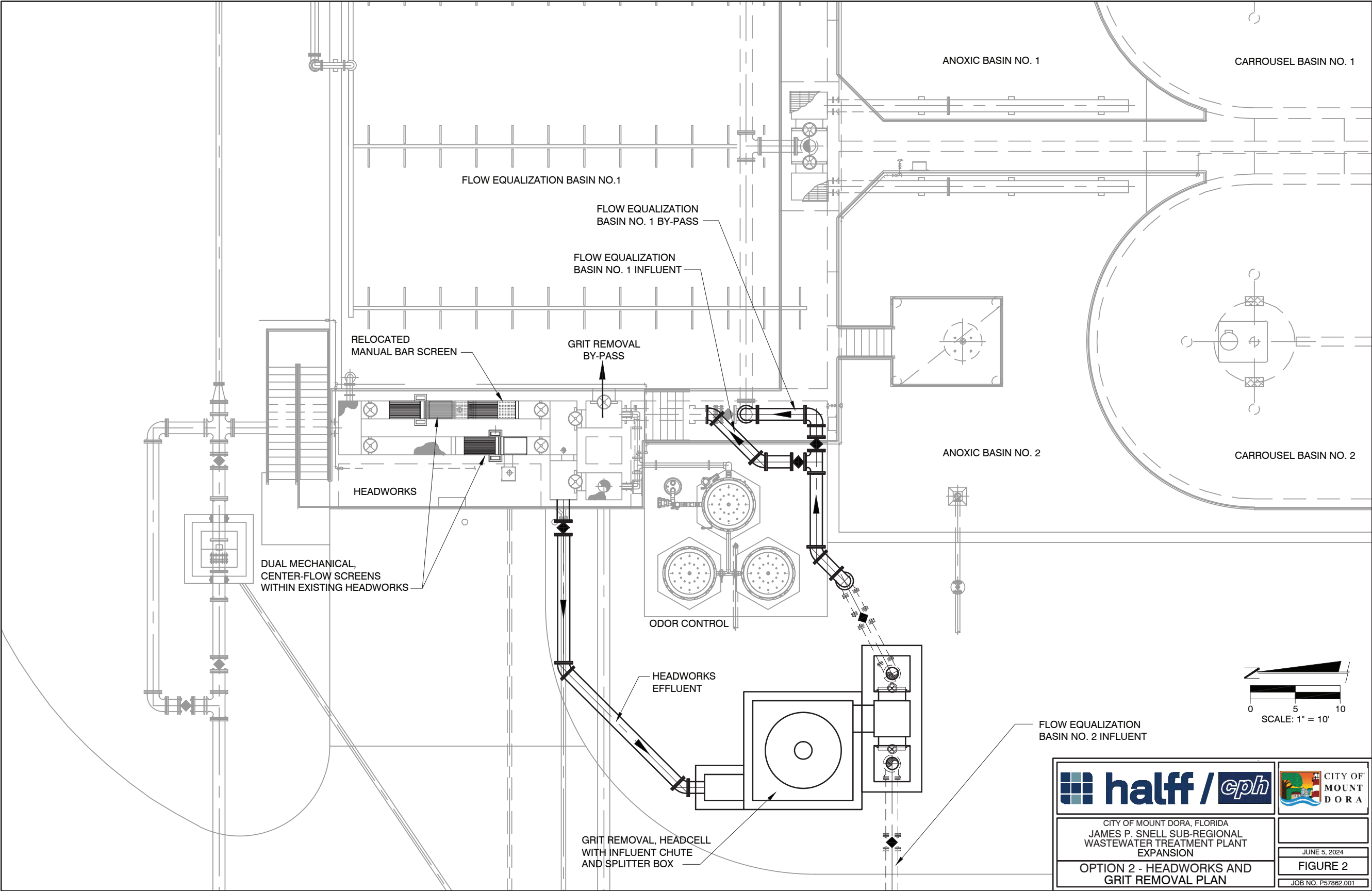


FIGURE 3

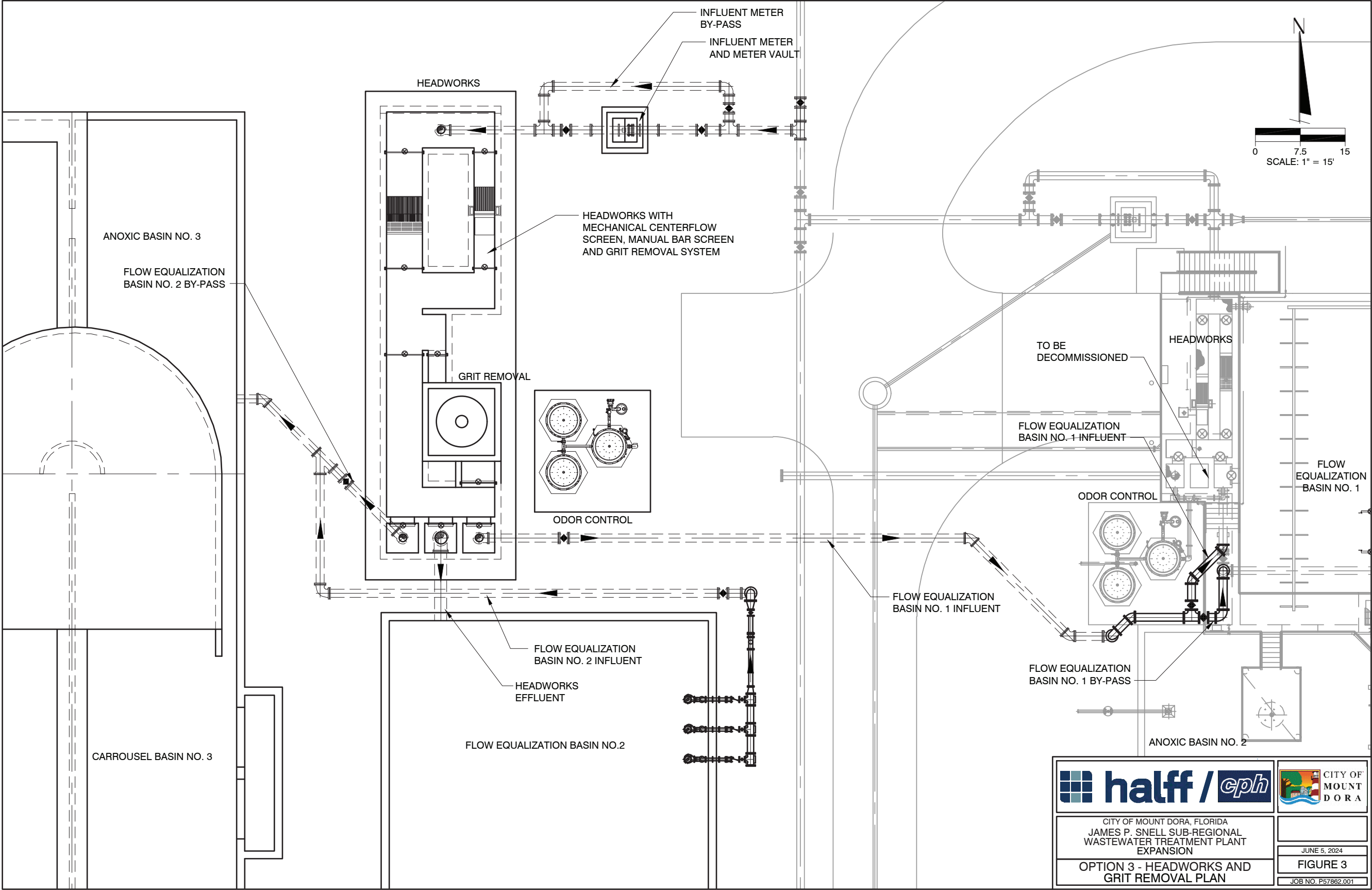




FIGURE 4

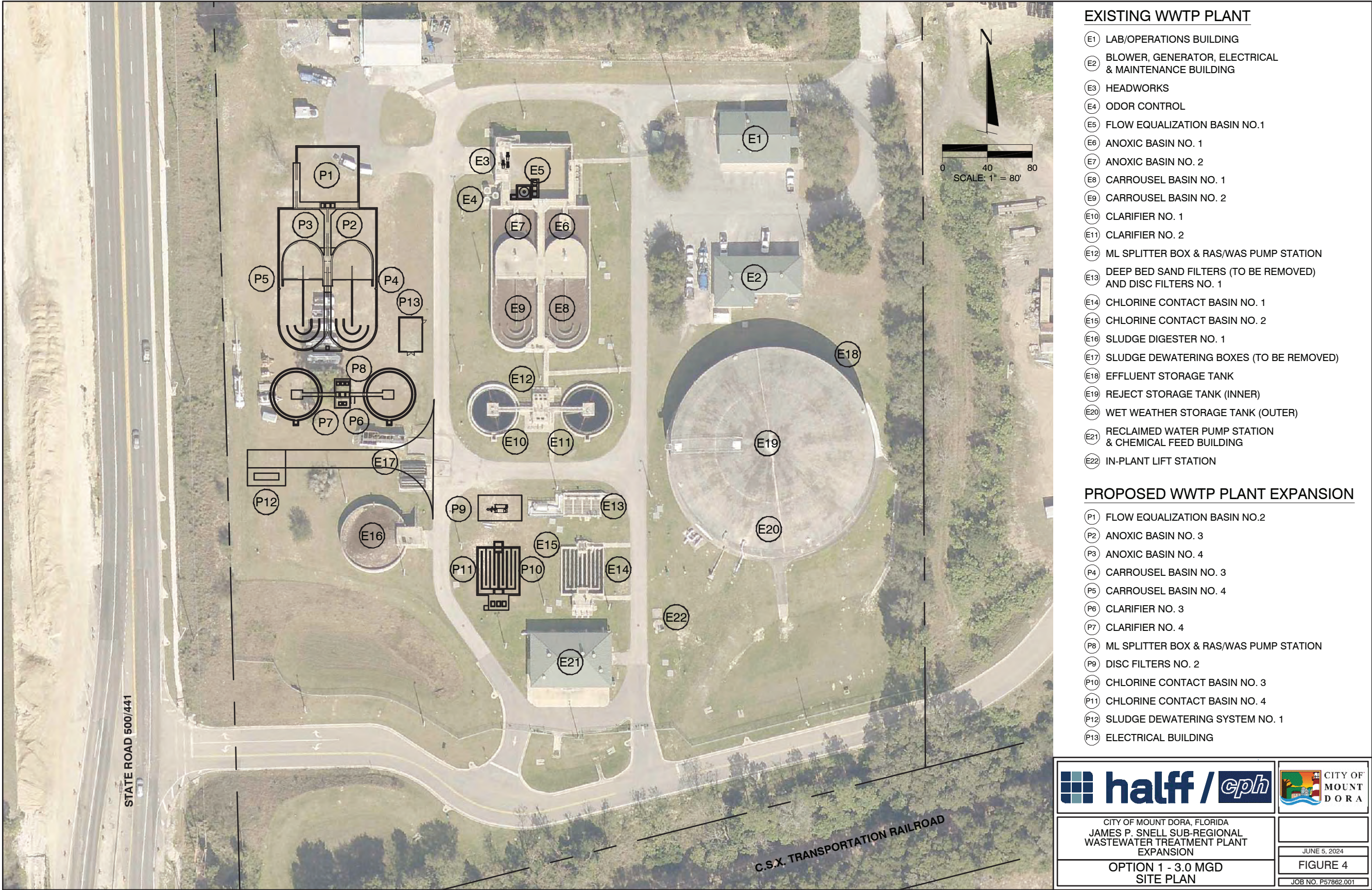




FIGURE 5

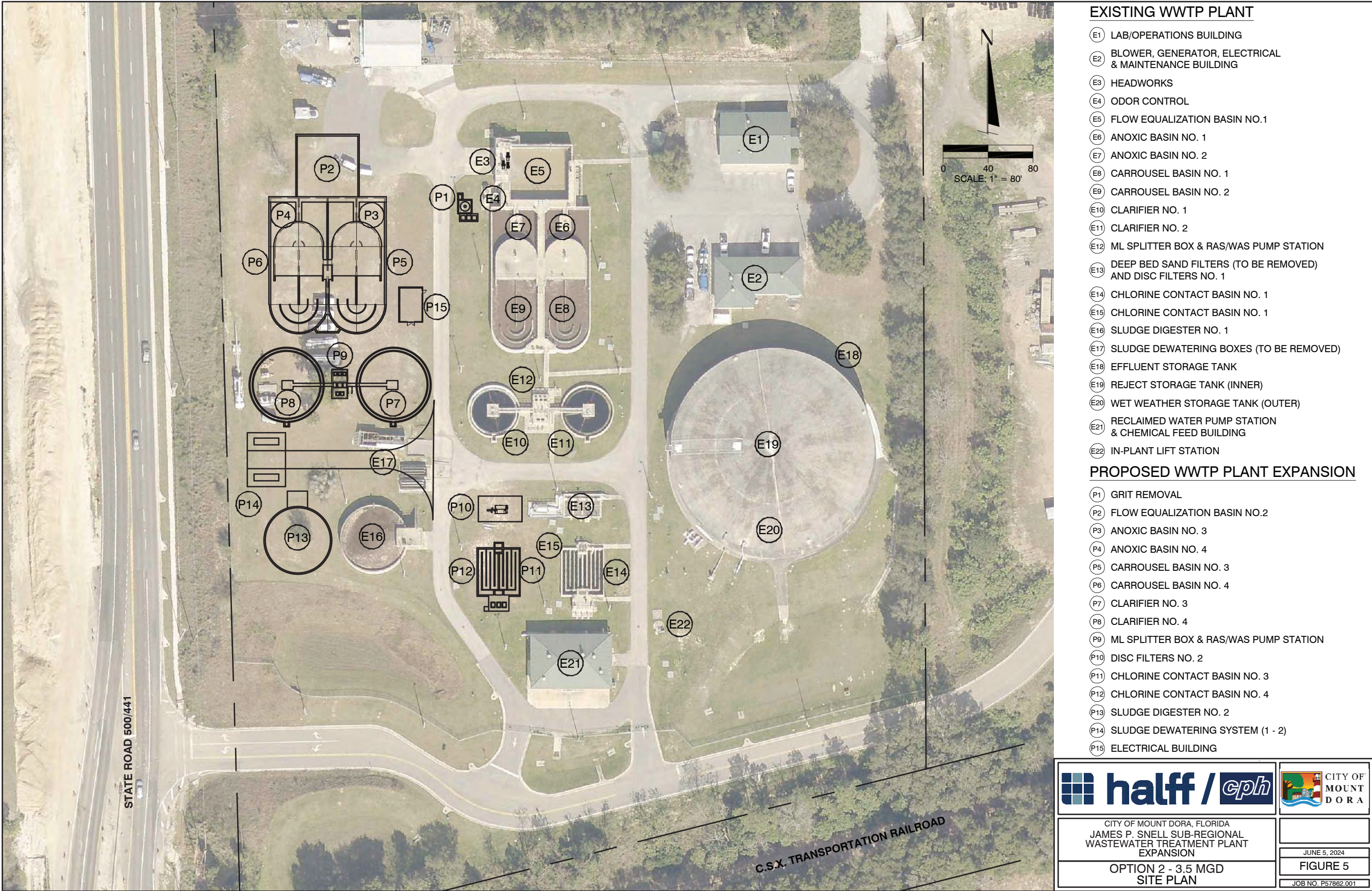




FIGURE 6

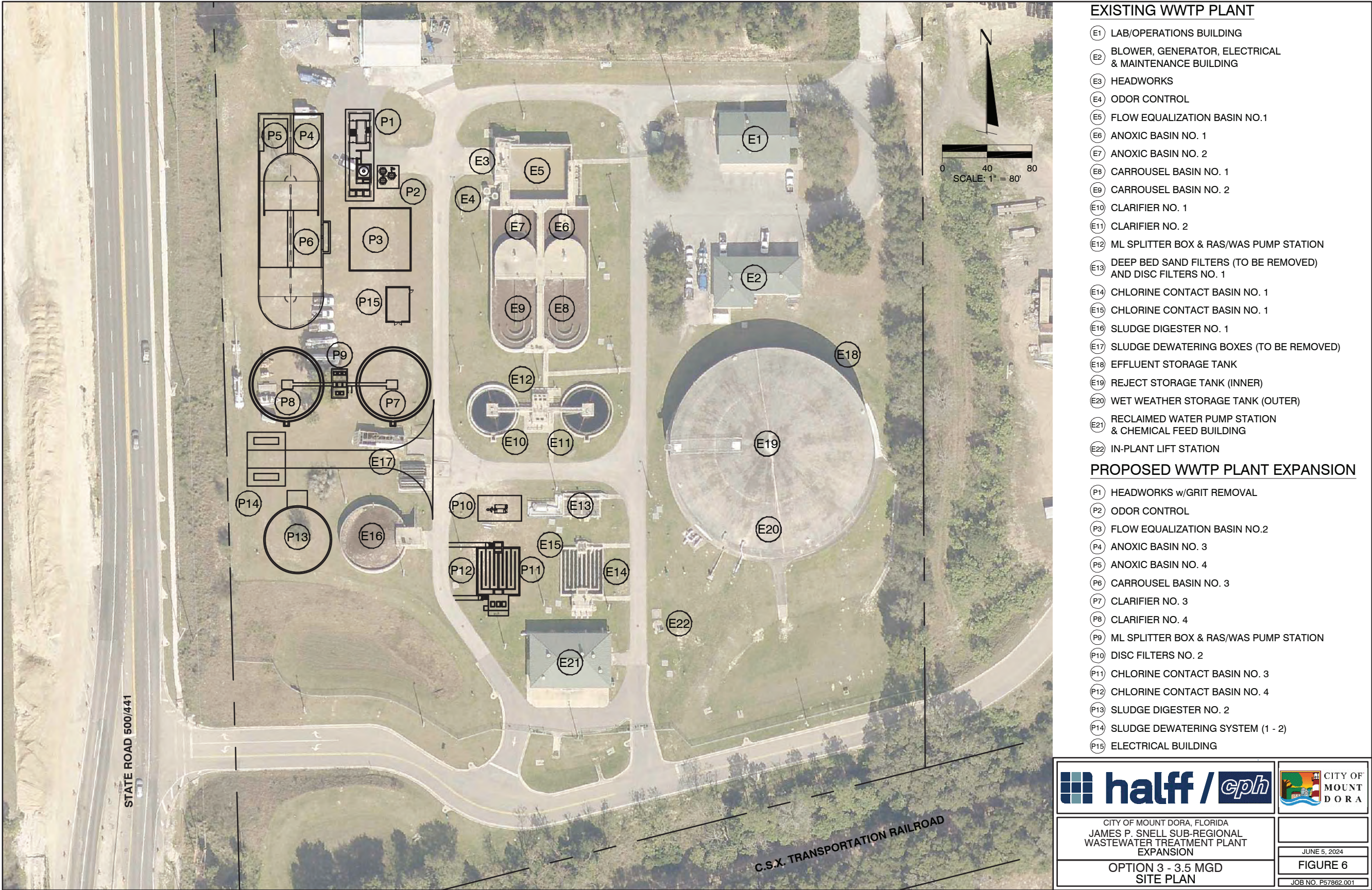
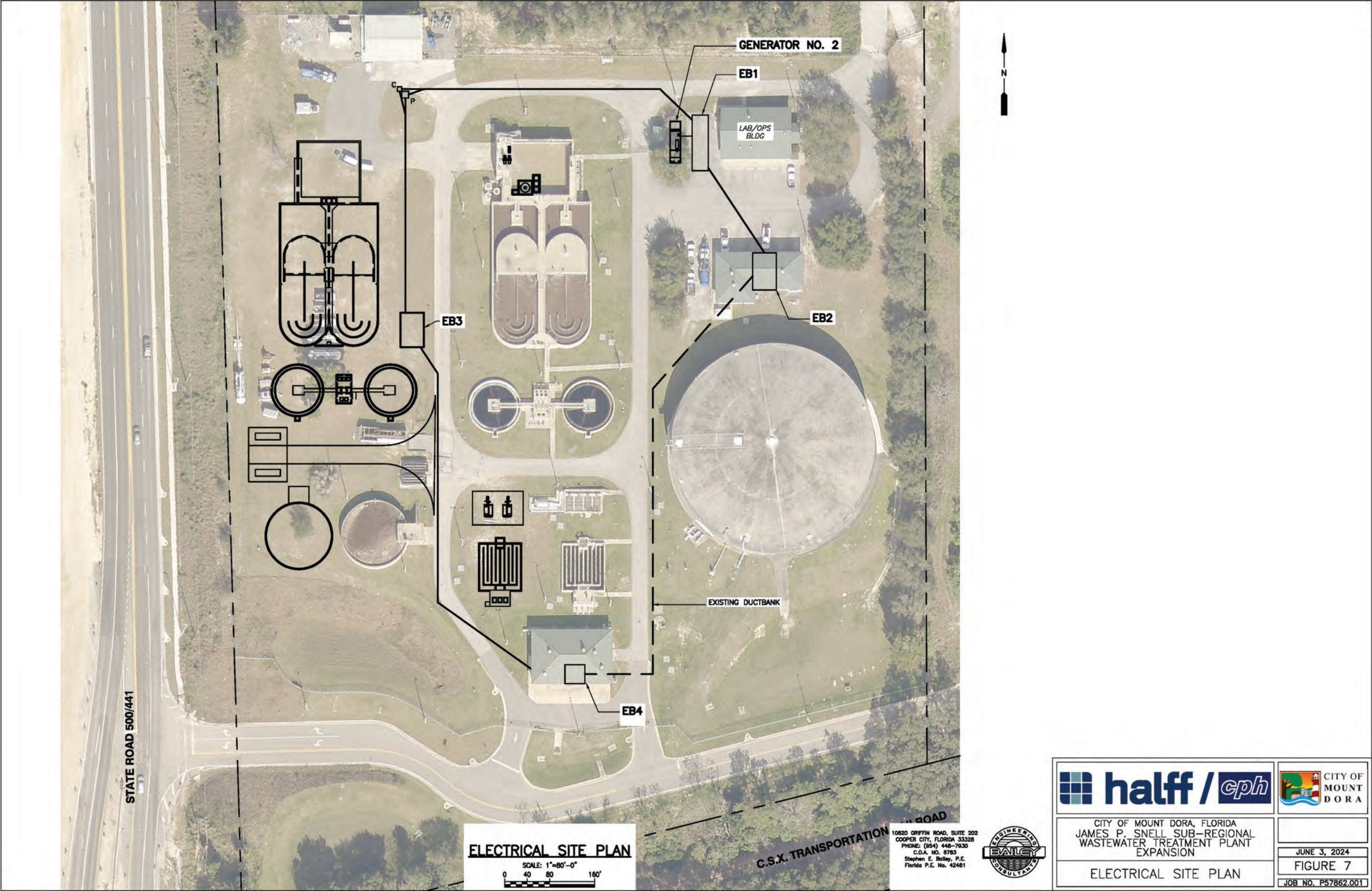




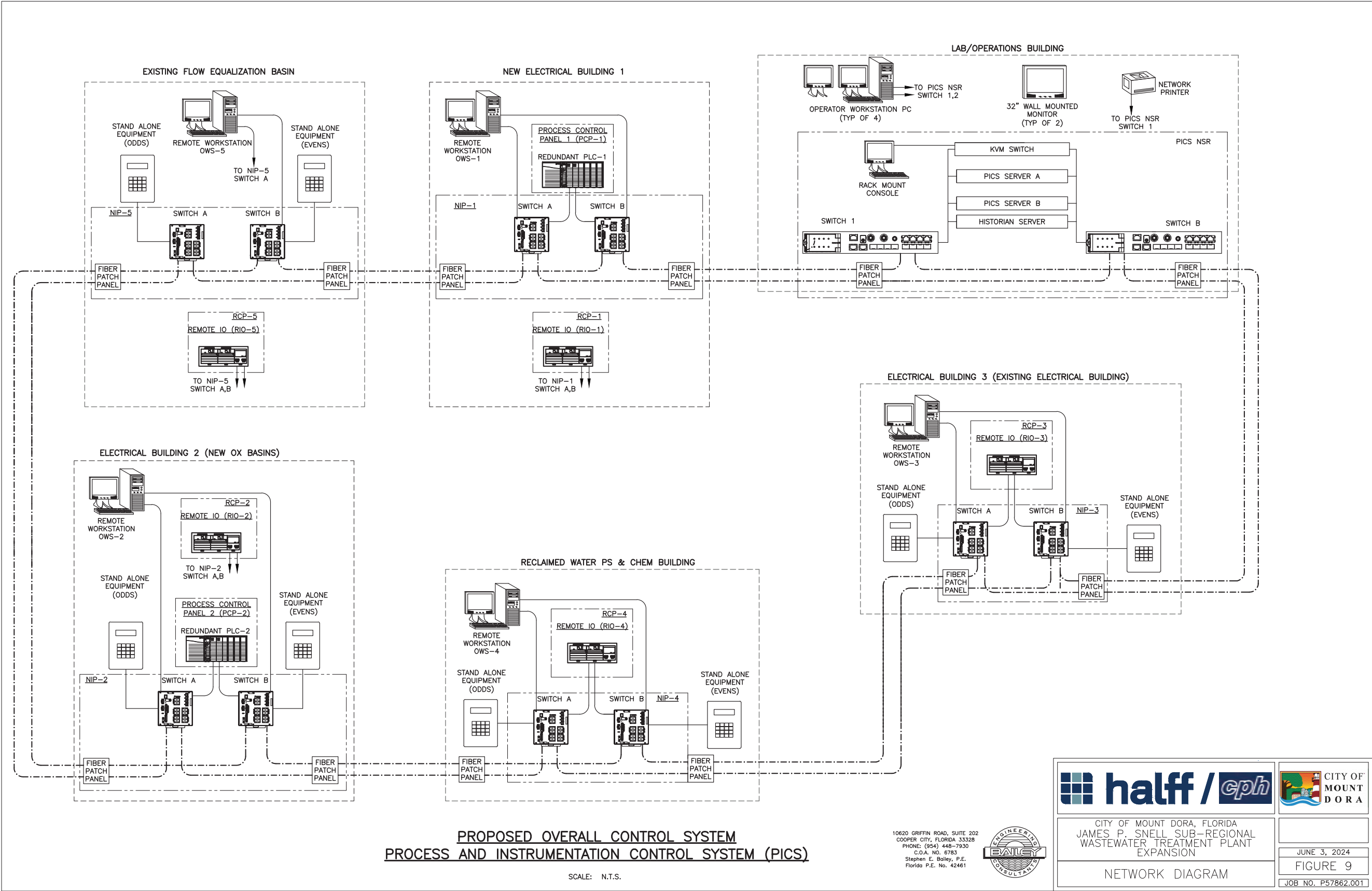
FIGURE 7





[illegible]

FIGURE 9





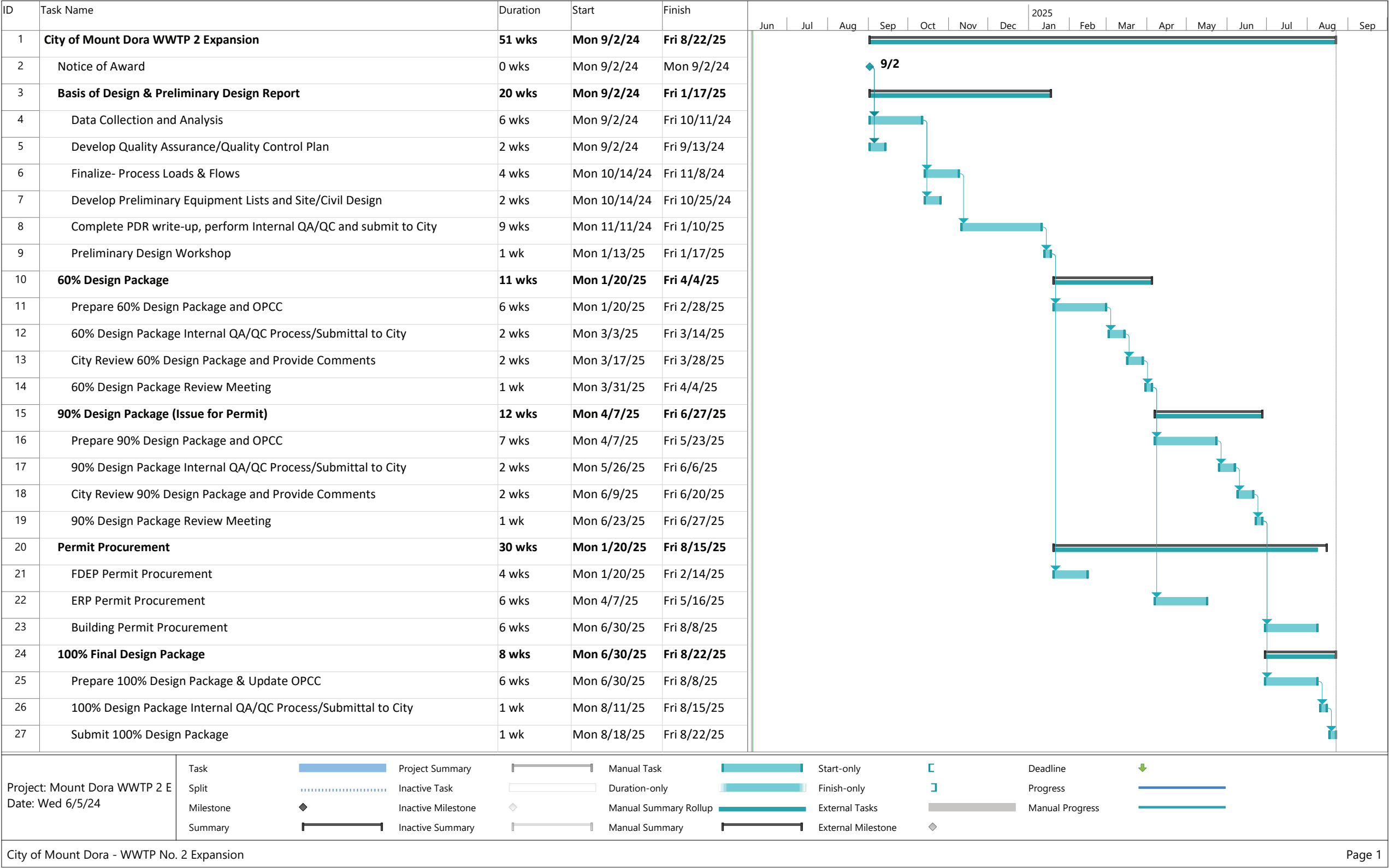
## V. Implementation Schedule

### PROJECT SCHEDULE

Due to rapid growth within the City's service area, the proposed expansion needs to be completed in a timely manner. The RFQ calls for a production of a Preliminary Design Report within 7 months from Notice to Proceed (NTP). The Halff team feels that we can commit to a design and permitting schedule of under 12 months. Based upon our experience, this project schedule is very achievable.

The Halff team's prior experience with expedited project delivery as the utility engineer for The Villages proves that our team can meet the City's schedule expectations. It is anticipated that project construction will require approximately 24 months to complete once a contractor is issued a Notice to Proceed.

Halff's proposed project schedule expedites the design of facility improvements, and incorporates time saving procurement and construction practices, such as owner-direct purchase of long- lead equipment and pre-stressed concrete construction for the proposed tankage, along with other such time-saving proposals.







## VI. Staffing Plans and Resumes

### PROJECT LEADERSHIP TEAM ROLES

**Project Manager, Troy Mitchell, PE, will be the City's primary point of contact.** Troy is a highly experienced wastewater facility designer who focuses on providing cost-effective project solutions while working collaboratively with our clients. Troy will be ultimately responsible for leading the project team through all stages of design and permitting of the facility expansion, confirming that the project is completed on time and within budget.

Troy will work with the Halff team to make certain that the expanded facility meets permit requirements, and that expectations of the City are met or exceeded. Troy will utilize his more than 29 years of wastewater treatment plant design experience to confirm that the City of Mount Dora is provided with the talented professionals needed to complete this engagement.

**Rob Ern, PE, DBIA, will serve as Principal-in-Charge** for this project, and will work with Troy to direct the team and act as a resource to the City. Rob has been engaged in the design of public infrastructure for nearly 30 years, nearly all of which is located in Central Florida. Rob's duties include oversight of project strategy, alignment with client expectations, and management of team resource distribution.

Rob has historical familiarity with at this WWTP and the City's other utility assets. Working alongside previous administrations of Mount Dora, Rob will be a critical resource for the City's newer staff in helping to provide efficiencies for implementing a design that meets the City's requirements for operating with a uniform process train.

**John Toomey, PE, and Dave Refling, PE, BCEE, will share duties for wastewater process design.** With a combined 92 years of wastewater process design experience, John and Dave will coordinate closely with Troy and other project team leaders to make certain that all available project design options are explored, in order to confirm an efficient and cost-effective design.

John and David have worked together to produce water reclamation facility designs across Central Florida and beyond. **It is important to note that John's previous experience as the Engineer-of-Record for the City of Mount Dora WWTP2 means that the team will hit the ground running, without a time-consuming learning curve.**

**Stephen Bailey, PE, of Bailey Engineering Consultants** will lead the electrical and I&C design for the WWTP. Steve will leverage his nearly 40 years of water and wastewater treatment plant design experience to make certain that the City's facility meets all applicable design standards. Steve's familiarity with the City's design needs, gained while designing the City's WTP #2 and the upgrades to the City's WWTP #1, will prove to be invaluable to driving an efficient and timely project delivery.

**Ray Jones, PE, and Andreyev Engineering** will lend their extensive experience of providing geotechnical engineering and hydrogeologic modeling to the team. Ray is also familiar with the project and the project site, having worked on the conversion of the sprayfield to RIB's recently. Ray has also been involved with other City projects, including WTP #2 and the Downtown Streetscape projects.

For Quality Control, Halff's **Bill Dorman, PE, and Scott Breitenstein, PE, of CPH**, will share this important responsibility throughout the project. Each has wastewater treatment plant experience, Bill with 45 years and Scott 30 years. Bill and Scott will also serve as Technical Advisors to the team during the Design Phase.

In addition to Halff's internal Value Engineering team members **Rocco Nasso** and **Mike Marlar**, Halff has added **Mark Kelly**, formerly of Garney Construction to the team to assist with Value Engineering from the contractors standpoint. As an industry expert of nearly 40 years, Mark is responsible for building the original WWTP2 and will contribute his valuable insight throughout the project.

## ADDITIONAL TEAM MEMBERS

- **Brett Tobias, PE:** Brett will lead the efforts of site design and permitting, bringing his 20 years of experience with grading, drainage, and site layout, as well as his experience working within the City of Mount Dora, to the team.
- **Wes Barrow, PE:** As Halff's in-house drainage expert, Wes will assist the team with stormwater system design and permitting, working with the FDEP Stormwater division to obtain the needed Environmental Resource Permit for the plant site.
- **Jose M. Ortiz, MCE, PE, SE:** Jose will lead the structural design team for the project, providing design drawings and calculations for all proposed structures, such as the new headworks, oxidation ditch, clarifiers, and other proposed plant structures.
- **Eduardo Aviles, PE:** Eduardo will assist Jose with the design and permitting of the proposed structures for the plant expansion.
- **Christopher DeWaal, PE, LEED AP:** Christopher will lead the design team efforts for mechanical, electrical and plumbing (MEP) systems associated with the plant expansion for any new building structures.
- **Jeffrey A. Deal, PE:** Jeffrey will provide backup to Christopher for the facility's MEP components design.
- **Brad Bubnitz, EI:** Brad will assist Brett with site design, including all roadway elements, stormwater elements and associated site design portions of the project.
- **Brook Sherrard, AIA, NCARB:** Brook will lead the architectural team's efforts on the design of vertical structures, such as those to house electrical and dewatering equipment necessary for the expansion of the plant.
- **Sidney West II, AIA, NCARB:** Sidney will provide architectural support to Jose, assisting the team with design and permitting of buildings associated with the expansion.
- **Martin Steffen, PLA:** Martin will serve as the lead landscape architect for the project, verifying that the final site meets all applicable City of Mount Dora landscape and irrigation codes.
- **Suzanne Osborne, PSM:** Suzanne will lead the surveying efforts to document, via GPS, the current site conditions and layouts and map underground utilities that serve the WWTP for insertion into the project plans.
- **Drew Sanders:** Drew will lead the environmental team with providing an environmental site assessment for currently undeveloped areas, verifying that all new construction has no adverse environmental impacts.
- **Jay Libo-On, EI:** Jay will act as Steve's lead electrical designer, producing clear and concise drawings to illustrate the improvements needed at the facility.
- **John Riggs:** As the regularly scheduled construction observer, John will make frequent visits to the site during construction to verify that all activities comply with the approved plans and specifications.
- **Joshua Llamas, EI:** Josh will assist John with conducting on-site observations of construction progress, while witnessing testing on behalf of the team.
- **Lisa King, GPC:** Lisa will assist the project team, and the City, with any funding needs associated with the project, helping the City to provide funding assistance and grant/loan administration for the plant expansion.
- **Mark Kelly:** Mark Kelly, formerly of Garney Construction will assist with Value Engineering from the contractors standpoint. As an industry expert of nearly 40 years, Mark is responsible for building the original WWTP2 and will contribute his valuable insight throughout the project.
- **Dave Hunniford:** Dave will bring his extensive background in both odor control, and corrosion controls, to the plant design, providing input on odor control systems for the plant headworks, and possibly equalization basins, to verify the design considers odors and their effects on neighboring properties.
- **Chris Williams:** Chris will serve as the lead AutoCAD designer on the project, bringing his 35 plus years of Wastewater Plant design experience to the team. Chris will lead the plans production efforts for the half team.
- **Ron Griffor:** Ron will provide AutoCAD drafting support to the team, assisting with plans production.

## RESUMES



### ROLE

Project Manager /  
Wastewater Treatment  
Plant/Hydraulics

### LOCATION

Tavares, FL

### EXPERIENCE

29 Years

### EDUCATION

BS, Environmental  
Engineering, University of  
Central Florida

### REGISTRATION

Professional Engineer:  
Florida No. 60190

### CERTIFICATIONS

Qualified Stormwater  
Management Inspector:  
No. 29647

## Troy Mitchell, PE

As the Project Manager, Troy will oversee all aspects of the WWTP expansion. Troy has many years of experience working for Mount Dora, he has the knowledge and experience to manage this talented group of individuals. He provides the team with strong leadership qualities and a thorough understanding of the design and permitting of wastewater treatment plants. Troy is a veteran utility engineer with 29 years of experience in various utility and site-related projects. Troy's project portfolio includes the design of water treatment plants, wastewater treatment plants (WWTP), water booster pump stations, sewage pump stations, collection, transmission and distribution systems. His project engineering experience encompasses preliminary and final design, value engineering, cost estimating, specification writing and bidding. He participates in quality control to verify compliance with local and state regulations, and coordinates with other related disciplines such as planning, electrical, structural, geotechnical, and architectural.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Gibson Place Utilities Water Treatment Plant No. 2, The Villages, FL.**

Project Manager for this project that involved a new 5 mgd, MDD water treatment plant. The water treatment plant consists of two lower Floridan wells, packed tower aeration with sulfuric acid for pH adjustment, odor control, transfer pumping, sodium hypochlorite disinfection, a prestressed ground storage tank, and high service pumping facilities. The project also includes standby power, pump building, electrical, SCADA, and controls. Halff provided design, permitting, and construction administration services.

#### **North Sumter Utility Company Wastewater Treatment Facility, The Villages, FL.**

Engineer for this project that involved the final design, preparation of construction plans, permitting, and construction management for a new 1.50 mgd wastewater treatment plant and subsequent expansion to 2.8 mgd. Work also included master planning all facilities and components for expansion to ultimate flow.

#### **Hillsborough Northwest Water Reclamation Facility Headworks, Hillsborough County, FL.**

Engineer of Record for this project where Halff provided hydraulic calculations for flows to confirm capacity, coordinated the design with the structural sub-consultant, electrical engineer and construction lead, provided construction inspection services, and prepared an Operations and Maintenance (O&M) manual.

#### **Sanitary Sewer System Hydraulic Analysis, Groveland, FL.**

Troy was the Engineer responsible for creating a hydraulic model of the City's sanitary sewer force main system to assess areas of system with lift station pumping and operational deficiencies, as well as providing solution alternatives to improve the system's operation capabilities. The project also included determining operational standards and system upgrades to hydraulically balance the system with multiple lift stations in operation. This project was performed under budget and ahead of schedule.



**ROLE**

Principal-in-Charge

**LOCATION**

Tavares, FL

**EXPERIENCE**

29 Years

**EDUCATION**BS, Civil Engineering,  
University of Central Florida**REGISTRATIONS**Professional Engineer:  
Florida No. 54013**CERTIFICATIONS**Qualified Stormwater  
Management Inspector:  
No. 29648  
DBIA No. D-413**Rob Ern, PE, DBIA**

Rob will serve as Principal-in-Charge for this project, and will work with Troy to direct the team and act as a resource to the City. Rob has been engaged in the design of public infrastructure for nearly 30 years, nearly all of which is located in Central Florida. He has more than 29 years of wastewater engineering experience. His experience includes civil engineering project management and has applied his knowledge to a variety of utility related projects as well as all aspects and phases of design – from preliminary to final. His project portfolio includes the design and permitting of wastewater treatment plants, water treatment plants, sewage pump stations, water booster pump stations, collection, transmission and distribution systems, as well as master planning of utility facilities and impact fee studies. Additionally, he also assists clients with funding utility projects through the State Revolving Fund Program. As the City Utility Engineer for multiple municipalities, he has created Utility Design Standards and Land Development Regulations. Rob is also thoroughly knowledgeable regarding development applications on behalf of his municipal clients to verify compatibility with current codes and regulations.

**REPRESENTATIVE PROJECT EXPERIENCE****Gibson Place Utility Wastewater Treatment Plant, The Villages, FL.**

Principal-in-Charge for this project that includes design, permitting, and construction administration services for a new 2.0 mgd wastewater treatment plant to serve The Villages. The project is being initially constructed as a 2.0 mgd facility with capabilities for expansion to 4.0 mgd to accommodate anticipated future growth in the service area. This is a fast-tracked project due to the rapid pace of development in the service area.

**Woodlea Road Water Reclamation Facility Expansion, Tavares, FL.**

Project Manager for this project that involved the expansion of an existing facility from 1.0 mgd to 3.0 mgd, with an upgrade to tertiary treatment to supply reclaimed water. Halff provided design, permitting, and the construction administration services. The project also required the removal of the 0.75 mgd Caroline Street WWTP from service. The facility was replaced with a pump station to convey all raw wastewater to the newly expanded Woodlea Road facility.

**Hillsborough Northwest Water Reclamation Facility Headworks, Hillsborough County, FL.**

Project Manager for this project where Halff provided hydraulic calculations for flows to confirm capacity, coordinated the design with the structural sub-consultant, electrical engineer and construction lead, provided construction inspection services, and prepared an Operations and Maintenance (O&M) manual.

**Eastern Service Area Water Treatment Plant, Mount Dora, FL.**

Principal-in-Charge responsible for assisting with the new 4.0 mgd water treatment plant with an ultimate capacity of 7.00 mgd. Treatment includes iron sequestration, aeration, and disinfection. Plant also includes ground storage and variable frequency drive (VFD) controlled high service pumping. Halff also provided the construction management of three miles of 16-inch capital water line.



### ROLE

Process Design and  
Optimization

### LOCATION

Orlando, FL

### EXPERIENCE

44 years

### EDUCATION

BS, Environmental  
Engineering, University of  
Central Florida

### REGISTRATION

Professional Engineer:  
Florida No. 40264



## John Toomey, PE

John has more than 40 years of engineering experience in planning, design, and construction administration of various water and wastewater projects. **As the original Engineer of Record (EOR) on this Mount Dora WWTP, John is extremely familiar with all of the details that will matter in this important expansion project.** He served as the water/wastewater discipline leader for Tetra Tech's IEW unit for many year providing technical oversight; staff recruitment, evaluation, and mentoring; workload assessment and balancing; business development and proposal development; and detailed technical involvement on selected projects. Currently, John is employed by CPH where he primarily serves as an embedded consultant for the Toho Water Authority. In this role he provides a variety of services such as process troubleshooting and optimization, condition assessments and R/R planning, value engineering, and technical reviews.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Minneola Water Reclamation Facility Rerating, Minneola, FL.**

A detailed analysis of flows, influent characteristics, and plant performance in conjunction with a computer modeling effort in order increase the permitted capacity of a 1.0 mgd BNR facility to 1.2 mgd with only minor improvements. Services also involve consulting with regard to facility expansion and space planning.

#### **Northwest Regional Water Reclamation Facility Rerating, Hillsborough County, FL.**

A detailed analysis of flows, influent characteristics, and plant performance in conjunction with a computer modeling effort in order increase the permitted capacity of a 10 mgd BNR facility to 12 mgd with only minor improvements.

#### **Harmony Water Reclamation Facility Interim Rerating, Harmony, FL.**

A detailed analysis of flows, influent characteristics, and plant performance in conjunction with a computer modeling effort in order increase the permitted capacity of a 0.50 mgd BNR facility to 0.75 mgd with only minor improvements.

#### **St. Cloud Southside Water Reclamation Facility Rerating, St. Cloud, FL.**

A detailed analysis of flows, influent characteristics, and plant performance in conjunction with a computer modeling effort in order increase the permitted capacity of a 6.0 mgd BNR facility to 7.6 mgd with no physical improvements.

#### **Northwest Regional Water Reclamation Facility Expansion, Hillsborough County, FL.**

Process analysis and preliminary design in conjunction with a computer modeling effort in order increase design and permitted capacities from 12 mgd to 30 mgd. Continued detailed design oversight on design-build phase of \$200M facility expansion.



### ROLE

Process Design and  
Optimization

### LOCATION

Orlando, FL

### EXPERIENCE

48 years

### EDUCATION

BS, Environmental  
Engineering, Johns Hopkins  
University

### REGISTRATION

Professional Engineer:  
Florida No. 31107



## Dave Refling, PE, BCEE

Dave serves CPH as a Project Manager/Project Designer. His qualifications include extensive experience in the planning, design, and management of water, wastewater, and water reclamation/reuse systems. Dave's broad knowledge covers water and wastewater treatment, distribution, and collection systems, effluent reuse and disposal, biosolids management, facility master planning, and water quality. He has special knowledge in water reclamation process design, including advanced treatment, biological nutrient removal (BNR), and membrane bioreactor (MBR) systems. He has co-authored more than 25 articles on innovative treatment systems involving BNR, MBR, and water reclamation/reuse.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **City of Orlando WRF's, BNR/AWT Improvements, Orlando, FL.**

Provided services for the City of Orlando's Iron Bridge WRF (40.0 mgd AADF) and Water Conserv II WRF (25 mgd) facilities. For Iron Bridge WRF the projects included anoxic basin mixing improvements and upgrade/expansion. The anoxic system included improvements to the primary and secondary anoxic basins of the four Bardenpho BNR trains. The upgrade and expansion included acting as Engineer of Record for the detailed evaluation of each unit process, preparation of the preliminary design report, and FDEP permit application to rerate the existing 24-mgd ADF Bardenpho process to 40.0-mgd ADF, and for the implementation of major improvements and enhancements to the existing BNR AWT facility.

#### **Wildwood WRF BNR Improvements and Expansion, Wildwood, FL.**

CPH generated a detailed Conceptual Design Report (CDR) for the improvements required to maintain the existing WRF and develop a plan for the future wastewater and reclaimed water demand in the service area. Due to the knowledge base of the CPH Team, the CDR was completed in an expeditious manner, required due to the accelerated growth occurring within the City and local area. The CPH Team evaluated 42 potential nutrient removal technologies with respect to reducing the nutrient (TN and TP) in the reclaimed water. The CDR identified the recommended long-term nutrient removal system improvements required, short-term/interim improvements to the existing treatment facility, and a conceptual layout of the proposed improvements for a new 6.0 mgd WRF that was approved by City Staff and the City Commission.

#### **Volusia Southeast Regional Water Reclamation Facility Improvements, Volusia, FL.**

CPH was tasked with the design of a New Biological Nutrient Removal System as well as expansion from 0.60 AADF to 1.20 mgd AADF. The project included the following: 5-Stage Biological Nutrient Removal (BNR) process to meet AWT criteria and providing Class I reliability, future expansion capacity capabilities in the range of 2.5 to 3.0 mgd AADF, and New Septage Receiving Station designed to receive an estimated minimum of 60,000 GPD with capabilities of being expanded to receive 120,000 GPD.

**ROLE**

QA/QC Manager

**LOCATION**

Tavares, FL

**EXPERIENCE**

47 years

**EDUCATION**BS, Civil Engineering, Georgia  
Institute of Technology**REGISTRATION**Professional Engineer:  
Florida No. 87221

## Bill Dorman, PE

Bill, a senior project manager with Halff, has extensive experience in planning, design, construction, and operation of water and wastewater systems for both the public and private sectors. His experience includes working with public works and county sanitary engineering departments and with engineering consultants as a resident engineer, project engineer, operation consultant, and project manager.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Water, Wastewater, and Reclaimed Water Master Plan, Umatilla, FL.**

Project Engineer responsible for preparing both the Water and Wastewater Master Plans for the City as well as a systemwide hydraulic model of the City's water system. The master plans projected population growth, water demands, wastewater flows and loading with specific recommendations for required expansion to the City's water and wastewater infrastructure for 20 years. Halff also prepared the Water and Wastewater Impact Fee Studies to determine appropriate impact fees to promote the construction of the required capital facilities throughout the City.

#### **US Military Base Wastewater Treatment Plant, FL.**

Senior Project Manager responsible for the design of a 1.2 mgd ADF, 2.0 mgd Peak, WWTP to serve the base. The project is a design-build project and consists of the conversion of an existing activated sludge process WWTP to the SBR process. Tertiary filters are being added including a new pump station and chemical storage and feed systems. The plant will now be able to remove nitrogen biologically and phosphorus chemically. Flow equalization is being maintained and a new belt filter press dewatering facility is being added to dewater biosolids.

#### **Seven Springs Grit Removal Design, FGUA, FL.**

Engineer for the design of a new 2.0 mgd grit removal system. The existing grit removal system had exceeded its useful life and needed a capacity increase to meet current permitted WWTP capacity and peak flows. Halff provided the design of a new 2.0 mgd grit removal system that included new Pista Grit process equipment to replace the aged grit removal equipment.

#### **Gibson Place Utility Wastewater Treatment Plant, The Villages, FL.**

Task Leader responsible for writing the O&M manual for the 2.0 mgd wastewater treatment plant to serve The Villages. The project is being initially constructed as a 2.0 mgd facility with capabilities for expansion to 4.0 mgd to accommodate anticipated future growth in the service area. This is a fast-tracked project due to the rapid pace of development in the service area. The facility consists of fine screening, flow equalization, a modified Ludzack-Ettinger process consisting of anoxic zones in front of oxidation ditches, secondary clarification, disk filtration, chlorine gas disinfection, aerobic sludge holding, belt filter press dewatering, rapid infiltration basins, and reclaimed water ground storage tanks and high service pumping.



**ROLE**

Deputy Project Manager

**LOCATION**

Orlando, FL

**EXPERIENCE**

33 years

**EDUCATION**

BS, Environmental Engineering, University of Central Florida

**REGISTRATION**Professional Engineer:  
Florida No. 57402

## Scott Breitenstein, PE

Scott serves the firm as Branch Manager in CPH's Orlando office. Scott's work at CPH includes managing water and wastewater facility infrastructure design and permitting projects, master water/wastewater planning, reclaimed water storage and pumping facilities, water storage and booster stations, CUP permitting, treatment facility retrofits, and WWTF operating permits. Scott is responsible for directing and managing staff in all aspects of municipal engineering and utility projects and is responsible for directing other engineering disciplines, including stormwater, transportation, landscape architecture, architecture, structural, and sub-consultants for geotechnical, electrical, instrumentation and control. Additionally, Scott has developed 5-year capital improvement plans, assisted cities in obtaining project funding for tens of millions of dollars, including grants and low interest loans (FDEP SRF) for both water and wastewater projects. He has provided many other miscellaneous services that has helped clients meet their goals to finish projects in a timely and cost-conscious manner.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Wildwood WRF BNR Improvements and Expansion, Wildwood, FL.**

CPH created a detailed Conceptual Design Report (CDR) to maintain the existing WRF and plan for future wastewater and reclaimed water demand. Thanks to the team's expertise, the CDR was completed quickly to address the city's rapid growth. They evaluated 42 nutrient removal technologies to reduce TN and TP in reclaimed water. The CDR recommended long-term system improvements, short-term upgrades to the existing facility, and a conceptual layout for a new 8.0 mgd WRF, which was approved by City Staff and the City Commission.

#### **Volusia Southeast Regional Water Reclamation Facility Improvements, Volusia, FL.**

CPH was tasked with the design of a New Biological Nutrient Removal System as well as expansion from 0.60 AADF to 1.20 mgd AADF. The project included the following: 5-Stage Biological Nutrient Removal (BNR) process to meet AWT criteria and providing Class I reliability, future expansion capacity capabilities in the range of 2.5 to 3.0 mgd AADF, and New Septage Receiving Station designed to receive an estimated minimum of 60,000 GPD with capabilities of being expanded to receive 120,000 GPD.

#### **City of Largo Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build, Largo, FL.**

The main design objective was to reduce the nutrient concentrations in the facility's discharge to Feather Sound. Improvements at the facility included the following: Primary clarification system rehab and reconfiguration; conversion of three, 6.0-mgd treatment trains to BNR; new secondary clarification splitting system; rehabilitation of six secondary clarifiers; new filter feed pump station; rehab and reconfiguration of the deep-bed denite filters; CCC modifications; effluent pump station improvements; electrical, instrumentation, and control system improvements; and new facility buildings.

**ROLE**

Electrical Engineering/  
Instrumentation

**LOCATION**

Cooper City, FL

**EXPERIENCE**

40 years

**EDUCATION**

BS, Electrical Engineering,  
Georgia Institute of  
Technology

**REGISTRATION**

Professional Engineer:  
Florida No. 42461



## Stephen Bailey, PE

Steve has in-depth experience in designing electrical and SCADA control systems for water and wastewater treatment facilities, above and below ground distribution systems and industrial facilities. His project management responsibilities encompass preliminary and final design, cost estimating, and construction/start-up services. He participates on QA/QC teams to evaluate electrical systems' technical conformance to codes and adherence to a project's overall design scheme. Steve is familiar with NFPA codes and their adoption to water and wastewater system design.

Steve is experienced in 13KV installations and in complex electrical retrofits that require a keen understanding of the construction process. His experience involves electrical engineering for water treatment plants, wastewater treatment and disposal facilities, water reuse and irrigation systems, and instrumentation and control systems.

**REPRESENTATIVE PROJECT EXPERIENCE****GPU WTP #1, The Villages, FL.**

Electrical engineer responsible for providing electrical and instrumentation design associated with the new 4.9 mgd WTP including a pump building to house five vertical turbine can pumps, laboratory, and office; sulfuric acid pH adjustment system, gas chlorination equipment, four high-service pumps with VFDs, one jockey pump at 500 gpm with VFD; two wells at 2,000 gpm each with VFDs, 1.0 MG pre-stressed ground storage tank with natural draft aerator; and permanent standby generator in a sound attenuated enclosure with a base-mounted fuel tank.

**GPU WTP #2, The Villages, FL.**

Electrical engineer responsible for providing electrical design services for this new 5.0 mgd, MDD water treatment plant. The WTP consists of two Lower Floridan wells, packed tower aeration with sulfuric acid for pH adjustment, odor control, transfer pumping, sodium hypochlorite disinfection, a prestressed ground storage tank, and high-service pumping facilities. Project also includes standby power, pump building, electrical, SCADA, and controls.

**SSU WTP #1, The Villages, FL.**

Electrical engineer responsible for providing electrical design for this new 5.0 mgd, MDD water treatment plant. The WTP consists of two Lower Floridan wells, packed tower aeration with sulfuric acid for pH adjustment, odor control, transfer pumping, sodium hypochlorite disinfection, a 1.5 MG prestressed ground storage tank, high-service pumping facilities, standby power, pump building, electrical, and SCADA and controls.

**ROLE**

Electrical Engineering/  
Instrumentation

**LOCATION**

Cooper City, FL

**EXPERIENCE**

25 years

**EDUCATION**

BS, Electrical Engineering,  
Florida Atlantic University

**REGISTRATION**

Engineer Intern,  
Florida No. 1100006452



## Jay Libo-On, EI

Jay is an electrical engineer experienced in designing power systems for water and wastewater treatment facilities, above and below ground distribution systems and industrial facilities. His electrical designing responsibilities encompass all aspects of drawing production, as well as system design. Jay has worked at Bailey Engineering Consultants for 25 years and has a keen understanding of the water treatment plant design marketplace. He has been involved in the electrical system design on a variety of projects. His experience includes electrical designs for water treatment plants, water reclamation facilities and water reuse projects, and lighting projects.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Daytona Regional WWRF, Daytona Beach, FL.**

Electrical Engineer. Contracted to provide electrical and instrumentation design and general services during construction for the improvements at the WWRF. The WWRF is an advanced wastewater treatment facility permitted to treat 15 mgd at AADF. Our scope included electrical system improvements to accommodate the additional blowers and internal recycle pumps; new electrical building; instrumentation and controls; etc.

#### **WRF Improvements, Oviedo, FL.**

Electrical Engineer. Contracted to provide electrical and instrumentation design for the referenced project. Our scope of work included the following: sodium hypochlorite chemical feed skid, hypochlorite storage tank and residual monitoring; two RAS pumps with VFDs; permanent standby generator; RIBs recirculation lift station, automatic flow control modulating check valve and flow meter; and dewatering screw press.

#### **Waterbrooke Master Capitol Lift Station, Clermont, FL.**

Electrical Engineer. Contracted to provide electrical and instrumentation design for the referenced project. Our scope of work included the following:

1. Design associated with the proposed triplex lift station. The design was based on the installation of two pumps at 185-horsepower (HP) each and one jockey pump at 85 HP. All of the pumps were VFD driven with soft start bypass. The lift station was provided with pump bypass, contactors and PLC.
2. Design associated with the electrical system including but not limited to the utility meter, main disconnect, pump station control panel, VFD/SSS enclosures, and associated RTU.
3. Design associated with an automatic transfer switch and permanent standby generator with a weatherproof sound attenuated enclosure and base mounted diesel fuel tank.

**ROLE**

Odor Control Specialist

**EXPERIENCE**

38 Years

**EDUCATION**BS, Chemical Engineering, Georgia  
Institute of Technology**REGISTRATIONS**Professional Engineer: Florida No.  
43314**PATENTS**US Patents 4,911,843 (3/29/90) and  
RE37,181 (5/22/01):  
Process for Removal of Dissolved  
Hydrogen Sulfide and Reduction  
of Sewage BOD in Sewer or Other  
Waste Systems.US Patent 7,087,172 (8/8/06):  
Methods for Reducing Nitrate  
Demands in the Reduction of  
Dissolved and/or Atmospheric  
Sulfides in Wastewater.US Patents Des. 347,469 (5/31/94)  
and Des. 361,834 (8/29/95):  
Air Scrubber Unit for Use in  
Removal of Pollutants from the Air.**David Hunniford, PE**

Dave has over 38 years of experience in the field of water and wastewater odor, hydrogen sulfide-related corrosion, and trenchless pipeline engineering. His expertise includes solving various odor and corrosion issues in municipal water and wastewater systems, including collection, distribution, and treatment systems. He has performed and overseen the analysis and design of odor control solutions, operation, and maintenance of liquid and vapor phase odor control equipment and managed long-term system-wide odor control programs for municipalities nationwide.

**REPRESENTATIVE PROJECT EXPERIENCE****Collection System Odor & Corrosion Control Program, Manatee County, FL**

V&A assessed Manatee County's existing collection system odor control program across three collection system areas that collectively conveyed 24 MGD of wastewater via 700+ lift stations with the goal of further reducing master lift station hydrogen sulfide (H<sub>2</sub>S) to levels that would mitigate corrosion. Key recommendations involved implementing an additional liquid phase treatment approach to adjust wastewater pH. Provided ongoing technical oversight and program management for Countywide collection system enhanced H<sub>2</sub>S control aimed at reducing corrosion. Routine services include reviewing monthly reports and evaluating performance data for a \$5M annual program. The program received the FWEA Odor Control award for Environmental Stewardship in 2021.

**Mount Dora WWTP #2 DEP Odor Control Plan (OCP), Mount Dora, FL.**

V&A assisted with the development and evaluation of an odor control plan as part of a DEP consent order. Performed site visits and record document reviews in support of the OCP development. Further services may include additional site visits, data assessment, and technical assistance with report generation.

**Pasco County Shady Hills Wastewater Treatment Plant (PCSHWWTP) Headworks Replacement Assessment and Design, Shady Hills, FL**

V&A assessed the condition of the existing 14-year-old elevated concrete headworks structure and odor control system. V&A and County staff coordinated a temporary flow bypass of the 14 MGD headworks to enable visual assessment and video documentation of the entire influent header channel, four bar screen channels, two grit removal chambers, and outlet flow structure. Ultrasonic wall thickness testing was performed on influent piping and sulfide loading conditions were measured. V&A assessed the existing chemical odor control system and provided operational recommendations to reduce chemical and maintenance costs and improve overall performance.



**ROLE**

Structural Engineering

**LOCATION**

Orlando, FL

**EXPERIENCE**

26 years

**EDUCATION**ME, Structural Engineering,  
Cornell UniversityBS, Civil Engineering, Recinto  
Universitario de Mayaguez**REGISTRATION**Professional Engineer:  
Florida No. 67920**Jose Ortiz, MCE, PE, SE**

Jose has more than 26 years of experience in structural engineering design and project management. His experience encompasses projects of all types and complexities, including commercial/retail, hospitals, educational facilities, recreational facilities, hotels/resorts, parking structures, residential, and multi-story office buildings. The depth of his technical understanding of systems and codes allows him to work with architectural/engineering teams to deliver cost-effective structural solutions to meet project goals.

**REPRESENTATIVE PROJECT EXPERIENCE****City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build, Largo, FL.**

CPH and Kiewit Infrastructure South were awarded the design-build contract for BNR and facility improvements at the City of Largo's 18 mgd WRF (\$53 million). The main design objective was to reduce the nutrient concentrations in the facility's discharge to Feather Sound (Tampa Bay Nitrogen Management Consortium). Improvements at the facility included the following: Primary clarification system rehab and reconfiguration; conversion of three, 6.0-mgd treatment trains to BNR; new secondary clarification splitting system; rehabilitation of six secondary clarifiers; new filter feed pump station; rehab and reconfiguration of the deep-bed denite filters; CCC modifications; effluent pump station improvements; electrical, instrumentation, and control system improvements; and new facility buildings.

**Wildwood WRF BNR Improvements and Expansion, Wildwood, FL.**

CPH generated a detailed Conceptual Design Report (CDR) for the improvements required to maintain the existing WRF and develop a plan for the future wastewater and reclaimed water demand in the service area. Due to the knowledge base of the CPH Team, the CDR was completed in an expeditious manner, required due to the accelerated growth occurring within the City and local area. The CPH Team evaluated 42 potential nutrient removal technologies with respect to reducing the nutrient (TN and TP) in the reclaimed water. The CDR identified the recommended long-term nutrient removal system improvements required, short-term/interim improvements to the existing treatment facility, and a conceptual layout of the proposed improvements for a new 6.0 mgd WRF that was approved by City Staff and the City Commission.

**Volusia Southeast Regional Water Reclamation Facility Improvements, Volusia, FL.**

CPH was tasked with the design of a New Biological Nutrient Removal System as well as expansion from 0.60 AADF to 1.20 mgd AADF. The project included the following: 5-Stage Biological Nutrient Removal (BNR) process to meet AWT criteria and providing Class I reliability, future expansion capacity capabilities in the range of 2.5 to 3.0 mgd AADF, and New Septage Receiving Station designed to receive an estimated minimum of 60,000 GPD with capabilities of being expanded to receive 120,000 GPD.

**ROLE**

Structural Engineering

**LOCATION**

Orlando, FL

**EXPERIENCE**

9 years

**EDUCATION**MS, Structural Engineering,  
University of Puerto RicoBS, Civil Engineering,  
University of Puerto RicoBS, Land Surveying,  
University of Puerto Rico**REGISTRATION**Professional Engineer:  
Florida No. 85877**Eduardo Aviles, PE**

Eduardo serves as a CPH Structural Designer for the firm's work in the United States and Puerto Rico. He has experience in structural engineering, civil engineering, and land surveying.

**REPRESENTATIVE PROJECT EXPERIENCE****City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build, Largo, FL.**

CPH and Kiewit Infrastructure South were awarded the design-build contract for BNR and facility improvements at the City of Largo's 18 mgd WRF (\$53 million). The main design objective was to reduce the nutrient concentrations in the facility's discharge to Feather Sound (Tampa Bay Nitrogen Management Consortium). Improvements at the facility included the following: Primary clarification system rehab and reconfiguration; conversion of three, 6.0-mgd treatment trains to BNR; new secondary clarification splitting system; rehabilitation of six secondary clarifiers; new filter feed pump station; rehab and reconfiguration of the deep-bed denite filters; CCC modifications; effluent pump station improvements; electrical, instrumentation, and control system improvements; and new facility buildings.

**Wildwood WRF BNR Improvements and Expansion, Wildwood, FL.**

CPH generated a detailed Conceptual Design Report (CDR) for the improvements required to maintain the existing WRF and develop a plan for the future wastewater and reclaimed water demand in the service area. Due to the knowledge base of the CPH Team, the CDR was completed in an expeditious manner, required due to the accelerated growth occurring within the City and local area. The CPH Team evaluated 42 potential nutrient removal technologies with respect to reducing the nutrient (TN and TP) in the reclaimed water. The CDR identified the recommended long-term nutrient removal system improvements required, short-term/interim improvements to the existing treatment facility, and a conceptual layout of the proposed improvements for a new 6.0 mgd WRF that was approved by City Staff and the City Commission.

**Volusia Southeast Regional Water Reclamation Facility Improvements, Volusia, FL.**

CPH was tasked with the design of a New Biological Nutrient Removal System as well as expansion from 0.60 AADF to 1.20 mgd AADF. The project included the following: 5-Stage Biological Nutrient Removal (BNR) process to meet AWT criteria and providing Class I reliability, future expansion capacity capabilities in the range of 2.5 to 3.0 mgd AADF, and New Septage Receiving Station designed to receive an estimated minimum of 60,000 GPD with capabilities of being expanded to receive 120,000 GPD.

**ROLE**

Value Engineering

**LOCATION**

North Little Rock, AR

**EXPERIENCE**

40 Years

**EDUCATION**MS, Civil Engineering,  
University of ArkansasBS, Civil Engineering,  
University of Arkansas**REGISTRATION**

Professional Engineer:

Arkansas No. 6907

Texas No. 139284

Montana No. 2018003130

PLS, Arkansas, No. 1240

**Michael Marlar, PE, PLS, CFM**

Mike has four decades of professional experience that includes the design and construction of major water systems, distribution, master planning, treatment, water supply, wastewater systems, treatment plants and pipeline projects, land developments, land surveying, storm drainage systems and flood plain management, fuel systems, road and street improvement projects, and park and recreation projects.

**REPRESENTATIVE PROJECT EXPERIENCE****Runyan Sewer Improvement District #211, Wastewater System Improvements, Sherwood, AR.**

Project Manager responsible for the sewer treatment and collection system rehabilitation. This project consisted of sewer treatment and collection system rehabilitation. Treatment improvements included rehabilitation of existing lagoon levees, regrading levees and erosion control measures, as well as construction of post aeration facility to increase dissolved oxygen levels.

**City of Bull Shoals, Wastewater System Improvements, Bull Shoals Treatment Plant Improvement and Collection Rehabilitation 16 Pump Stations, Bull Shoals, AR.**

Project Manager responsible for assisting the City in acquiring funding, preliminary and final design, bid letting and construction engineering for a \$9 million wastewater treatment plant and collection system rehabilitation. The new treatment plant treats 500,000 gallons per day of wastewater and includes mechanical screening, activated sludge process, clarification, secondary clarification, UV disinfection, disc filtration, flow measurement and discharge to the White River below the Bull Shoals Dam.

**Arkansas Natural Resources Commission, Gravel Ridge Wastewater Treatment Plant Improvements, North Little Rock, AR.**

Project Manager for this project that involved planning and designing a new treatment system to meet current National Pollutant Discharge Elimination System (NPDES) permit limitations. Halff also applied for funds through the Arkansas Natural Resources Commission (ANRC) Revolving Loan Fund Program. The new treatment process included mechanical screening, extended aeration/activated sludge process, clarification, UV disinfection, tertiary filtration, and flow measurement at a cost of \$5 million.

**City of North Little Rock, 50th Street and Drainage Improvements, North Little Rock, AR.**

Project Manager for this project that involved City of North Little Rock Community Development Block Grant (CDBG) from Allen Street to Camp Robinson Road. Project included widening street to 30-foot-wide cross section with curb and gutter, widening two box culvert crossings, driveways, crosswalks, utility coordination, and an underground drainage system.

**ROLE**

Value Engineering

**LOCATION**

Orlando, FL

**EXPERIENCE**

23 Years

**EDUCATION**BS, Civil Engineering,  
University of Central Florida**REGISTRATION**Professional Engineer:  
Florida No. 64727

## Rocco Nasso, PE

Rocco serves CPH as a Project Manager and Engineer. His design experience includes extensive utility design and permitting, wastewater collection/transmission systems, stormwater calculations and modeling (ICPR and Hydraflow), water transmission main design and modeling (WaterCAD), pump sizing, and lift station design. His other duties include the Construction Engineering and Inspection (CEI) over numerous utility projects, water and wastewater treatment facilities, and roadway projects.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Volusia Southeast Regional Water Reclamation Facility Improvements, Volusia, FL.**

CPH was tasked with the design of a New Biological Nutrient Removal System as well as expansion from 0.60 Average Annual Daily Flow (AADF) to 1.20 mgd AADF. The project included the following: 5-Stage Biological Nutrient Removal (BNR) process to meet AWT criteria and providing Class I reliability, future expansion capacity capabilities in the range of 2.5 to 3.0 mgd AADF, and New Septage Receiving Station designed to receive an estimated minimum of 60,000 GPD with capabilities of being expanded to receive 120,000 GPD.

#### **City of Largo Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build, Largo, FL.**

The main design objective was to reduce the nutrient concentrations in the facility's discharge to Feather Sound. Improvements at the facility included the following: Primary clarification system rehab and reconfiguration; conversion of three, 6.0-mgd treatment trains to BNR; new secondary clarification splitting system; rehabilitation of six secondary clarifiers; new filter feed pump station; rehab and reconfiguration of the deep-bed denite filters; CCC modifications; effluent pump station improvements; electrical, instrumentation, and control system improvements; and new facility buildings.

#### **Mayfair Water Treatment Plant, Mayfair, FL.**

CPH is providing planning, design, permitting, and construction services for the water treatment plant upgrades that also included removal and replacement of the existing operations building with a new operations building complete with new pumps and piping, electric and controls, and a new standby generator. Operations and Pumping Building replacement to include a new operations center, high-service pumping room, electrical equipment room, chemical storage and pumping room, laboratory, reception area, meeting and breakroom area, staff offices, supporting restrooms, mechanical rooms, stairwell, and storage areas.



**ROLE**

Geotechnical

**LOCATION**

Clermont, FL

**EXPERIENCE**

28 Years

**EDUCATION**BS, Civil Engineering, Florida  
State University**REGISTRATION**Professional Engineer:  
Florida No. 58079

## Raymond Jones, PE

Raymond is currently a Vice President of Andreyev Engineering Inc. where he has successfully managed numerous geotechnical and hydrogeologic studies throughout the State of Florida in the areas of groundwater analysis, water supply planning and design, consumptive use permitting, materials testing, and geotechnical engineering.

Ray's typical hydrogeologic projects include water balance analyses for spring flows, wetland water levels, lake and river levels, groundwater flow modeling of regional water supply systems, lake-wetland interaction systems, stormwater capture and reuse, horizontal wells, and numerous other surface water and groundwater interaction systems. His typical geotechnical projects include a wide variety of residential, commercial, industrial, roadway, landfill and mining projects in both the public and private sectors. Ray has worked on low to high rise structures involving a variety of foundation types, wastewater and water treatment plants, large tower and tank structures, bridges, large-scale developments, pipelines, multi-lane roads using various pavement section materials, landfills, and lined and un-lined ponds.

Ray's engineering work includes field tech supervision, coordination, analysis, and report preparation of more than 500 geotechnical and hydrogeologic projects.

### REPRESENTATIVE PROJECT EXPERIENCE

#### City of Minneola WRF Expansion, Lake County FL.

A hydrogeologic investigation was conducted to support permitting and expansion of the existing facility. AEI completed groundwater modeling to show the optimum disposal capacity of the onsite existing rapid infiltration basins (RIBs) under long term and short-term loading conditions.

#### City of Deltona, Eastern Water Reclamation Facility, Deltona, FL.

This project included preparation of a load testing plan to substantiate an increased disposal capacity, by preparing a full-scale load test plan, receiving approval from FDEP, and carrying out the installation of monitoring devices and coordinating with City staff, to complete a one year load test of the RIBs. In addition, following the load testing of the RIBs, groundwater modeling of the RIBs Site was completed by set-up and calibration of a groundwater model to simulate the results of the load test, after the groundwater model had been calibrated, trial and error modeling was performed to determine the optimum site disposal capacity. This study was utilized as assurance to FDEP of the increased disposal capacity of the RIB site.

#### Spruce Creek South WWTF, Sumter County, FL.

This project consisted of a hydrogeologic study to evaluate the RIBs of the domestic wastewater treatment facility (WWTF) conducting a load test to determine the infiltration and treatment capacity of the RIBs for expansion of the WWTF.



## Lisa King, GPC

Lisa has more than 32 years of experience in providing grant writing and grant administration consulting services to local governments in Florida. She is specialized in projects related to the life cycle of water, transportation, and resilience including emergency management and mitigation. **Lisa has successfully obtained more than \$300 million in grants to Florida local governments.**

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Pasco County Grant Consulting Services, Pasco County, FL.**

Lisa has been providing comprehensive grant writing services since 2019. Funding Resource Strategy development. Highlights of successful projects include: multiple applications for HMGP stormwater and drainage projects. CDBG-MIT and BRIC applications for critical facility hardening. Technical assistance on HLMP. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

#### **City of Panama City Grant Consulting Services, Panama City, FL.**

Lisa has been providing comprehensive grant writing services since 1992. Funding Resource Strategy development. Highlights of successful projects include: Resilient Florida Vulnerability Assessment, Environmental land acquisition of three parks (Oaks by the Bay, Venetia Sunset and Sweetbay Wetlands Preserve) Multiple park development projects through FRDAP, CPI and LWCF programs. Restoration of historic properties such as the McKenzie House and Panama City Publishing Company, multiple planning efforts funded through CPI and DEO's CPTA. Technical assistance on BRIC, CDBG-DR and CDBG-MIT. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

#### **Seminole County Grant Consulting Services, Seminole County, FL.**

Lisa has been providing comprehensive grant writing services since 2014. Funding Resource Strategy development. Highlights of successful projects include: Multiple HMGP projects associated with Hurricanes Matthew and Irma for drainage and stormwater projects. Applications for CDBG-MIT and BRIC. Pending applications for Resilient Florida Planning and Implementation and HMGP-COVID. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

#### **City of Arcadia Grant Consulting Services, Arcadia, FL.**

Lisa has been providing comprehensive grant writing services since 2017. Highlights of successful projects include: Multiple HMGP projects associated with Hurricanes Matthew and Irma. Applications for CDBG-MIT Stormwater. Multiple successful Historic Preservation grant projects for building restoration planning and implementation. 1926 City Hall, vacant for 15 years being restored with grant funding. Pending application for FDEP Wastewater grant for WWTP replacement.

### ROLE

Funding and Financing

### LOCATION

Jacksonville, FL

### EXPERIENCE

32 Years

### EDUCATION

BA, Political Science,  
Stetson University

### REGISTRATION

Grant Professional Certified,  
Grant Professional  
Certification Institute

**ROLE**

Stormwater/Grading/Drainage  
Design  
Site/Civil Engineering

**LOCATION**

Tavares, FL

**EXPERIENCE**

20 Years

**EDUCATION**

BS, Civil Engineering,  
University of Florida

**REGISTRATION**

Professional Engineer:  
Florida No. 69017

**Brett Tobias, PE**

Brett has experience designing, permitting, and overseeing various projects including water and wastewater infrastructure, stormwater treatment, and flood studies. His permit knowledge includes Florida Water Management Districts, the Florida Department of Environmental Protection, the Army Corps of Engineers, the Florida Department of Transportation, and local counties and municipalities. His project management experience covers conceptual project planning and working closely with permitting agencies. He oversees quality control to meet clients' goals and needs while adhering to local, state, and federal codes and regulations. Brett is familiar with coordinating with other disciplines required for site-related design, including electrical, structural, geotechnical, environmental, and architectural consultants, to provide a complete package for clients.

**REPRESENTATIVE PROJECT EXPERIENCE****SSU WTP #1, The Villages, FL.**

Engineer responsible for stormwater calculations and water management district permitting. This project included design, permitting and construction administration services for a new 5.0 mgd, MDD WTP constructed to serve The Villages. The WTP consists of two Lower Floridan wells, packed tower aeration with sulfuric acid for pH adjustment, odor control, transfer pumping, sodium hypochlorite disinfection, a prestressed ground storage tank, and high-service pumping facilities. Project also included standby power, pump building, electrical, SCADA, and controls.

**Sunburst Lane WTP Improvements, Clermont, FL.**

Engineer responsible for preparing the preliminary design report, permit application, and project technical specifications for Sunburst Lane WTP improvements.

**GPU WTP #1 and #2, The Villages, FL.**

Engineer responsible for the stormwater portion of this project that includes the expansion of two water treatment plants, a 4.9 mgd and a 5.0 mgd plant. The first WTP includes a new pump house, sulfuric acid pH adjustment system, gas chlorination equipment, high-service pumps with VFDs, a jockey pump, two wells, a ground storage tank, and a permanent standby generator. The second WTP includes two Lower Floridan wells, packed tower aeration with sulfuric acid, odor control, transfer pumping, chlorine gas disinfection, a ground storage tank, high-service pumping facilities, standby power, pump building, electrical, SCADA, and controls.



### ROLE

Hydrology and Hydraulics

### EXPERIENCE

19 Years

### EDUCATION

BS, Civil Engineering,  
Michigan Technological  
University

### REGISTRATIONS

Professional Engineer:  
Florida No. 72705

Certified Floodplain Manager:  
Florida No. US-11-06005

## Wesley Barrow, PE, CFM

Wes is highly experienced in land development, floodplain analysis, and stormwater design and management for municipal, residential, recreational, and commercial development projects. Wesley is equipped with exceptional knowledge of a wide ranging array of analysis and engineering methods.

### REPRESENTATIVE PROJECT EXPERIENCE

#### Round Lake Road, Mount Dora, FL.

Wes was the engineer responsible for stormwater design and permitting. The purpose of the project was to widen Round Lake Road, from two lanes to four lanes, from the Lake/Orange County line to Wolf Branch Road and continuing the road with a new four lane alignment from Wolf Branch Road to north of SR 44. Halff, as a sub-consultant to Kimley Horn and Associates, Inc., provided surveying services, underground utility locations, drainage and utility plans, and pond design.

#### Pinecrest Academy/Pinecrest Lakes Academy Lake Sumter State College South Lake Campus Phase 1, Clermont, FL.

Wes was the engineer responsible for stormwater design and permitting. This project involved a new 55,000-sf school building and related uses. Services included route and topographic surveys, development plan, site plan, master planning, drainage plans, driveway access services, grading plan, and construction details.

#### Grand Oaks Manor Phase 2, Oxford, FL.

Wes was the engineer responsible for stormwater design and permitting. This project involved reinstituting permits for a Grand Oaks Manor Phase 2 plan set. Tasks included modifying original plans and drainage calculations to create a Phase 2 set of construction drawings for Grand Oaks Manor and submitting revised plans, calculations and permits.

#### Tillman & Associates, Ocala, FL.

Wes was the water resources engineer responsible for the design and permitting for stormwater management of residential, recreational, and commercial developments. Oversaw the development of processes and preparation of stormwater calculations and review plans to secure permit from the SWFWMD and other necessary permitting agencies. Managed tasks encompassing the preparation of floodplain analysis using TR-55 methodology, hydrologic and hydraulic modeling, as well as review of plans for FEMA MT-2 and MT-1 submittals to obtain multiple CLOMRs, LOMRs, and LOMAs.





### ROLE

Trail Planning and Design

### EXPERIENCE

25 Years

### EDUCATION

BS, Civil Engineering,  
Michigan State University

### REGISTRATION

Engineer Intern:  
Florida No. 1100008042

### CERTIFICATIONS

FDOT Advanced Temporary  
Traffic Control:  
FDOT No. 56419

Qualified Stormwater  
Management Inspector:  
FSESCI No. 7950

## Brad Bublitz, EI

Brad has more than 25 years of experience specializing in the design of public sites including storm water management systems, utilities, geometry, grading, and permitting. He is proficient in roadway design projects for FDOT, local counties and cities. His roles often demand multi-tasking on FDOT roadway projects that include geometry, grading, stormwater management, signage and striping, utility coordination, construction specifications and pay items, and cost estimates. His project management experience includes preliminary to final design, project coordination with local agencies and sub-consultants, value engineering and construction management. He is diligent in compliance with all local and state codes, and quality control, to provide governmental clients with a final project that product that meets every need.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Wekiva Trail, Lake County, FL.**

Brad is the trail designer responsible for this project that involves the design of an asphalt trail from 350 LF west of Tremain Street to SR 46 (Sorrento Avenue) in Lake County. The proposed trail is approximately 5.5 miles. The 14-foot wide trail requires an environmental assessment be completed to determine the presence of wetlands and protected species throughout the project limits. Permitting and utility coordination is required. The trail alignment is to utilize CSX rail corridor right of way.

#### **Marjorie Harris Carr Cross Florida Greenway, Marion County, FL.**

Brad was the trail designer for this project that provided engineering design, geotechnical investigation, permitting and post-design services associated with a two-lane roadway section with 11-foot lanes and a 5-foot sidewalk within a varying right-of-way in Marion County. The project was designed to meet all FDOT standards for multi-use trails and accommodations for all trail users. Due to the numerous natural surface trails crossing the new paved trail, special consideration was given to trail users' safety at all crossings with signage and striping. Coordination with the land manager, Florida State Parks, was also a big factor in producing a successful project outcome.

#### **Max Hooks Road, Lake County, FL.**

Brad was a designer for this project that provided engineering design, surveying, permitting, utility coordination, project administration and post-design services for the construction of Max Hooks Road. Design is for approximately 3,000 LF of a two-lane roadway. Nearly 1,100 LF of the roadway was designed with a two-lane closed drainage system, and the remaining 1,900 LF is a two-lane open drainage system. The closed roadway system design has storm water inlets and pipes that outfall into a retention area which Halff also designed, and the open roadway system has roadside swales that handle the stormwater runoff.

**ROLE**

Survey

**LOCATION**

Tavares, FL

**EXPERIENCE**

28 Years

**EDUCATION**AA, General Studies,  
Valencia College**REGISTRATION**Professional Surveyor and  
Mapper: Florida No. LS6120

## Suzanne Osborne, PSM

Suzanne has a diverse and comprehensive skillset in the field of surveying. Her experience encompasses various types of surveys and deliverables, indicating a strong understanding of both the theoretical and practical aspect of surveying work. This experience and knowledge can be valuable in various projects involving land development, municipal/ infrastructure planning, and legal matters related to property boundaries. As a Team Leader, she plays a crucial role in guiding and managing a team of surveying professionals to successfully complete projects as she oversees the planning, execution, and completion of surveying projects. This includes allocating resources, setting timelines, and verifying that projects are delivered on schedule and within budget.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Phase 4 Water Main Replacement, Groveland, FL.**

Project surveyor responsible for analyzing monumentation, determining right of way, and gathering topographic information for approximately 3 miles of this comprehensive project. Additional responsibilities included collaboration with engineers and other stakeholders to define scope and fees. The primary objectives of this project were to enhance water quality, improve fire flow capabilities, and to establish a connected water system within the City.

#### **US 27 Water Main Extension, Leesburg, FL.**

Project surveyor responsible for analyzing monumentation, determining right of way, and gathering topographic information for approximately 4 miles, in support of this water main extension project.

#### **Mayport WWTP, Jacksonville, FL.**

Project surveyor responsible for the coordination and management of this project including accurate and highly detailed topographic data in support of the wastewater treatment plant modifications.

#### **Sheriff's Organization Evidence Warehouse, Lake County, FL.**

Project surveyor responsible for the boundary and topographic surveys in support of engineering design, permitting, and construction administration services for an 18,700 SF warehouse situated on 10-acres.

#### **Bay Laurel WWTP, Ocala, FL.**

Project surveyor responsible for assisting on this project for the design and construction of a 2.5 mgd AADF WWTP and demolition of an aging treatment plant. Halff provided underground utility locating, surveying, QA/QC WWTP design review services, master re-pump station design, lift station modification design, reclaimed pump station modification design, and a decommissioning/site restoration plan for the demolition of the existing plant.

**ROLE**

MEP

**LOCATION**

Orlando, FL

**EXPERIENCE**

30 years

**EDUCATION**

MEM, Engineering  
Management, Kansas State  
University

MS, Electrical Engineering,  
Kansas State University

BS, Electrical Engineering,  
Michigan Technological  
University

**REGISTRATION**

Professional Engineer:  
Florida No. 58964



## Christopher DeWaal, PE, LEED AP

Christopher has strong experience in the design and development of electrical power distribution systems in commercial, industrial, institutional, and utility settings. Most recently, his experience has been managing multi-disciplinary engineering/architecture personnel, and managing electrical and multi-disciplinary projects from \$50k remodels to \$100M+ greenfield construction. His strengths include strong communication skills with technical staff, construction contractors, and owner's representatives. He has a vast knowledge of electrical and safety compliance policies and studies, personnel management, and project management.

**REPRESENTATIVE PROJECT EXPERIENCE**

### **South Beaches Water Reclamation Facility – AWT Evaluation Study, Brevard County, FL.**

Brevard County's South Beaches WRF is an 8.0 mgd AADF treatment facility located along A1A in Melbourne Beach, FL, that uses the oxidation ditch modification of the activated sludge process to treat wastewater from the service area. The in-depth analysis, evaluation, and multi-variable economic evaluation concluded with a final report recommending the conversion of the existing biological treatment systems to a 4-Stage Bardenpho Process with chemical phosphorus removal. CPH was integral in acquiring an FDEP Wastewater Grant (50% grant; 50% County matching funds) for the proposed improvements project.

### **City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build, Largo, FL.**

CPH and Kiewit Infrastructure South were awarded the design-build contract for BNR and facility improvements at the City of Largo's 18 mgd WRF (\$53 million). The main design objective was to reduce the nutrient concentrations in the facility's discharge to Feather Sound. Improvements at the facility included: Primary clarification system rehab and reconfiguration; conversion of three, 6.0-mgd treatment trains to BNR; new secondary clarification splitting system; rehabilitation of six secondary clarifiers; new filter feed pump station; rehab and reconfiguration of the deep-bed denite filters; CCC modifications; effluent pump station improvements; electrical, instrumentation, and control system improvements; and new facility buildings.

### **Utilities Commission Of New Smyrna Beach Biosolids Management Improvements, New Smyrna Beach FL.**

CPH provided comprehensive engineering services for the design, permitting, and construction of a Biosolids Dewatering System and associated upgrades at the Utilities Commission. This involved designing a dewatering facility with canopy shelter, installing new volute screw presses and thickening equipment, implementing polymer systems, and establishing sludge transfer and conveying systems. Additionally, responsibilities included the rehabilitation of sludge holding tanks, upgrading electrical, control, instrumentation, and SCADA systems, as well as obtaining FDEP permitting.

**ROLE**

MEP

**LOCATION**

Orlando, FL

**EXPERIENCE**

11 years

**EDUCATION**

BS, Mechanical Engineering,  
University of Central Florida

**REGISTRATION**

Professional Engineer:  
Florida No. 87451



## Jeffrey Deal, PE

Jeffrey serves as a CPH Mechanical Engineer for the firm's work in the United States and Puerto Rico. He has experience in HVAC, plumbing, and fire protection. He provides knowledge in energy modeling software, cooling load programs, and energy compliance documentation such as FLAcom (Florida) and COMcheck (nationally).

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Dunes Community Development District WWTP Improvements, Palm Coast, FL.**

CPH was chosen to oversee planning, design, permitting, and construction services for the DCDD WWTP improvements, aiming to enhance treatment capacities and upgrade sludge digesting and drying facilities at the Dunes WWTP. This involved conducting thorough evaluations and studies, including a biosolids treatment and disposal study, to determine the most efficient methods. Subsequent tasks included preliminary design of the SBR treatment system, obtaining FDEP permit modifications, and preparing bid documents. The expansion encompassed various additions and improvements, such as equalization basins, new SBR treatment processes, aerobic digesters, sludge thickening enhancements, and electrical and control system upgrades. CPH also facilitated the bidding process and in obtaining building permits.

#### **City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build, Largo, FL.**

CPH and Kiewit Infrastructure South were awarded the design-build contract for BNR and facility improvements at the City of Largo's 18 mgd WRF (\$53 million). The main design objective was to reduce the nutrient concentrations in the facility's discharge to Feather Sound. Improvements at the facility included: Primary clarification system rehab and reconfiguration; conversion of three, 6.0-mgd treatment trains to BNR; new secondary clarification splitting system; rehabilitation of six secondary clarifiers; new filter feed pump station; rehab and reconfiguration of the deep-bed denite filters; CCC modifications; effluent pump station improvements; electrical, instrumentation, and control system improvements; and new facility buildings.

#### **Utilities Commission Of New Smyrna Beach Biosolids Management Improvements, New Smyrna Beach FL.**

CPH provided comprehensive engineering services for the design, permitting, and construction of a Biosolids Dewatering System and associated upgrades at the Utilities Commission. This involved designing a dewatering facility with canopy shelter, installing new volute screw presses and thickening equipment, implementing polymer systems, and establishing sludge transfer and conveying systems. Additionally, responsibilities included the rehabilitation of sludge holding tanks, upgrading electrical, control, instrumentation, and SCADA systems, as well as obtaining FDEP permitting.



**ROLE**

Architectural

**LOCATION**

Orlando, FL

**EXPERIENCE**

25 years

**EDUCATION**

MS, Architecture, University  
of South Florida, School of  
Architecture and Community  
Design

BS, Applied Technology/  
Business, Florida Institute of  
Technology

AS, Life Sciences, Harrisburg  
Area Community College

**REGISTRATION**

Registered Architect:  
Florida No. AR92948 -  
American Institute of  
Architects (AIA)

National Council of  
Architectural Registration  
Boards (NCARB)

**Brook Sherrard, AIA, NCARB**

Brook services CPH as a Senior Architect, with more than 25 years of experience. Brook has completed more than 6.4 million SF of projects and is leading the firm's building information modeling (BIM) and sustainability initiatives. His leadership has confirmed that clients are provided with a coordinated set of documents and 3D models to communicate the design intent at all phases of the project. He also provided training to in-house architects and has set up standards and procedures to create consistency in documentation throughout the firm.

**REPRESENTATIVE PROJECT EXPERIENCE****Bunnell WWTF Expansion and Biological Nutrient Removal (BNR), Bunnell, FL.**

CPH provided the design, permitting, and grant writing assistance for the BNR expansion of the existing Bunnell WWTF and increasing capacity to 1.2 mgd AADF. The improvements consist of the following: (1) master lift station improvements; (2) flow metering; (3) preliminary treatment (screening and grit removal); (4) anaerobic/anoxic flow equalization basin; (5) two, 0.6 mgd, 4-stage BNR treatment trains; (6) effluent distribution box; (7) two secondary clarifiers; (8) tertiary filtration system; (9) multi-compartment chlorine contact/dechlorination chamber; (10) sludge digestion system improvements; (11) sludge dewatering system (screw press); (12) RAS/WAS pumping station improvements; (13) electrical building; (14) conversion of the existing oxidation ditch into a sludge digestion system; and (15) electrical, controls, instrumentation, and SCADA system improvements.

**Mayfair Water Treatment Plant, Mayfair, FL.**

CPH is providing planning, design, permitting, and construction services for the water treatment plant upgrades that also included removal and replacement of the existing operations building with a new operations building complete with new pumps and piping, electric and controls, and a new standby generator. Operations and Pumping Building replacement to include a new operations center, high-service pumping room, electrical equipment room, chemical storage and pumping room, laboratory, reception area, meeting and breakroom area, staff offices, supporting restrooms, mechanical rooms, stairwell, and storage areas.

**Dunes Community Development District Wwtp Improvements, Palm Coast, FL.**

CPH was chosen to oversee planning, design, permitting, and construction services for the DCDD WWTP improvements, aiming to enhance treatment capacities and upgrade sludge digesting and drying facilities at the Dunes WWTP. This involved conducting thorough evaluations and studies, including a biosolids treatment and disposal study, to determine the most efficient methods. Subsequent tasks included preliminary design of the SBR treatment system, obtaining FDEP permit modifications, and preparing bid documents. The expansion encompassed various additions and improvements, such as equalization basins, new SBR treatment processes, aerobic digesters, sludge thickening enhancements, and electrical and control system upgrades.

**ROLE**

Architectural

**LOCATION**

Orlando, FL

**EXPERIENCE**

31 years

**EDUCATION**

BA, Architecture, University  
of Tennessee School of  
Architecture and Design

**REGISTRATION**

Registered Architect:  
Florida No. AR102902  
- American Institute of  
Architects (AIA)

National Council of  
Architectural Registration  
Boards (NCARB)



## Sidney West II, AIA, NCARB

Sidney serves CPH as a Principal Architect for municipal and special projects. With more than 31 years of experience in architecture, Sidney has extensive experience working on projects from a few hundred square feet to more than 1.5 million square feet—in multiple markets throughout the United States.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Bunnell WWTF Expansion and Biological Nutrient Removal (BNR), Bunnell, FL.**

CPH provided the design, permitting, and grant writing assistance for the BNR expansion of the existing Bunnell WWTF and increasing capacity to 1.2 mgd AADF. The improvements consist of the following: (1) master lift station improvements; (2) flow metering; (3) preliminary treatment (screening and grit removal); (4) anaerobic/anoxic flow equalization basin; (5) two, 0.6 mgd, 4-stage BNR treatment trains; (6) effluent distribution box; (7) two secondary clarifiers; (8) tertiary filtration system; (9) multi-compartment chlorine contact/dechlorination chamber; (10) sludge digestion system improvements; (11) sludge dewatering system (screw press); (12) RAS/WAS pumping station improvements; (13) electrical building; (14) conversion of the existing oxidation ditch into a sludge digestion system; and (15) electrical, controls, instrumentation, and SCADA system improvements. Additional professional engineering services provided by CPH included the following: (a) Assistance with obtaining project financing from various State and Federal Sources; (b) Capital Finance Plan and 201 Facilities Plan for securing an FDEP SRF loan for the project; (c) 3D topographic surveying of the WWTF; and (d) hydraulic and BNR modeling systems.

#### **Sanford Operations And Emergency Response Facility, Sanford, FL.**

CPH is providing professional design services for a new Operation and Emergency Response facility for the Sanford Public Works Department. During storms and weather events, the facility will serve as the operational heart to manage public works recovery efforts during and after the events. CPH is providing architecture, structural, mechanical, plumbing, and electrical engineering services for the project.

#### **Sanford Utilities Building, Sanford, FL**

Professional design services for a new Utilities Support Facility for the Sanford Public Works Department. This facility will be utilized as the primary offices for the Utilities Department staff and inspectors. The facility includes meeting space for the Utilities teams, vehicle storage and repair space, and storage for utility equipment. CPH is providing architecture, civil, structural, mechanical, plumbing, and electrical engineering services for the project.



## Drew Sanders

Drew is highly experienced in environmental permitting that encompasses a wide range of public and private projects. His areas of specialization include project management, environmental permitting, ecological assessments, and habitat mapping of terrestrial and aquatic systems, plant and wildlife surveys, listed species surveys, photo interpretation, wetland delineation and hydroperiod assessment, habitat restoration and management, and wetland mitigation design.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Villa City Water Treatment Plant, Groveland, FL.**

Environmental scientist responsible for providing an environmental assessment, wetland evaluation, and listed species surveys, including the sand skink, on a ±3.5-acre proposed water treatment facility and a 3.25-acre linear transmission corridor.

#### **Sampey Road Water Treatment Plant, Groveland, FL.**

Environmental scientist responsible for providing an environmental assessment, wetland evaluation, and listed species survey for the expansion of the Sampey Road Water Treatment Facility.

#### **Butler Mill Creek Realignment Environmental Support, Tallahassee, FL.**

Environmental scientist responsible for assisting with the development of a vegetation restoration plan and environmental permitting to support the realignment of the creek from its man-altered path through Lake Jackson Mounds State Park to its approximate historic channel location. The creek realignment was needed to address erosion and to maintain the integrity of several sensitive cultural resources in the park.

#### **Hogans Creek Restoration, Jacksonville, FL.**

Environmental scientist responsible for providing environmental services for the development of the 30 percent stream restoration design of Hogans Creek in downtown Jacksonville. The goal of this project is to reduce flooding, improve water quality, and provide access and recreational opportunities along the creek. Preliminary plans are currently being shared with the community to gather input that will be incorporated into the iterative design process. The Trail Master Plan includes improving the crossing conditions along the existing Hogans Creek greenway, and enhancing the overall quality of the greenway to match the established design standard for the entire Emerald Trail system.

### ROLE

Ecological Assessments/  
Environmental Permitting

### LOCATION

Tampa, FL

### EXPERIENCE

31 Years

### EDUCATION

BS, Biology, University of  
South Florida

**ROLE**

Planning & Landscape  
Architecture

**LOCATION**

Tampa, FL

**EXPERIENCE**

11 Years

**EDUCATION**

BS, Landscape Architecture,  
University of Kentucky

**REGISTRATION**

Professional Landscape  
Architect: Florida No. 6667386

## Martin Steffen, PLA

Martin has been active in landscape architecture, site design, and land planning for more than 11 years. His experience encompasses both private and public-sector projects. Project experience includes master planning services, special use permits, design for residential subdivisions, office/commercial site design, and residential landscape design as well as due diligence for eminent domain cases.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Anclote River Park and Trail, Anclote, FL.**

Martin is responsible for internal design coordination, site design, program management, overall amenity design, and maintaining client relationships for one of Pasco County's most utilized park. This waterfront park is enjoyed by many and is known for its boat access, recreational activities, and providing an overall family-friendly park experience.

#### **Benny Russell Park, Santa Rosa County, FL.**

Landscape Architect for the 30-acre existing park to provide a world class recreational experience for all ages and abilities. The master plan was developed with public workshops and survey results identifying desired amenities and major concerns. The overall park master plan has been divided into 4 phases that will encompass additional parking, restroom facility, picnic pavilions, site furnishings, multi-purpose sport fields, fitness zone, play area, interactive splash pad, and a multi-use trail weaving through the expansive tree preservation area.

#### **Babcock Ranch Trails Master Plan, Lee County, FL.**

Martin was a designer for this 73,239-acre, publicly-owned conservation area. Halff created the Recreation Master Plan based on the Recreation Opportunity Spectrum planning guidelines developed by the U.S. Forest Service. The Recreation Master Plan provides guidance for the development of recreation opportunities on the Preserve and recommendations for hiking, equestrian, and bicycle trails throughout this vast managed area.

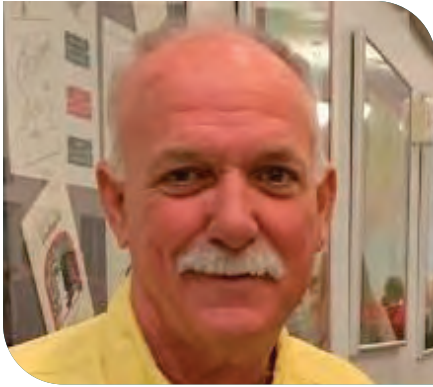
#### **Airport Gateway Corridor and Trail, Tallahassee, FL.**

Martin is the Landscape Architect for the planning and design of several roadway corridors and trails leading to downtown Tallahassee. Halff has completed public engagement, technical, and administrative coordination; data gathering; preliminary reviews (cultural, environmental, geotechnical); sociocultural effects; traffic and stormwater evaluation; and conceptualization. Covering more than seven miles of roadway and 12 miles sidewalks, trails, and bicycle lanes, the Airport Gateway intends to substantially improve transportation in our community.

#### **Triple Creek Master Development, Riverview, FL.**

Landscape Architect for a 1,000-acre, 2,045-lot mixed-use multi-phase master planned subdivision. The project is bisected by a natural creek and lake system and is adjacent to a large publicly owned environmental preserve which requires special considerations and design features.



**ROLE**

Construction Administration

**EXPERIENCE**

17 Years

**EDUCATION**High School Diploma, Boone  
High School

## John Riggs

John brings more than 17 years of experience and exceptional customer management skills that will assist him during CEI services in organizational tasks and guiding field staff. He also brings experience in providing certificates of completion to FDEP.

**REPRESENTATIVE PROJECT EXPERIENCE****Lift Station No. 1 Construction Administration and Bid Assistance, Cocoa, FL.**

Construction inspector responsible for providing construction administration and inspection services. The tasks included site visits, review and approval of shop drawings, review of required tests and inspections from the contractor, and providing certificates of completion to FDEP and the City of Cocoa.

**CEI Water Main Replacement, Deltona, FL.**

Construction inspector responsible for providing CEI services in support of the Halff engineering team for this retrofit project to upgrade/replace 10,600 lf of aging water main pipes. The team provided survey, design, permitting, and construction administration services.

**Urlick Street Force Main Extension, Fruitland Park, FL.**

Construction inspector responsible for the inspection of the force main extension project including 11,500 lf of 8-inch and 10-inch force main. The team provided utility locates, route survey, engineering design, permitting, State Revolving Fund (SRF) assistance, and construction administration/bidding assistance.

**Lake Woodward Stormwater Pump Station, Mount Dora, FL.**

Construction inspector responsible for assisting in the final design, permitting, bid assistance, and construction administration services. Improvements to the pump station included stormwater conveyance through a new 12-inch main in constructed in the preferred alignment of FDOT and Lake County. The new 12-inch main has a different alignment from the existing main, which was placed out of service by disconnecting it from the pump station and its discharge inlet, and filling it with grout.

**Magnolia Pointe Phase 1, Umatilla, FL.**

Construction inspector responsible for overseeing the installation of an off-site force main and utilities within this new subdivision including potable water mains, sanitary sewer mains and manholes, and storm sewer structures and piping. John is providing daily construction reports, reviewing density tests, and pressure tests.



### ROLE

Graduate Civil Engineer

### EXPERIENCE

4 Years

### EDUCATION

BS, Civil Engineering,  
University of Central Florida,

### CERTIFICATIONS

Engineer Intern: Florida No.  
1100024000,

## Joshua Llamas, El

Josh has experience in civil design using Civil 3D, MicroStation, OpenRoads Designer, WaterCAD, and SewerCAD to produce construction plans for various public works and treatment plant related projects. Such projects include design for water mains, force mains, reclaimed water mains, gravity sewer, utility relocations, wastewater pump stations, stormwater pump stations, water treatment plant expansions/improvements, and wastewater treatment plant expansions/improvements. He has served as a project engineer at multiple project stages including master planning, design, permitting, bidding, and construction.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **City of Mount Dora Eastern Service Area Water Treatment Plant Design and Permitting for Well #3 Addition, Mount Dora, FL.**

This project involved a new 4.0 mgd water treatment plant with an ultimate capacity of 7.00 mgd. Treatment includes iron sequestration, aeration and disinfection. Plant also includes ground storage and VFD controlled high service pumping. Halff also provided the construction management of three miles of 16" capital water line.

#### **Galvanized Steel Water Main Replacement, Edgewater, FL.**

This project involved a topographic survey that included establishing all of the public rights of way, surface improvements and utilities, subsurface utility locations, storm drainage, and sanitary system information on the route as well as including spot elevations to determine one foot contour intervals. Halff provided engineering design, survey, permitting, construction bid documents, and construction administration to replace approximately 14,000 LF of 2-inch galvanized pipe with 6-inch pipe.

#### **Round Lake Road Lift Station Redesign, Mount Dora, FL.**

This project involved design, permitting, bidding and construction administration for the construction of Lift Station No. 53, gravity sewer and forcemain connections from existing stub-outs on Round Lake Road, and a conduit for a future fiber connection to the Eastern Service Area Water Treatment Plant. The final design included wet wells and piping sized for ultimate capacity, with pumps and controls sized to use an existing 8-inch forcemain to accommodate initial growth in the service area.

#### **Gibson Place Utility Company Wastewater Treatment Plant, The Villages, FL.**

This project involves design, permitting and construction administration services for a new 2.0 mgd wastewater treatment plant to serve The Villages. The project is being initially constructed as a 2.0 mgd facility with capabilities for expansion to 4.0 mgd to accommodate anticipated future growth in the service area. This is a fast-tracked project due to the rapid pace of development in the service area. The facility consists of fine screening, flow equalization, a modified Ludzack-Ettinger process consisting of anoxic zones in front of oxidation ditches, secondary clarification, disk filtration, chlorine gas disinfection, aerobic sludge holding, belt filter press dewatering, rapid infiltration basins, reclaimed water ground storage tanks, and high service pumping.

**ROLE**

Civil Engineering Designer

**EXPERIENCE**

35 Years

**EDUCATION**High School Diploma,  
Edgewater High School

## Chris Williams

Chris is a Senior Designer with over 35 years of experience in the design of water and wastewater treatment facilities, pump stations, collection, transmission, distribution, and reuse systems. He is also highly experienced in the design and layout of commercial sites including geometry, grading, and drainage. Chris's design experience encompasses preliminary design through final design and he consistently collaborates with interconnected fields such as structural and architectural engineering. This synergy verifies the provision of comprehensive project services tailored for governmental clients.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Gibson Place Utility Company Wastewater Treatment Plant, The Villages, FL.**

Senior designer for this project which involves design, permitting and construction administration services for a new 2.0 mgd wastewater treatment plant to serve The Villages. The project is being initially constructed as a 2.0 mgd facility with capabilities for expansion to 4.0 mgd to accommodate anticipated future growth in the service area. This is a fast-tracked project due to the rapid pace of development in the service area. The facility consists of fine screening, flow equalization, a modified Ludzack-Ettinger process consisting of anoxic zones in front of oxidation ditches, secondary clarification, disk filtration, chlorine gas disinfection, aerobic sludge holding, belt filter press dewatering, rapid infiltration basins, reclaimed water ground storage tanks, and high service pumping.

#### **Woodlea Road Water Reclamation Facility Expansion, Tavares, FL.**

Senior designer for this project which involved the expansion of an existing facility from 1.0 mgd to 3.0 mgd, with an upgrade to tertiary treatment to supply reclaimed water. Halff provided design, permitting, and the construction administration services. The project also required the removal of the 0.75 mgd Caroline Street WWTP from service. The facility was replaced with a pump station to convey all raw wastewater to the newly expanded Woodlea Road facility.

#### **Central Sumter Utility Company Wastewater Treatment Plant, The Villages, FL.**

Senior designer for this project which included preliminary and final design, preparation of construction plans, permitting, and construction management for a new 1.60 mgd AADF wastewater treatment plant. This project also included master planning (all facilities and components) for expansion to ultimate flows. The facility utilizes the Ovivo Carousel denitr biological process, tertiary treatment is provided, and 100 percent of acceptable effluent is utilized for irrigation of golf courses.

#### **LSU Company Wastewater Treatment Facility Expansion, The Villages, FL.**

Senior designer for this project which included final design, preparation of construction plans, permitting and construction management for the expansion of an existing 0.90 mgd facility to 2.10 and then to 3.0 mgd.

**ROLE**

CADD Technician

**EXPERIENCE**

9 Years

**EDUCATION**

AS, Mechanical Drafting and  
Design, College of Central  
Florida

## Ronald Griffor

Ron has experience in CAD design and drafting, permitting, residential and commercial sites, and project coordination with related disciplines. His design skill set includes stormwater design, water and wastewater systems, as well as residential and commercial site layout.

### REPRESENTATIVE PROJECT EXPERIENCE

#### **Gibson Place Utility Company Wastewater Treatment Plant, The Villages, FL.**

This project involves design, permitting and construction administration services for a new 2.0 mgd wastewater treatment plant to serve The Villages. The project is being initially constructed as a 2.0 mgd facility with capabilities for expansion to 4.0 mgd to accommodate anticipated future growth in the service area. Ron served as Designer responsible for CADD-designs related to the design, permitting, bidding, and construction administration.

#### **SR 46 Utility Design Project, Mount Dora, FL.**

Designer responsible for CADD-designs related to the design, permitting, bidding, and construction administration for the installation of new water, reclaimed water and sewer improvements within the proposed FDOT right-of-way on the north side of SR46. Permitting is with the FDOT and the Florida Department of Environmental Protection. Due to the fact that the proposed work spans two separate FDOT projects along the SR46 corridor, two separate FDOT utility permit applications were submitted. BESH took into account future FDOT construction with detailed design drawings for the construction of the new 16" waterline, 16" reclaimed waterline and dual 8" and 16" force mains to be constructed within the proposed FDOT right-of-way. These drawings provide for the installation and will avoid future FDOT construction to the highest extent possible.

#### **Eastern Service Area Water Treatment Plant Design and Permitting for Well #3 Addition, Mount Dora, FL.**

This project involved a new 4.0 mgd water treatment plant with an ultimate capacity of 7.00 mgd. Treatment includes iron sequestration, aeration and disinfection. Plant also includes ground storage and VFD controlled high service pumping. Halff also provided the construction management of three miles of 16" capital water line. Designer responsible for CADD-designs.

#### **City of Umatilla Sewer System & Lift Station Rehabilitation, Umatilla, FL.**

As the City's Engineer, Halff assisted the City in evaluating necessary upgrades to each of the seven lift stations and provided engineering design services. Halff oversaw the electrical sub-consultant and provided project bidding and construction oversight services. Lift station upgrades included wet well rehabilitation, lining, new pumps, new control panels, pipe/valve replacement, generator/ATS additions as necessary on a case-by-case basis.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**ERN, ROBERT A. JR.**  
902 N SINCLAIR AVENUE  
TAVARES FL 32778

**LICENSE NUMBER: PE54013**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**MITCHELL, TROY EDWARD**  
26016 SINGING LARK COURT  
LEESBURG FL 34748

**LICENSE NUMBER: PE60190**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**DORMAN, WILLIAM ARTHUR**  
5635 KING JAMES AVE  
LEESBURG FL 34748-7962

**LICENSE NUMBER: PE87221**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**BREITENSTEIN, SCOTT A.**  
2533 WEMBLEYCROSS WAY  
ORLANDO FL 32828

**LICENSE NUMBER: PE57402**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**REFLING, DAVID R**  
500 WEST FULTON ST.  
SANFORD FL 32771

**LICENSE NUMBER: PE31107**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

**dbpr** Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

11:56:14 AM 3/19/2024

**ONLINE SERVICES**

- Apply for a License
- Verify a License
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- ABAT Delinquent Invoices & Activity List Search

**LICENSEE DETAILS**

**Licensee Information**

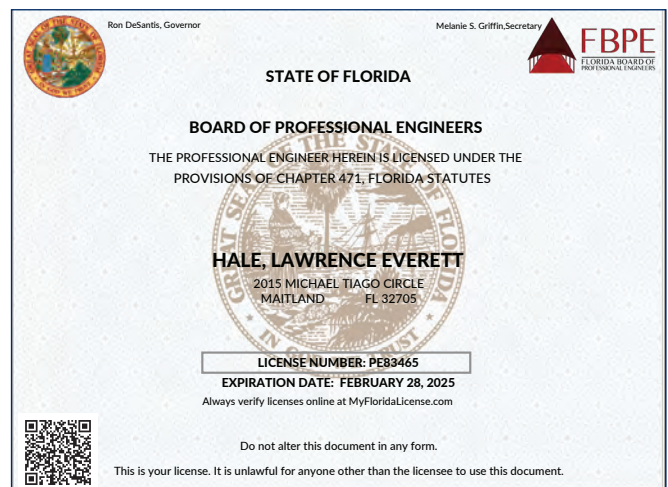
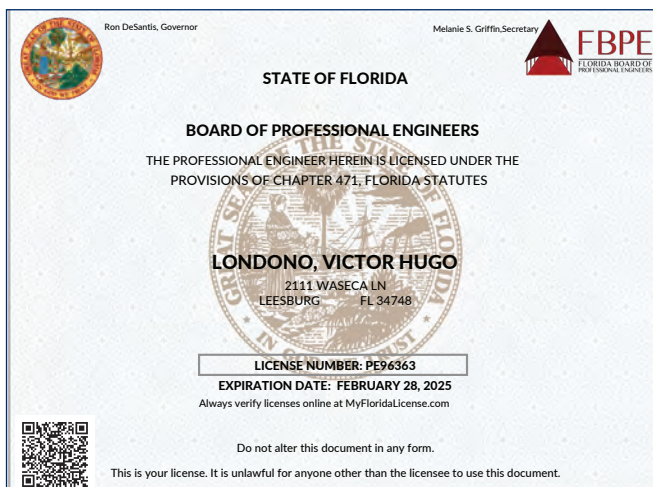
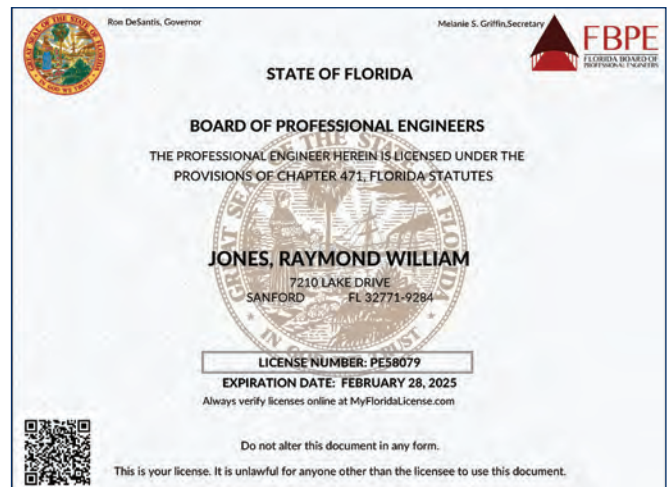
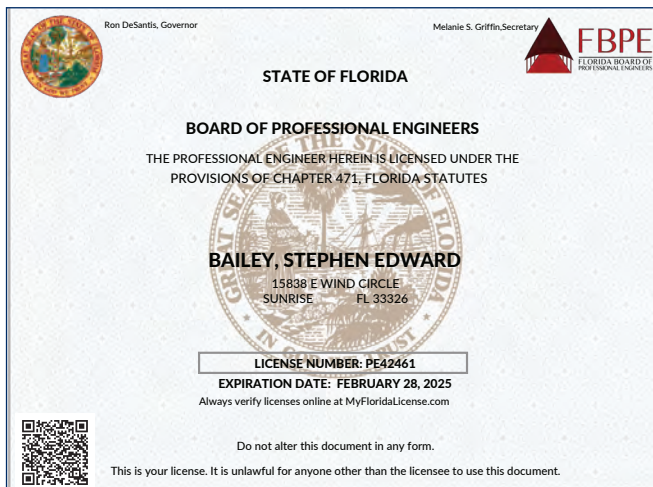
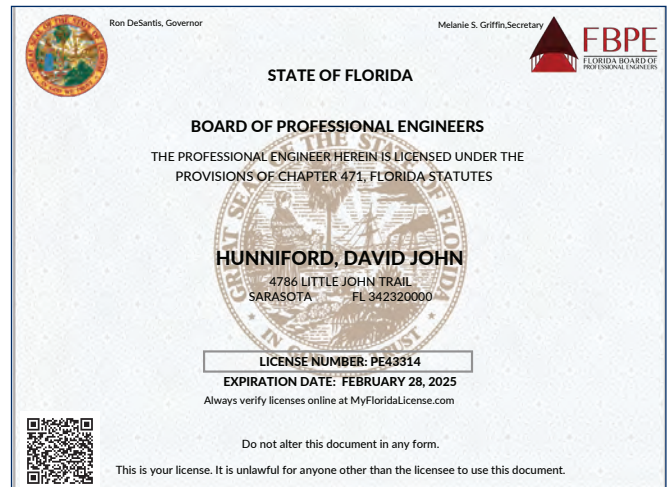
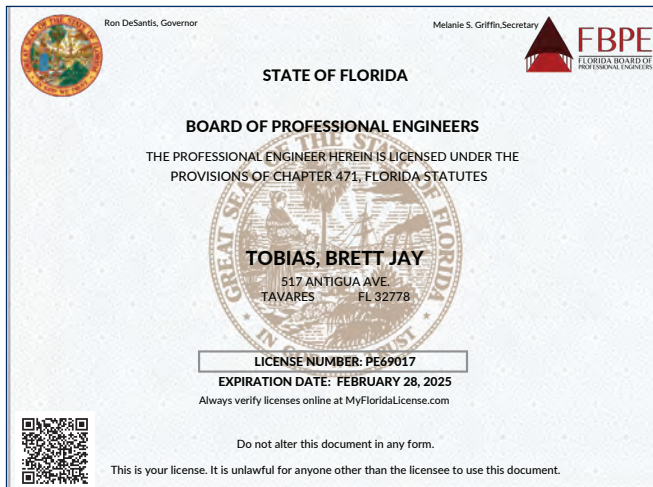
|                  |                                                     |
|------------------|-----------------------------------------------------|
| Name:            | TOOMEY, JOHN PETER (Primary Name)                   |
| Main Address:    | 1717 BILLINGSHURST CT.<br>ORLANDO Florida 328250099 |
| County:          | ORANGE                                              |
| License Mailing: | 1717 BILLINGSHURST COURT<br>ORLANDO FL 32825        |
| County:          | ORANGE                                              |

**License Information**

|                 |                       |
|-----------------|-----------------------|
| License Type:   | Professional Engineer |
| Rank:           | Prof Engineer         |
| License Number: | 40264                 |
| Status:         | Current/Active        |
| Licensure Date: | 08/28/1988            |
| Expires:        | 02/28/2025            |

**Special Qualifications**

|                                      |                                       |
|--------------------------------------|---------------------------------------|
| Advanced Building Code Course Credit | Qualification Effective<br>12/04/2018 |
|--------------------------------------|---------------------------------------|





Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF LANDSCAPE ARCHITECTURE**

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**STEFFEN, MARTIN ALOYSIUS**  
1000 N. ASHLEY DR.  
STE. 900  
TAMPA FL 33602

**LICENSE NUMBER: LA6667386**  
**EXPIRATION DATE: NOVEMBER 30, 2025**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)  
ISSUED: 11/02/2023  
Do not alter this document in any form.

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

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**AVILES-NIEVES, EDUARDO**  
432 GARTH CT  
APOPKA FL 32712

**LICENSE NUMBER: PE85877**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)  
Do not alter this document in any form.

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

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**ORTIZ, JOSE MIGUEL**  
308 SARAH NICOLE WAY  
NEW SMYRNA BEACH FL 32168

**LICENSE NUMBER: PE67920**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)  
Do not alter this document in any form.

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

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**DEAL, JEFFREY ALAN**  
104 GARDEN CT  
SANFORD FL 32771

**LICENSE NUMBER: PE87451**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)  
Do not alter this document in any form.

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

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

**STATE OF FLORIDA**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**DEWAAL, CHRISTOPHER JOHN**  
311 GLEN CLUB DRIVE  
DEBARY FL 32713

**LICENSE NUMBER: PE58964**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)  
Do not alter this document in any form.

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

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

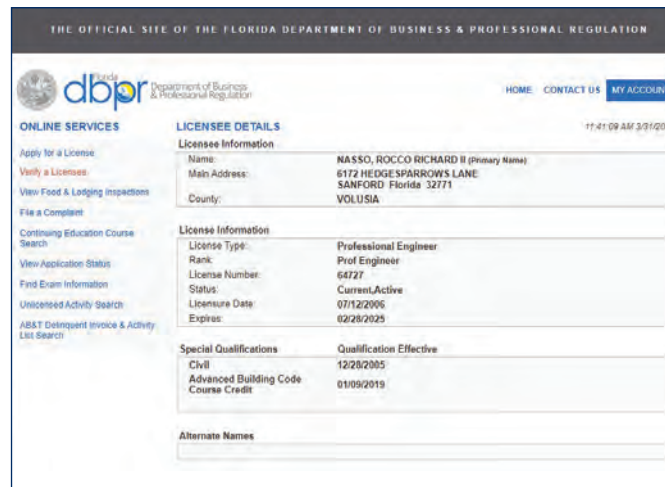
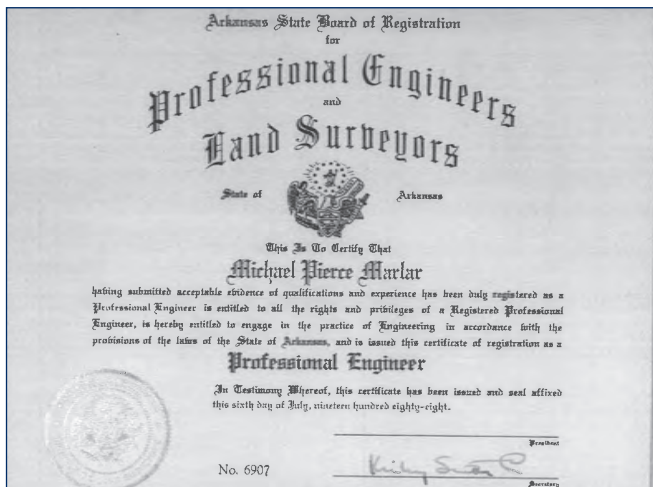
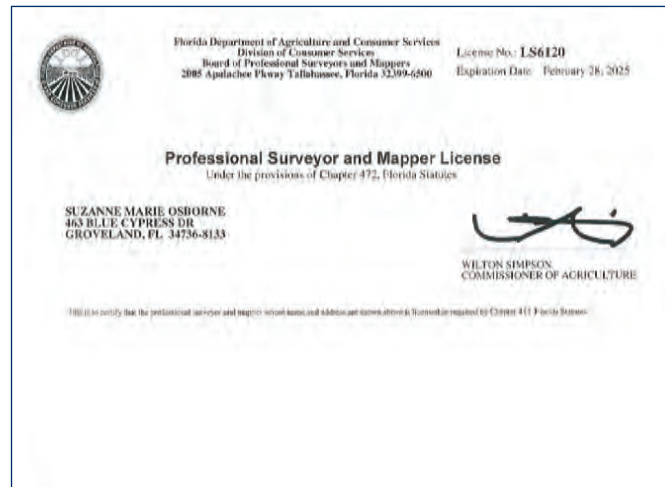
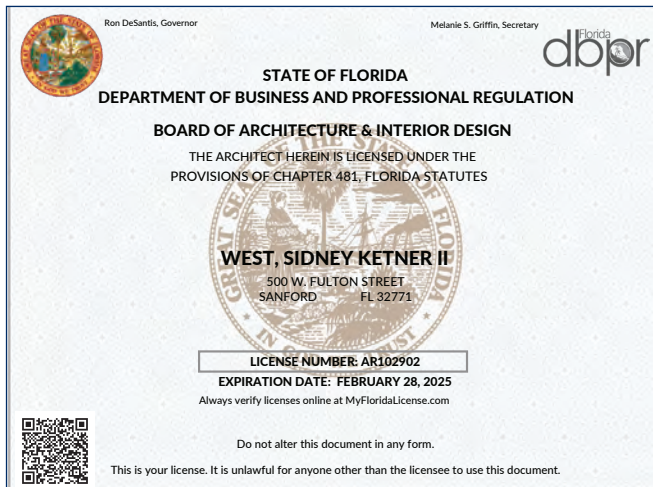
**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF ARCHITECTURE & INTERIOR DESIGN**

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**SHERRARD, BROOK KEVIN**  
1411 EAST MURIEL STREET  
ORLANDO FL 32806

**LICENSE NUMBER: AR92948**  
**EXPIRATION DATE: FEBRUARY 28, 2025**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)  
Do not alter this document in any form.

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







## VII. Recent Experience and Credentials

### Our History Serving Florida's Wastewater Market

Halff has a 35-year history of providing wastewater treatment plant (WWTP) design, permitting, and construction administration services in Florida. Our WWTP experience includes the design, permitting, and construction administration of 12 oxidation ditches at WWTPs in the State of Florida, including the Gibson Place Utility Company WWTPs in The Villages, Central Sumter Utility Company, City of Tavares Woodlea Road WRF, North Sumter Utility Company, and the Little Sumter Utility Company.

## Gibson Place Utility Company Wastewater Treatment Plant, Phase I and Phase II

Gibson Place Utility Company | The Villages, FL



### Similar to Mount Dora's WWTP2

**An emergent need for capacity expansion due to development commitments for the area.**



The treatment process provides biological removal of nitrogen through a Modified Ludzack-Ettinger (MLE) process utilizing anoxic basins and oxidation ditches. The Gibson Place Utility Company WWTP is a 2.0 mgd advanced wastewater treatment plant recently completed to serve The Villages, and the design for Phase 2 improvements are complete. Similar to Mount Dora's WWTP2 capacity needs, this plant is being designed for easy expansion to 4.0 mgd. **Halff is providing design, permitting, and construction administration services.**

**And, like Mount Dora's WWTP2, there is an emergent need for capacity expansion due to development commitments for the area, this project is fast-tracked for The Villages due to the rapid pace of development (nearly 4,000 homes are constructed annually).**

Halff started the Phase II design when Phase I was nearing completion to accommodate the fast-tracked schedule. The WWTP consists of:

- Headworks with fine screening
- Equalization/surge basin with jet aeration mixing
- Five-stage Bardenpho biological process for nitrogen and phosphorus removal (Ovivo® Oxidation Ditch)
- Secondary clarification
- Disc filtration
- Disinfection utilizing chlorine gas
- Reclaimed water storage and high service pumping
- Rapid infiltration basins for wet weather disposal

**Original/Final Cost Phase I:** \$48m  
**Original/Final Cost Phase II:** \$21m

**Change Orders:** No Change Orders, Design-Build with GMP

**Phase I Dates of Service:** 03/2021 - 11/2023

**Phase II Dates of Service:** 06/2023 - 03/2025 (estimated)

**Capacity:** New 2.0 mgd / Expansion to 4.0 mgd

**Scope:** New wastewater treatment plant design; oxidation ditch; nitrogen removal; permitting; construction administration; designed for capacity expansion

### Reference:

Vikus Water  
Trey Arnett, President  
352.753.4747  
trey.arnett@arnettenvironmental.com

# Central Sumter Utility Company Wastewater Treatment Plant

Central Sumter Utility Company (CSU) | The Villages, FL



## Similar to Mount Dora's WWTP2

The Central Sumter Utility treatment process provides biological removal of nitrogen.



The CSU WWTP was constructed to serve the Central Sumter area of The Villages. **Similar to Mount Dora's WWTP2, the treatment process provides biological removal of nitrogen through a MLE process utilizing anoxic basins and oxidation ditches.**

**The scope of work included preliminary and final design, preparation of construction plans, permitting, and construction management for a new 1.60 mgd AADF wastewater treatment plant.** This project included extensive sub-consultant coordination. The scope for this project also included master planning (all facilities and components) for expansion to ultimate flows.

The facility utilizes the Ovivo® Carrousel denitIR® Systems biological process, to provide biological nitrogen removal, allowing 100 percent of the effluent to be utilized as reclaimed water for landscape irrigation. The plant design consisted of the following major components:

- Headworks with mechanical screening and flow splitting
- Surge tank
- Odor control
- Denitrification
- Aeration via an oxidation ditch
- Clarification, filtration, disinfection
- Sludge dewatering via a belt press
- Effluent storage and distribution
- Standby power generation
- Effluent distribution
- Pumping and backup disposal via RIBs

**Original/Final Cost:** \$13m/\$13m

**Change Orders:** No Change Orders, Design-Build with GMP

**Dates of Service:** 12/2020 - present

**Capacity:** New 1.6 mgd

**Scope:** New wastewater treatment plant design; oxidation ditch; nitrogen removal; permitting; construction administration; designed for capacity expansion

### Reference:

Vikus Water  
Trey Arnett, President  
352.753.4747  
trey.arnett@arnettenvironmental.com



# Woodlea Road Water Reclamation Facility Expansion

City of Tavares | Tavares, FL



## Similar to Mount Dora's WWTP2

The City of Tavares upgraded to tertiary treatment to supply reclaimed water, providing removal of nitrogen.



Halff provided design, permitting, and construction administration services for the Woodlea Road Water Reclamation Facility expansion.

**Similar to Mount Dora's WWTP2, this project expanded an existing facility from 1.0 mgd to 3.0 mgd. Upgrading to tertiary treatment to supply reclaimed water, the treatment process provides biological nutrient removal (BNR) of nitrogen through the MLE process utilizing anoxic basins and oxidation ditches.**

The new facility design incorporates the following features:

- An oxidation ditch
- Two clarifiers
- Aerobic digester
- Headworks with mechanical screening and grit removal
- Sludge dewatering facilities
- Effluent pump station
- Three capital re-use distribution lines

The project also required the removal of the 0.75 mgd Caroline Street WWTP from service. This facility was replaced with a pump station to convey all raw wastewater to the newly expanded Woodlea Road facility. Included in this flow diversion was approximately 12,000 linear feet of 16-inch force main. The project also included relocation and upgrades to existing Lift Station #38, tripling its capacity to 4,000 mgd in a 12-foot wet well, and serving to repump the majority of the southern portion of the service area.

**Original/Final Cost:** \$13.2m/\$13.5m

**Change Orders:** 1 Owner Directed  
Change Order \$250,000

**Dates of Service:** 02/2004 - 09/2006

**Capacity:** Existing 1.0 mgd /  
Expansion to 3.0 mgd

**Scope:** Designed for capacity expansion; Oxidation ditch technology; nitrogen removal; permitting; construction administration; WWTP removal & replacement with pump station; lift station upgrades

### Reference:

City of Tavares  
Phil Clark, Plant Manager  
352.742.6485  
pclark@tavares.org



# North Sumter Utility Company Wastewater Treatment Plant, Phase I and Phase II

North Sumter Utility Company | The Villages, FL



**Similar to Mount Dora's WWTP2**

**Halff designed initial, and expanded phases, and added flow equalization and odor control.**



This scope of work for this new plant included final design, preparation of construction plans, permitting, and construction management.

**Similar to Mount Dora's WWTP2, this new 1.50 mgd wastewater treatment plant in The Villages included a subsequent expansion to 2.8 mgd. And, work included master planning all facilities and components for future expansion to ultimate flows.**

The facility utilizes the EIMCO® Carrousel denitIR® Systems biological process, and tertiary treatment is provided, with 100% of acceptable effluent being utilized for irrigation of golf courses.

The plant design consisted of the following major components:

- Headworks with mechanical screening, flow splitting and odor control
- Carrousel denitIR® oxidation ditch with nitrogen reduction
- Circular secondary clarifiers
- Traveling bridge sand filtration
- Disinfection via liquid sodium hypochlorite
- Sludge holding/aeration
- Sludge dewatering via belt filter press
- Lined effluent holding
- Effluent Distribution pumping and backup effluent disposal via RIB's
- Standby power generation system
- Surge tank with surge transfer pumps and odor control

**Original/Final Cost Phase I:** \$8.1m

**Original/Final Cost Phase II:** \$3.3m

**Change Orders:** No Change Orders, Design-Build with GMP

**Dates of Service:** 04/2003 - 08/2007

**Capacity:** New 1.5 mgd / Expansion to 2.8 mgd

**Scope:** New wastewater treatment plant design; Phase I - majority of the plant components; Phase II - surge tank with surge pumping and odor control; dewatering; permitting; construction administration; designed for capacity expansion

**Reference:**

Vikus Water

Trey Arnett, President

352.753.4747

trey.arnett@arnettenvironmental.com

# Little Sumter Utility Company WWTF Expansion, Phase II and Phase III

Little Sumter Utility Company | The Villages, FL



## Similar to Mount Dora's WWTP2

Facility capacity expansion of existing 0.90 mgd to 2.10 mgd, and a subsequent expansion to 3.0 mgd.



This scope of work for the expansion of the existing plant included final design, preparation of construction plans, permitting, and construction management. Similar to Mount Dora's WWTP2, this existing 0.90 mgd facility in The Villages, required expansion to 2.10 mgd, and a subsequent expansion to 3.0 mgd.

The facility utilizes the EIMCO® Carrousel denitIR® Systems biological process, and tertiary treatment is provided, with 100% of acceptable effluent being utilized for irrigation of golf courses.

The plant expansion design consisted of the following major components:

- Design of new headworks with mechanical screening and odor control
- Design of additional denitrification facilities
- Additional oxidation ditch
- Additional filtration facilities
- Additional disinfection facilities
- New sludge dewatering facilities
- Design of additional effluent distribution pumping facilities

**Original/Final Cost Phase II:** \$2.6m

**Original/Final Cost Phase III:** \$4.2m

**Change Orders:** No Change Orders, Design-Build with GMP

**Dates of Service:** 06/2000 - 04/2005

**Capacity:** Existing 0.90 mgd / Expansion to 2.10 mgd / Expansion to 3.0 mgd

**Scope:** Designed for capacity expansion; designed and constructed in two phases; Phase II - expansion from 0.9 mgd to 2.1 mgd; Phase III - expansion to 3.0 mgd; oxidation ditch; nutrient removal; effluent distribution pumping; dewatering; permitting; construction administration

### Reference:

Vikus Water

Trey Arnett, President

352.753.4747

trey.arnett@arnettenvironmental.com

# Mount Dora Wastewater Treatment Facility (WWTF1)

City of Mount Dora | Mount Dora, FL



## Similar to Mount Dora's WWTP2

Intended to increase the treatment capacity from 1.5 mgd to 1.8 mgd and to provide nutrient reduction capability.



The scope of work included design, permitting, bidding and construction administration services for the Mount Dora WWTF1 Upgrade and Improvements project.

CPH provided funding services and assisted with coordinating with the City's selected Construction Manager at Risk (CMAR) to provide a guaranteed maximum price (GMP).

The project included increasing the treatment facility capacity from 1.5 mgd Annual Average Daily Flow (AADF) to 1.8 mgd AADF. Design to convert the existing Lakeside oxidation ditch to parallel 4-stage BNR treatment facility, which would reduce nutrients and add influent equalization storage/pumping. A new 60-foot diameter secondary clarifier #3 and RAS/WAS pump station was designed. The sequencing of the work would allow the facility to stay in service by providing temporary treatment while retrofitting the existing oxidation ditch.

The design included:

- Recycle and Equalization Pump Stations
- Disk Filters
- Blowers
- Chemical Storage/Metering
- Metal Canopy
- Electrical Building
- Diesel Engine Generator
- Electrical
- I&C
- Civil site improvements

**CPH assisted the City in obtaining \$3 million in cost-share grant funding from the St. Johns River Water Management District (SJRWMD), and \$24 million from a Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan (0% financing).**

**Original/Final Cost-Design:** \$1.4m

**Original/Final Cost-Construction:** \$24.6m (GMP provided)

**Change Orders:** 3 for Added Scope During Design)

**Design Dates of Service:** 05/2020 (Covid 19 slowed project down)

**Design and CMAR Dates of Service to Completion:** 02/2023

**Capacity:** AWT-BNR and Increase WWTF from 1.5 mgd-AADF to 1.8 mgd-AADF

**Scope:** Upgrade (new) and Expand Wastewater Treatment Facility

## Reference

City of Mount Dora  
James Kline, Chief Water Treatment Plant Operator  
1250 North Highland Street  
352.735.7151  
KlineJ@CityofMountDora.com



# Palm Coast Membrane Bioreactor (MBR) BNR WWTP No. 2 - Phase I & II

City of Palm Coast | Palm Coast, FL

## Similar to Mount Dora's WWTP2

Design to increase treatment capacity of existing facilities due to accelerated growth in the service area.



CPH has previously provided the City of Palm Coast Master Planning services that prepared the City for the service area growth and wastewater treatment needs. The planning included a phased approach to the design and construction of the proposed improvements and upgrades.

**The expansion project at the Membrane Bioreactor (MBR) BNR WWTP No. 2 will increase MBR treatment capacity from 2.0 mgd to 4.0 mgd.**

Descriptions of the phases are as follows:

**Phase I** - (1) Flow metering systems; (2) Influent headworks structure with mechanical drum screens and grit removal; (3) a 5-Stage Membrane Bioreactor (MBR)/BNR treatment system (two trains)—anaerobic basins, primary anoxic basins, aerobic basins, deoxygenation basins, secondary anoxic basins, and reaeration basins; (4) process control equipment; (5) flow equalization to reduce the required membrane surface area and enhance the effectiveness the biological processes (6) fine and coarse bubble aeration systems; (7) internal recycle pumping systems; (8) submersible mixing systems; (9) membrane modules with flat plate membrane panels for the MBR tanks as well as cleaning and backwashing systems; (10) chlorine contact chambers; (11) a transfer pump station; (12) a 2.0 MG ground storage tank; (13) a reject/percolation pond; (14) chemical and supplemental carbon storage/handling facilities; (15) sludge holding/treatment tanks; (16) sludge dewatering facilities; (17) electrical, controls, instrumentation and SCADA improvements; (18) yard piping; (19) stormwater management system improvements; (20) roadway improvements; (21) reclaimed water distribution pump station; and (22) various buildings and miscellaneous infrastructure.

**Phase II** - This part of the project includes the design of the MBR plant expansion from 2.0 mgd to 4.0 mgd to meet the projected demand.

**Original/Final Cost:** \$43.1m

**Change Orders:** None

**Dates of Service:** 2021-TBD

**Capacity:** Expansion to 4.0 mgd

**Scope:** Design to increase MBR treatment from 2.0 mgd to 4.0 mgd

## Reference

City of Palm Coast  
Steve Flanagan, Utility Director  
386.986.2354  
sflanagan@palmcoastgov.com



# Volusia South East Regional Water Reclamation Facility Improvements

Volusia County | Volusia County, FL

## Similar to Mount Dora's WWTP2

Improvements at the SEWRF include influent structure with mechanical barscreens, anaerobic/anoxic equalization basin and BNR treatment trains.



**Original/Final Cost:** \$43.1m

**Change Orders:** No change orders

**Dates of Service:** 2021-TBD

**Capacity:** Expansion to 3.0 mgd

**Scope:** Internal plant improvements and increased treatment capacity up to 3.0 mgd through phasing

## Reference

Volusia County Water Resources & Utilities

Michael Ulrich, Director  
386.943.7027 Ext 12724  
mulrich@Volusia.org



CPH, as a sub-consultant, is providing process engineering, septage system design, funding assistance, and plant optimization for Volusia County's Southeast Regional Water Reclamation Facility (SEWRF). **The project includes modifying the existing Orbal System to a new BNR system as well as expansion from 0.60 Average Annual Daily Flow (AADF) to 1.20 mgd AADF with potential future expansion capacity capabilities in the range of 2.5 to 3.0 mgd AADF.** For consistency of operations CPH worked with the County to develop a standardized approach to the County's treatment plants, which includes converting the Orbal System to a 5-Stage BNR process to meet AWT criteria, providing Class I reliability, and mirroring the processes already in place at the County's South West Regional Water Reclamation Facility (SWRWRF), previously designed by CPH.

**Improvements at the SEWRF include influent structure with mechanical barscreens, and an anaerobic/anoxic equalization basin followed by three BNR treatment trains. Each treatment train consists of primary anoxic, aerobic, and secondary anoxic basins.** The Mixed Liquor Suspended Solids (MLSS) from the three treatment trains are conveyed to a common reaeration basin prior to secondary clarification, tertiary filtration, and high-level disinfection.

A high-quality reclaimed water/effluent is produced at the facility that is low in Total Nitrogen (TN) and Total Phosphorus (TP) and meets AWT criteria. Additional infrastructure at the SERWRF facility includes the following:

- Two secondary clarifiers and integral Return Activated Sludge (RAS)/Waste
- Activated Sludge (WAS) pumping station
- A tertiary filtration system consisting of disc filter units
- High-level disinfection using sodium hypochlorite
- Effluent transfer pump station
- Reclaimed water storage tanks and distribution pump station
- On-site and off-site Rapid Infiltration Basins (RIBs)
- Sludge treatment system consisting of aerobic digestion and dewatering (Belt Filter Press)
- Stand-by emergency generator system

This project also includes the addition of a septage receiving station at the SERWRF to potentially provide a regional solution to the septage issues in this portion of Volusia County and within the North Coastal Basin of the Indian River Lagoon. The initial system will be designed to receive an estimated minimum of 60,000 gpd (gallions per day) with capabilities of being expanded to receive 120,000 gpd. The septage includes the following improvements: septage receiving station; metering system; and pumping system to convey the material to the SERWRF treatment process.

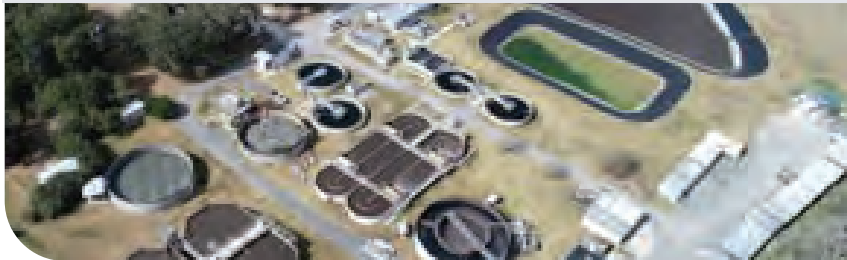
## Wildwood Water Reclamation Facility (WRF) BNR Improvements and Expansion

The City of Wildwood | Wildwood, FL



### Similar to Mount Dora's WWTP2

Growth-driven capacity treatment increase from 3.55 mgd to 8.0 mgd with assistance in obtaining funding the construction of the project, including utility bond report.



CPH generated a detailed Conceptual Design Report (CDR) for the improvements required to maintain the existing water reclamation facility (WRF) and develop a plan for the future wastewater and reclaimed water demand in the service area. With the unique knowledge base of the CPH team and because of the accelerated growth occurring within the City and local area, the CDR was completed in an expeditious manner. The CPH team evaluated 42 potential nutrient removal technologies with respect to reducing the total nitrogen (TN) and total phosphorus (TP) in the reclaimed water. The CDR identified the recommended long-term nutrient removal system improvements required, short-term/interim improvements to the existing treatment facility, and a conceptual layout of the proposed improvements for a new 8.0 mgd WRF. The CDR was approved.

### CPH completed the Design Phase of the proposed improvement to the existing Wildwood WRF, and currently designing the new 8.0 mgd BNR advanced wastewater treatment (AWT) WRF.

The short-term/interim improvements to the existing Wildwood WRF include: (1) modifications to the existing flow equalization basin pump station; (2) conversion of the oxidation ditches from a series to a parallel operational configuration; (3) piping and valving system modifications; (4) resolution of existing hydraulic and operational issues that currently exist at the facility; (5) resolution of wastewater treatment capacity issues; and (6) installation of a new sludge dewatering system.

Improvements to existing facilities have been constructed by a CMAR contractor. The long-term solution involves the construction of a new 8.0 mgd AWT facility, on the City-owned property to the west of the existing facility, which will generate a high-quality reclaimed water that is low in nutrients. The proposed improvements include: (1) a high efficiency screening system; (2) master lift station; (3) a future grit removal (HeadCell) system; (4) a 5-Stage Bardenpho BNR treatment process; (5) secondary clarification system; (6) a tertiary filtration system (disc filters); (7) a high-level disinfection system; (8) effluent pumping; (9) an aerobic-facultative digestion system; (10) electrical/controls/ instrumentation and SCADA improvements; (11) facility buildings; and (12) a looped roadway system. The new AWT BNR WRF will confirm that growth within the City's wastewater management system service area is not limited, will meet current and future regulatory requirements, provide Class I Reliability, and meet BNR and AWT standards. The new BNR AWT WRF have been constructed in a phased-approach to better match growth within the wastewater management system service area and minimize capital expenditures. CPH is currently assisting the City with funding including FDEP SRF and potential bonding needs.

**Original/Final Cost:** \$2.6m

**Change Orders:** No Change Orders to Date (Design Only)

**Dates of Service:** 2023-2026 (estimated)

**Capacity:** Expansion to 8.0 mgd

**Scope:** New 8.0 mgd WWTP design to replace existing 3.55 mgd WWTP oxidation ditches; permitting; construction administration coordination with CMAR of the project.

### Reference:

City of Wildwood  
Jason F. McHugh, City Manager  
352.330.1332  
jmchugh@wildwood-fl.gov



## VIII. Required Forms

### 1. PROPOSERS CHECKLIST

#### PROPOSER CHECK LIST

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

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

- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda has been signed and included.
- ☒ The Bid will be electronically delivered in time to be received no later than the specified due date of June 10, 2024 and time of 2pm. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Halff Associates, Inc.  
 Company  
  
 Authorized Signature

Rob Ern, PE, DBIA, Vice President  
 Printed Name & Title

rem@halff.com  
 Email

902 N. Sinclair Avenue  
 Address  
 Tavares, Florida 32778  
 City, State, Zip Code

O: 352.557.9220 | C: 352.267.4437  
 Telephone No.

N/A  
 Fax No.

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION



## 2. CONFLICT OF INTEREST AFFIDAVIT

### CONFLICT OF INTEREST AFFIDAVIT

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

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Halff Associates Inc.  
Company

902 N. Sinclair Avenue  
Address

  
Authorized Signature

Tavares, Florida 32778  
City, State, Zip Code

Rob Ern, PE, DBIA, Vice President  
Printed Name & Title

O: 352.557.9220 | C: 352.267.4437  
Telephone No.

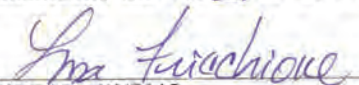
ern@halff.com  
Email

N/A  
Fax No.

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Rob Ern, as Vice President, of Halff Associates Inc. who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this 10<sup>th</sup> day of June, 2024.

(stamp)

  
NOTARY PUBLIC



RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION

### 3. F.S.S SECTION 287.138 CERTIFICATION

#### FLORIDA STATUTES, SECTION 287.138 CERTIFICATION

I, \_\_\_\_\_ (person) Rob Ern, PE, DBIA \_\_\_\_\_, as the \_\_\_\_\_ (title) Vice President \_\_\_\_\_ of \_\_\_\_\_ (entity) Halff Associates, Inc. \_\_\_\_\_, do hereby certify that \_\_\_\_\_ (entity) Halff Associates, Inc. : (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

  
Print: Rob Ern, PE, DBIA  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Rob Ern, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this 10<sup>th</sup> day of June, 2024.

(stamp)

  
NOTARY PUBLIC, State of Florida



RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION

## 4. GRANT FUNDING COMPLIANCE FORM

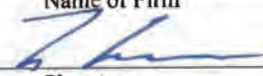
### GRANT FUNDING COMPLIANCE STATEMENT AND CERTIFICATION

Professional Consultant Services  
Project Name: WWTP 2 Expansion Project Number: RFQ# 24-UT-012  
Project Location: City of Mount Dora

### CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ# 24-UT-012.

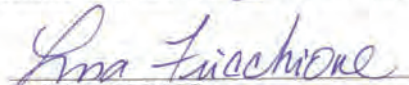
Dated this 10th day of June, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation RFQ# 24-UT-012

Halff Associates, Inc.  
Name of Firm  
  
Signature  
Rob Ern, PE, DBIA  
Printed Name  
Vice President Title

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Rob Ern, as Vice President, of Halff Associates Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced as identification, and who did not take an oath this 10th day of June, 2024.

(stamp)

  
NOTARY PUBLIC



RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION



## 5. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LIST

### VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS PURSUANT TO FLORIDA STATUTES, SECTION 187.135

Respondent Vendor Name: Halff Associates, Inc.

Name of Company: Halff Associates, Inc.

FEIN: 75-1308699

Authorized Representative's Name and Title:

Rob Ern, PE, DBIA, Vice President

Address: 902 N. Sinclair Avenue, Tavares, Florida 32778

Phone Number: 352.557.9220

Email Address: rem@halff.com

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

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

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

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

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: 

Authorized Signature

Print Name: Rob Ern, PE, DBIA

Print Title: Vice President

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION



## 7. DECLARATION STATEMENT

### DECLARATION STATEMENT

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

**RE: RFQ NO. 24-UT-012, "Professional Consulting Services – WWTP 2 Expansion"**

Dear Mayor and Council Members:

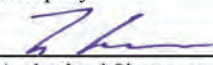
The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-UT-012**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 10th day of June, 2024, in the City of Tavares, in the State of Florida.

Halff Associates, Inc.  
Company

  
Authorized Signature

Rob Ern, PE, DBIA, Vice President  
Printed Name & Title

rem@halff.com  
Email

902 N. Sinclair Avenue  
Address

Tavares, Florida 32778  
City, State, Zip Code

O: 352.557.9220 | C: 352.267.4437  
Telephone No.

N/A  
Fax No.

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION

## 8. INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora  
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the RFQ Number and **TITLE**

#### =====

#### PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

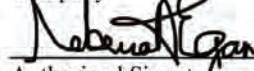
We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Greyling Insurance Brokerage/EPIC

3780 Mansell Rd., Ste. 370

Company

Address



Alpharetta, GA 30022

Authorized Signature

City, State, Zip Code

Rebecca Egan, Assistant Manager/Certificates

770-552-4225

Printed Name & Title

Telephone No.

greylingcerts@greyling.com

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION

### INSURANCE REQUIREMENTS (Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora  
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the RFQ Number and **TITLE**

=====

#### PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

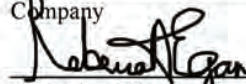
We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Greyling Insurance Brokerage/EPIC

3780 Mansell Rd., Ste. 370

Company

Address



Alpharetta, GA 30022

Authorized Signature

City, State, Zip Code

Rebecca Egan, Assistant Manager/Certificates

770-552-4225

Printed Name & Title

Telephone No.

greylingcerts@greyling.com

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION

## 9. DRUG FREE WORKPLACE CERTIFICATION

### DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

☒ YES  
☐ NO

Half Associates, Inc.

Company

Authorized Signature

Rob Ern, PE, DBIA, Vice President

Printed Name & Title

ern@halff.com

Email

902 N. Sinclair Avenue

Address

Tavares, Florida 32778

City, State, Zip Code

O: 352.557.9220 | C: 352.267.4437

Telephone No.

N/A

Fax No.

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION



## 10. NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

### NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of Florida

County of Leon

Rob Ern, PE, DBIA, being first duly sworn, deposes and says that:

I am the Vice President of Halff Associates, Inc., (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-UT-012.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-UT-012, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-UT-012, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-UT-012 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Halff Associates, Inc.  
Company

902 N. Sinclair Avenue  
Address

  
Authorized Signature

Tavares, Florida 32778  
City, State, Zip Code

Rob Ern, PE, DBIA, Vice President  
Printed Name & Title

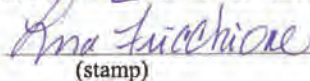
O: 352.557.9220 | C: 352.267.4437  
Telephone No.

rem@halff.com  
Email

N/A  
Fax No.

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Rob Ern, as Vice President, of Halff Associates, Inc. who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this 10<sup>th</sup> day of June, 2024.

  
(stamp)

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION

NOTARY PUBLIC



## 11. ACKNOWLEDGEMENTS

### ACKNOWLEDGEMENTS

#### RFQ #24-UT-012 "Professional Consulting Services – WWTP 2 Expansion"

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

Rob Ern, PE, DBIA, Vice President (Proposer) guarantees its Response to RFQ #24-UT-012 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this 3rd day of June, 2024  
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,  
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer/Employer Identification Number (TIN/EIN): \_\_\_\_\_

#### CORPORATION

By:  / Rob Ern, PE, DBIA  
(Signature) (Print name)

Address: 902 N. Sinclair Avenue, Tavares, Florida 32778

Corporate Address: 1201 N. Bowser Road, Richardson, TX 75081

\_\_\_\_\_

Telephone: ( 352 ) 557-9220 Fax: (\_\_\_\_) N/A

Taxpayer/Employer Identification Number (TIN/EIN): 75-1308699

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION

State of Incorporation:

Corporate President: Jessica Baker Daily, PE, CFM, PMP  
(Print Name)Corporate Secretary: Jill S. Martin, Esq.  
(Print Name)Corporate Treasurer: N/A  
(Print Name)

CORPORATE SEAL

Attest By: Jill S. Martin, Esq  
SecretarySignature:  Date: June 5, 2024

Remainder of Page Intentionally Left Blank

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION



## 12. COMPLIANCE WITH PUBLIC RECORDS LAW



**CITY OF  
MOUNT  
DORA**

**COMPLIANCE WITH THE PUBLIC RECORDS LAW  
RFQ #24-UT-012**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: Halff Associates, Inc.

Authorized representative (printed): Rob Ern, PE, DBIA, Vice President

Authorized representative (signature): [Signature]

**STATE OF FLORIDA  
COUNTY OF Leon**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Rob Ern, as Vice President, of Halff Associates, Inc. who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this 10<sup>th</sup> day of June, 2024.

[Signature]  
NOTARY PUBLIC



RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION



## 13. REFERENCES FORM

### REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described, excluding the City of Mount Dora, in this Qualification for five (5) years or more within the last five (5) years. On a separate sheet, state the service performed, size of the project, and the final or anticipated construction cost for the project. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Vikus Water  
 Address: 1038 Lake Sumter Landing, The Villages, FL 32162  
 Point of Contact: Trey Arnett, P.E. (Village Community Development Districts(GPU))  
 Phone #: 352.753.4747 Email address: Trey.Arnett@VikusWater.com  
 Service(s) Provided: Gibson Place Utility Company Wastewater Treatment Plant, Phase I and Phase II (see page 108)  
New wastewater treatment plant design; oxidation ditch; nitrogen removal; permitting; construction administration; designed for capacity expansion  
 Dates of Service: \_\_\_\_\_
2. Name of Company: City of Umatilla  
 Address: P.O. Box 2286, 1 South Central, Umatilla, FL 32784  
 Point of Contact: Aaron Mercer, MPA, AICP, Director of Development and Public Services  
 Phone #: 352.669.1539 Email address: amercer@umatillafl.org  
 Service(s) Provided: City of Umatilla Water Treatment Plant Expansion #1 (see page 109)  
Surveying; final design; permitting; bidding assistance; construction management  
 Dates of Service: \_\_\_\_\_
3. Name of Company: City of Clermont  
 Address: 400 12th Street, Clermont, FL 34711  
 Point of Contact: Stoney Brunson, Public Services Director  
 Phone #: 352.394.7177 Email address: sbrunson@clermontfl.org  
 Service(s) Provided: Sunburst Lane Water Treatment Plant Improvements (see page 110)  
Project administration; surveying; environmental and geotechnical investigations; final design; permitting; bidding assistance; construction administration; water treatment system design; regulatory permitting; geotechnical support; plans preparation; design of system components  
 Dates of Service: \_\_\_\_\_
4. Name of Company: City of Leesburg  
 Address: 501 West Meadow Street, PO Box 490630, Leesburg, FL 34749  
 Point of Contact: Clifford Kelsey, Public Works Director  
 Phone #: 352.435.9442 Email address: Cliff.Kelsey@leesburgflorida.gov  
 Service(s) Provided: Plantation Water Treatment Plant Phase 1 (see page 111)  
Water treatment system design; regulatory permitting; geotechnical support; plans preparation; design of system components  
 Dates of Service: \_\_\_\_\_

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION

# Gibson Place Utility Company Wastewater Treatment Plant, Phase I and Phase II

Gibson Place Utility Company | The Villages, FL



The treatment process provides biological removal of nitrogen through a Modified Ludzack-Ettinger (MLE) process utilizing anoxic basins and oxidation ditches. The Gibson Place Utility Company WWTP is a 2.0 mgd advanced wastewater treatment plant recently completed to serve The Villages, and the design for Phase 2 improvements are complete. Similar to Mount Dora's WWTP2 capacity needs, this plant is being designed for easy expansion to 4.0 mgd. **Halff is providing design, permitting, and construction administration services.**

**And, like Mount Dora's WWTP2, there is an emergent need for capacity expansion due to development commitments for the area, this project is fast-tracked for The Villages due to the rapid pace of development (nearly 4,000 homes are constructed annually).**

Halff started the Phase II design when Phase I was nearing completion to accommodate the fast-tracked schedule. The WWTP consists of:

- Headworks with fine screening
- Equalization/surge basin with jet aeration mixing
- Five-stage Bardenpho biological process for nitrogen and phosphorus removal (Ovivo® Oxidation Ditch)
- Secondary clarification
- Disc filtration
- Disinfection utilizing chlorine gas
- Reclaimed water storage and high service pumping
- Rapid infiltration basins for wet weather disposal

**Relevancy:** New wastewater treatment plant design; oxidation ditch; nitrogen removal; permitting; construction administration; designed for capacity expansion

**Completed:** Phase I: 03/2021 - 11/2023 / Phase II: 06/2023 - 03/2025 (estimated)

**Cost:** \$Phase I: \$48m / Phase II: \$21m

**Size:** New 2.0 mgd / Expansion to 4.0 mgd

## Key Staff

Rob Ern, Jr., PE, DBIA, Chris Williams, Ray Jones, PE, Steve Bailey, PE

## Reference:

Vikus Water  
Trey Arnett, President  
352.753.4747  
trey.arnett@arnettenvironmental.com

# City of Umatilla Water Treatment Plant Expansion #1

City of Umatilla | Umatilla, FL



Halff provided survey, final design, permitting, bidding and construction management for the City of Umatilla's WTP #1 Expansion.

The scope of the work included the construction of a new ground storage tank, addition of an altitude valve to the existing elevated storage tank, replacement of three vertical turbine can pumps with three new split case horizontal pumps, replacement of the existing fluoride feed system, addition of a new flow-paced post-chlorination system, electrical and controls improvements, modifications to the existing building to accommodate the electrical improvements, new yard piping and new site work including drainage.

Services included necessary permit applications, construction specifications and bid documents, and provided project bidding and construction oversight.



**Relevancy:** Surveying; final design; permitting; bidding assistance; construction management

**Completed:** 2017

**Cost:** \$1,458,100

**Size:** 3 mg

## Key Staff

Rob Ern, Jr., PE, DBIA, Troy Mitchell, PE, Chris Williams, Steve Bailey, PE

## Reference

Stoney Brunson  
City of Clermont  
Public Services Director  
sbrunson@clermontfl.org  
352.394.7177



# Sunburst Lane Water Treatment Plant Improvements

City of Clermont | Clermont, FL



The City of Clermont's Sunburst Lane WTP was originally constructed with source water supplied from several Upper Florida wells. Modifications to the City's SJRWMD Consumptive Use Permit have required the City to begin the conversion to utilizing water from the Lower Floridan aquifer as it's new source water. Additional finished water storage is also being provided as part of the project.

The project included the construction of two new well houses, installation of new well pumps for the Lower Floridan wells, construction of a new 3.0 MG ground storage tank, pH adjustment system, and yard piping modifications.

Services provided include:

- Project administration services
- Surveying
- Environmental and geotechnical investigations
- Final design
- Permitting
- Bidding assistance
- Construction administration services

**Relevancy:** Project administration; surveying; environmental and geotechnical investigations; final design; permitting; bidding assistance; construction administration; water treatment system design; regulatory permitting; geotechnical support, plans preparation; design of system components

**Completed:** Ongoing/2025

**Cost:** \$6,946,700

**Size:** 3 mg

## Key Staff

Rob Ern, Jr., PE, DBIA, Chris Williams, Suzanne Osborne, PSM, Drew Sanders, Steve Bailey, PE

## Reference

Stoney Brunson  
City of Clermont  
Public Services Director  
sbrunson@clermontfl.org  
352.394.7177



# Plantation Water Treatment Plant Phase 1

City of Leesburg | Leesburg, FL



Halff completed a basis of design study to determine plant expansion needs, and provided preliminary and final engineering design and permitting for this plant expansion.

Three existing potable wells were utilized, but the remainder of the former facility was demolished. A new facility was constructed at a location approximately ¼ mile from the original site. Raw water is conveyed to the new site via a new raw water main where it is treated, stored and pumped into the distribution system.

The new plant consists of:

- 800,000 gallon ground storage tank with aeration
- Two vertical turbine VFD-controlled high service pumps
- Two VFD-controlled vertical turbine jockey pumps
- Liquid chlorination facilities
- Standby power facilities and related electrical, controls
- SCADA upgrades
- New, high-service pumping station building houses all facilities

**Relevancy:** Water treatment system design; regulatory permitting; geotechnical support; plans preparation; design of system components

**Completed:** 2017

**Cost:** \$6,946,700

**Size:** 3 mg

## Key Staff

Rob Ern, Jr., PE, DBIA, Chris Williams, Ray Jones, PE, Steve Bailey, PE

## Reference

Cliff Kelsey  
City of Leesburg  
cliff.kelsey@leesburgflorida.gov  
352.435.9442

## 14. PUBLIC ENTITY CRIMES STATEMENT

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

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Rob Ern, PE, DBIA [NAME] as the Vice President [TITLE] of Halff Associates, Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 75-1308699 .
2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Florida Statutes, Section 287.133(1)(a), means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).  
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION



## 14. PUBLIC ENTITY CRIMES STATEMENT

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

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Rob Ern, PE, DBIA [NAME] as the Vice President [TITLE] of Halff Associates, Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 75-1308699 .
2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Florida Statutes, Section 287.133(1)(a), means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).  
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES- WWTP 2 EXPANSION

partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

  
(Signature)

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Bob Ern, as Vice President, of BB Associates, Inc. who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this 10th day of June, 2024.

(stamp)

  
NOTARY PUBLIC





## 15. FIRM INFORMATION

### FIRM INFORMATION

Firm is a:

- ( ☒ ) Corporation  
( ☐ ) Partnership  
( ☐ ) Sole Proprietorship  
( ☐ ) Other \_\_\_\_\_ (Explain)

Federal Employer Identification Number: 75-1308699

Firm Name: Halff Associates, Inc.

Mailing Address: 902 N. Sinclair Avenue, Tavares, FL 32778

Telephone No.: 352.557.9220 Fax No.: N/A

Email Address: rem@halff.com Web Address: www.halff.com

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

Firm Name: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Submitted by:  \_\_\_\_\_

Name & Title Printed: Rob Ern, PE, DBIA, Vice President

## 16. SUB-CONSULTANT LISTING

### RFQ #24-UT-012 SUB-CONSULTANT LISTING

Provide a name, and address of all sub-consultants that have the potential to work on this project

Sub-Consultant:

Phone Number:

Andreyev Engineering | 4055 St. Johns Parkway Sanford, Florida 32771 | 407.588.0690

Bailey Engineering Consultants | 10620 Griffin Road, Ste 202, Cooper City, FL 33328 | 561.252.1304

CPH Consulting, LLC | 1117 East Robinson Street, Orlando, FL 32801 | 407.425.0452

V&A Consulting Engineers, Inc. | 9040 Town Centre Parkway, Lakewood Ranch, FL 34202 | 941.259.0941

## 17. COMPLETED W9

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|------------------------|---|---|---|---|---|--|--|--|---|---|---|---|---|---|---|---|---|--------------------------------------|--|--|--|--|--|--|--|--|
| <b>Form W-9</b><br>(Rev. October 2018)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Request for Taxpayer Identification Number and Certification</b><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Give Form to the requester. Do not send to the IRS.</b> |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Halff Associates, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| Print or type.<br>See Specific Instructions on page 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate                                                                                                                                                                                                                                                                                                                                                                                   |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> 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. |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Other (see instructions) ▶ _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>PO Box 4897, Dept 331</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Requester's name and address (optional)                    |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| 6 City, state, and ZIP code<br><b>Houston, TX 77210</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| <b>Part I Taxpayer Identification Number (TIN)</b><br>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 <i>How to get a TIN</i> , later.<br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 33.33%; text-align: center;">7</td> <td style="width: 33.33%; text-align: center;">5</td> <td style="width: 33.33%; text-align: center;">-</td> <td style="width: 33.33%; text-align: center;">1</td> <td style="width: 33.33%; text-align: center;">3</td> <td style="width: 33.33%; text-align: center;">0</td> <td style="width: 33.33%; text-align: center;">8</td> <td style="width: 33.33%; text-align: center;">6</td> <td style="width: 33.33%; text-align: center;">9</td> </tr> <tr> <td colspan="9" style="text-align: center;">or<br/>Employer identification number</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            | Social security number |   |   |   |   |   |  |  |  | 7 | 5 | - | 1 | 3 | 0 | 8 | 6 | 9 | or<br>Employer identification number |  |  |  |  |  |  |  |  |
| Social security number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | -                                                          | 1                      | 3 | 0 | 8 | 6 | 9 |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| or<br>Employer identification number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br>1. 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<br>2. 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<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><b>Certification instructions.</b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| <b>Sign Here</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Signature of U.S. person ▶                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Date ▶ <b>01/01/2024</b>                                   |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><b>Purpose of Form</b><br>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. <ul style="list-style-type: none"> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.<br><i>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.</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |
| Cat. No. 10231X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Form <b>W-9</b> (Rev. 10-2018)                             |                        |   |   |   |   |   |  |  |  |   |   |   |   |   |   |   |   |   |                                      |  |  |  |  |  |  |  |  |

## 19. ADDENDUM #1

**RFQ #24-UT-012  
“Professional Consultant Services- WWTP 2 Expansion”**

**CITY OF MOUNT DORA  
ADDENDUM #1**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ #24-UT-012 “Professional Consultant Services- WWTP 2 Expansion”** for the above as fully and completely as if, the same were fully set forth therein.

**PLEASE BE ADVISED OF THE FOLLOWING CLARIFICATIONS OR QUESTIONS AND ANSWERS.**

**Clarifications:**

**Under required forms on page 21 of the RFQ, number 18. Labels, does not apply and is not required.**

**Under the response format starting on page 17 (Section K.5) Tab VIII is now tab VII and tab IX is now tab VIII.**

**Section 5- (K) on page 11-**

**Currently reads as:**

Each Proposer must submit, with their bid/proposal, the required signed contract/agreement and all forms included in this RFQ. Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

**Now reads as:**

**Each Proposer must submit, with their bid/proposal, all forms included in this RFQ.** Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is submitting as a primary, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

**Section 2- (G) on page 9-**

**Currently reads as:**

To be considered, the Respondent must meet the minimum qualifications as listed below:

- Certification:

RFQ# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES WWTP 2 EXPANSION



The qualifying firm or individual must be appropriately licensed, for the requested engineering services, in the State of Florida and must be FDOT pre-qualified for the services listed under each group proposed.

- General Experience:

At least five (5) years of professional experience in performing the services described above.

- Local Government Experience:

At least five (5) years of recent experience in performing services described above to one (1) or more local government agencies is preferred.

**Now reads as:**

To be considered, the Respondent must meet the minimum qualifications as listed below:

- Licenses:

The qualifying firm shall be appropriately licensed, for the requested engineering services, in the State of Florida. The license(s) shall be up to date and in good standing.

- General Experience:

The consulting firm shall have at least five (5) years of experience in performing wastewater treatment plant designs and expansion of 1.5 million gallons per day or greater.

- Local Government Experience:

The consulting firm shall have at least five (5) years of experience in performing services, as described in the scope of work, for one (1) or more local government agencies.

- The consulting firm shall have sufficient resources to complete the project in a professional and timely manner.

Remainder of page left blank intentionally

RFP# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES WWTP 2 EXPANSION

#### Questions and Answers:

**Q1. Would it be possible to schedule a site visit at WWTP #2 to give submitters the opportunity to tour the facility prior to making submittal?**

**A1. A site visit will be held on May 29, 2024 at 9:30 AM EST and will last 30 minutes. A designated staff member will provide escort through the plant. Escort will not answer questions or participate in any discussion related to this project.**

**Please send the name of the representative(s) that will attend from your firm to Whitney Donovan, [donovanw@mountdora.gov](mailto:donovanw@mountdora.gov), by May 28, 2024 at 4:00 PM EST. Only the individuals scheduled will be granted entry to the site with proper identification.**

**Q2. RFQ page 11, paragraph H) Indemnity: Under the General Terms and Conditions, Section H, Indemnity, would the City please confirm the indemnity requirements included in the final Agreement will mirror Florida Statute 725.08?**

**A2. Yes.**

**Q3. RFQ page 9, Paragraph 4) TERMS AND CONDITIONS OF CONTRACT: Would the City please provide a sample contract?**

**A3. The City does not have a sample contracts. They are all “custom” drafted based on the project and solicitation requirements. The awarded consultant will receive a contract for review once the applicable draft is available**

**Q4. Page 21, Section 7, Required Forms – Please provide the form 18. Labels, if required.**

**A4. The form itself is included in the solicitation on page 29 of the PDF version. Please see clarification.**

**Q5. Page 18, Section 6, K. 5 Response Format –Are Tabs VIII and IX numbered correctly, or should they be in numerical order?**

**A5. Please see clarification.**

**Q6. The RFQ states in Section 5(K) that the required signed contract/agreement must be submitted with the proposal and forms, but there was no contract or agreement included with the RFQ, does this still need to be included with the proposal and forms?**

**A6. See A3.**

**Q7. Will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions?**

**A7. Yes.**

**Q8. What is the anticipated construction budget?**

RFP# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES WWTP 2 EXPANSION

**A8. The construction services for this project have not been budgeted yet.**

**Q9. Has the City established a funding source?**

**A9. No.**

**Q10. Is the City currently partnering with an entity to apply for financial assistance through funding agencies?**

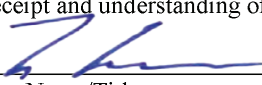
**A10. No.**

**Q11. Page 9, Section 2, G. Engineer Minimum Qualifications - Must the firm be FDOT pre-qualified for the services proposed in each group, or is there an error?**

**A11. Please see clarification.**

~~~~~  
~~~~~  
Signature acknowledges receipt and understanding of this Addendum.

Rob Ern, PE, DBIA

  
\_\_\_\_\_  
Name/Title

June 10, 2024

\_\_\_\_\_  
Date

RFP# 24-UT-012 PROFESSIONAL CONSULTANT SERVICES WWTP 2 EXPANSION



We improve lives and communities  
by turning ideas into reality.



**Exhibit “C”**  
**Halff Associates, Inc.’s 2024 Engineering Labor Rates (FL)**



**Halff Associates, Inc.  
2024 Engineering Labor Rates (FL)**

| <b>Labor Categories</b>                | <b>Hourly Rate</b> |
|----------------------------------------|--------------------|
| <b><u>Engineers</u></b>                |                    |
| Principal/Officer                      | \$360              |
| Engineer V                             | \$290              |
| Engineer IV                            | \$220              |
| Engineer III                           | \$190              |
| Engineer II                            | \$155              |
| Engineer I                             | \$130              |
| Tech V                                 | \$180              |
| Tech IV                                | \$150              |
| Tech III                               | \$125              |
| Tech II                                | \$100              |
| Project Coordinator                    | \$95               |
| CEI Inspector                          | \$100              |
| <b><u>Surveyors</u></b>                |                    |
| Sr. RPLS/PSM                           | \$245              |
| RPLS/PSM                               | \$185              |
| Survey/Geospatial Manager              | \$185              |
| Sr. Survey Tech/Sr. GSP Tech/SIT       | \$135              |
| Survey Tech/GSP Tech                   | \$105              |
| 3-Man Survey Crew                      | \$265              |
| 2-Man Survey Crew                      | \$200              |
| 1-Man Survey Crew                      | \$130              |
| Clerical                               | \$90               |
| 1-Man Terrestrial HDS Crew (*)         | \$255              |
| 2-Man Terrestrial HDS Crew (*)         | \$350              |
| FAA 107 UAS Pilot (*)                  | \$260              |
| <b><u>Mobilization Fee</u></b>         |                    |
| UAS LiDAR Phoenix (daily rate)         | \$2,500            |
| MX9 Mobile LiDAR (daily rate)          | \$3,200            |
| <b><u>Environmental Scientists</u></b> |                    |
| Scientist V                            | \$360              |
| Scientist IV                           | \$240              |
| Scientist III                          | \$190              |
| Scientist II                           | \$145              |
| Scientist I                            | \$100              |
| <b><u>Landscape Architects</u></b>     |                    |
| Landscape/Planner V                    | \$360              |
| Landscape/Planner IV                   | \$230              |
| Landscape/Planner III                  | \$170              |
| Landscape/Planner II                   | \$135              |
| Landscape/Planner I                    | \$100              |

**Notes:**

1 – Per Diem (Meals): \$59/day

2 - All other direct costs (ODC), such as materials, subcontractors, deed research, or hotels will be billed at cost plus 10%.

3 – Current IRS Mileage is \$0.67 per mile

4- These rates are subject to change and review once a year

(\*) Includes Mobilization Fee



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

---

**DATE:** July 16, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of the Agreement Between the School Board of Lake County and the City of Mount Dora for the School Resource Officer (SRO) Program

---

**Introduction:**

This is a request for Council to approve an agreement between the School Board of Lake County and the City of Mount Dora for the School Resource Officer (SRO) Program.

**Discussion:**

School Resource Officers fulfill a variety of roles in the schools and their community. They assist schools with maintaining a safe and secure environment for the students and employees; they prevent and respond to school-based crimes, and they build positive and lifelong relationships between students and employees.

The City of Mount Dora and the Mount Dora Police Department provide School Resource Officers for three schools; Triangle Elementary, Mount Dora Middle and Mount Dora High School.

- Triangle Elementary School is located at 1707 Eudora Road. The school provides for pre-kindergarten through fifth grade. The student population is approximately 750 students.
- Mount Dora Middle School is located at 1405 Lincoln Avenue. The school provides for sixth grade through eighth grade. The student population is approximately 900 students.
- Mount Dora High School is located at 700 N Highland Street. The school provides for ninth through twelfth grade. The student population is approximately 1450 students.

As discussed, the primary role of the School Resource Officers is to provide for the safety and security of the students and staff, and build positive and lasting relationships with the students and employees. This requires that our School Resource Officers have specialized School Resource Officer training, Crises Intervention Training (CIT) and ongoing active assailant training.

The National Association of School Resource Officers (NASRO) recommends a School Resource Officer to student ratio of one School Resource Officer per 1000 students. In following the recommendations of NASRO, the Mount Dora Police Department recommends we place one School Resource Officer at Triangle Elementary, one School Resource Officer at Mount Dora Middle and two School Resource Officers at Mount Dora High School. The second School Resource Officer at Mount Dora High School will primarily be assigned to the high school; however, they will also perform as the supervisor for all three School Resource Officers, providing necessary supervisory oversight when managing the range of conflicts faced by our School Resource Officers.

A typical Mount Dora School Resource Officer works 2,080 hours per year as a full-time Mount Dora Police Officer. The School Board of Lake County has agreed to reimburse the City of Mount Dora for the salary and benefits of actual hours worked, beginning August 12, 2024 to May 2025. It is estimated that each School Resource Officer will work 1,488 reimbursable hours during the course of the school year. (The remaining 592 hours of a School Resource Officer's annual work hours will be spent on required annual training, community relations projects, vacations, and filling vacancies on the various police patrol squads.)

In following the established practice of providing on-site law enforcement for our community-based public schools, it is recommended that Council approves the Agreement Between the School Board of Lake County and the City of Mount Dora for the Mount Dora Police Department's School Resource Officer Program.

**Budget Impact:**

The estimated annual salary and benefits of three Police Officers and one Police Corporal is \$339,658.00. The School Board of Lake County has agreed to reimburse the City of Mount Dora an estimated \$242,986.00. The difference between the estimated salary and benefits and the estimated reimbursement is \$96,672.00.

**Strategic Impact:**

Public safety

**Recommendation:**

Council approval of the agreement between the School Board of Lake County and the City of Mount Dora for the School Resource Officer (SRO) Program.

**Attachment(s):**

1. LCPS and MDPD SRO Agreement SY24-25

Prepared by: Michael Gibson, Chief of Police  
Reviewed by: Michael Gibson, Chief of Police  
City Attorney, City Attorney  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 6/21/2024  
Approved - 7/3/2024  
Approved - 7/3/2024  
Final Approval - 7/3/2024





**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,  
AND THE CITY OF MOUNT DORA, FOR  
SCHOOL RESOURCE OFFICER PROGRAM [2024-2025]**

This **AGREEMENT** is entered into by and between the **City of Mount Dora**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

**WITNESSETH:**

**WHEREAS**, the SCHOOL BOARD is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

**WHEREAS**, the LAW ENFORCEMENT AGENCY is willing to place four (4) **City of Mount Dora** Police Officers at **Triangle Elementary (1), Mount Dora Middle (1), Mount Dora High (2)** for the purpose of carrying out this school program.

**NOW, THEREFORE**, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide four (4) sworn **City of Mount Dora** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 12<sup>th</sup> day of August 2024 through the last day of school for students in May 2025.

2. Compensation. The SCHOOL BOARD will pay the **City of Mount Dora** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on the 1<sup>st</sup> day of September 2024 for services rendered beginning August 12,

2024 and continuing on the 1<sup>st</sup> day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, it’s officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SROs will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period, the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security, Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. Dismissal/Replacement/Absence. The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage. The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will



communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. If the additional hours worked requires additional compensation be paid to the SROs, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.

10. Off Campus Assignments. Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period.

Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools  
School Board of Lake County  
201 West Burleigh Boulevard  
Tavares, FL 32778

LAW ENFORCEMENT  
AGENCY:

Chief of Police  
City of Mt. Dora Police Department  
1300 N. Donnelly Street  
Mount Dora, FL 32757

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

**“SCHOOL BOARD”**

**THE SCHOOL BOARD OF LAKE COUNTY,  
FLORIDA**

By: \_\_\_\_\_  
Mollie Cunningham, Chairperson

Date: \_\_\_\_\_

Approved as to form:

Attest: \_\_\_\_\_  
Diane S. Kornegay, Superintendent

\_\_\_\_\_  
School Board Attorney

**“LAW ENFORCEMENT AGENCY”**

**CITY OF MOUNT DORA, FLORIDA**

By: \_\_\_\_\_  
Crissy Stile, Mayor

Date: \_\_\_\_\_

Approved as to form:

Attest: \_\_\_\_\_  
Signature / Title

\_\_\_\_\_  
City of Mount Dora Attorney



## **EXHIBIT “A”**

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Mount Dora Police Department’s standard operating procedures.
2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Mount Dora Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however, activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school’s computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO’s supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer’s supervisor of the school’s calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated

school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.

13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.

16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.

17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After Action Report submitted by school administration.

18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.

19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.

20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.

24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, and/or powers.

27. The SRO shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, or powers.

28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").



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

---

**DATE:** July 16, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Adoption of **Resolution No. 2024-14**, Maximum Millage Rate for Fiscal Year 2024-2025 Budget

---

**Introduction:**

This is a request for the City Council to adopt Resolution No. 2024-14, Maximum Millage Rate for the Fiscal Year 2024-2025 Budget.

**Discussion:**

In conjunction with the Notice of Proposed Property Taxes (TRIM Notice) pursuant to Section 200.069, F.S., the City Council must authorize the advertisement for the maximum millage rate for the upcoming budget year and to establish budget hearing dates in September.

The current (FY2023-2024) operating millage rate is \$5.9603 per \$1,000 assessed taxable value. The FY2024-25 gross taxable value for operating purposes (inclusive of new construction and annexations) is \$1,980,213,120 as certified by the Lake County Property Appraiser. The rolled-back millage rate is 5.6642 per \$1,000 assessed value as calculated on form DR-420. The rolled-back millage rate is that rate which produces the same amount of taxes as levied in the prior year when calculated against the current year's tax base exclusive of new construction. The proposed maximum millage rate of 6.6000 mills is 16.52% more than the calculated rolled-back millage rate.

The public hearings for millage and budget considerations would be as follows;

1st Public Hearing: Tuesday, September 3, 2024  
2nd Public Hearing: Tuesday, September 17, 2024.

All public hearings would take place at 6:00PM in the City Hall Council Chamber located at 510 N. Baker Street, Mount Dora. 32757.

**Budget Impact:**



This establishes Maximum Millage for Fiscal Year 2024-2025 which will be budgeted based on the rate that the Council adopts for the TRIM Notice.

**Strategic Impact:**

Fiscal Sustainability

**Recommendation:**

City Council to adopt Resolution No. 2024-14, Maximum Millage Rate for Fiscal Year 2024-2025 Budget and the Upcoming Public Hearing dates, time and location.

**Attachment(s):**

1. Resolution 2024-14 - Maximum Millage Rate 2024-2025

Prepared by: Matthew Dodson, Budget Officer  
Reviewed by: Matthew Dodson, Budget Officer  
Rita Meade, Finance Director  
City Attorney,  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 7/9/2024  
Approved - 7/10/2024  
Approved - 7/10/2024  
Approved - 7/10/2024  
Final Approval - 7/10/2024

**RESOLUTION NO. 2024-14**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE PROPOSED MILLAGE RATE OF 6.6000 MILLS FOR FISCAL YEAR 2024-25 FOR THE CITY OF MOUNT DORA, FLORIDA; PROVIDING FOR THE PROPOSED LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING A PUBLIC HEARING SCHEDULE FOR BUDGET ADOPTION; PROVIDING FOR CERTIFIED COPIES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Section 200.065, requires that the City of Mount Dora, Florida, adopt a resolution establishing the proposed millage rate to be levied for taxing entities for which the City of Mount Dora, Florida is the taxing authority; and

**WHEREAS**, Florida Statutes, Section 200.065, further requires that said resolution state the percentage, if any, by which the proposed millage rate exceeds the rolled back millage rate; and

**WHEREAS**, the Lake County Property Appraiser has certified the gross taxable value of property within the City of Mount Dora as \$1,980,213,120 and has certified a rolled-back rate of 5.6642 per \$1,000 of taxable value for the City of Mount Dora; and

**WHEREAS**, the City of Mount Dora, Florida, conducted a public hearing on Tuesday, July 16, 2024, to consider adoption of the proposed millage rate for fiscal year 2024-25, as required by Florida Statutes, Section 200.065; and

**WHEREAS**, the proposed millage rate to be levied by the City of Mount Dora for fiscal year 2024-25, together with the percentage increase of the proposed millage rate over the rolled back rate, as set forth below in Section 2 have been publicly announced; and

**WHEREAS**, following a review of the proposed budget as submitted, the City of Mount Dora, Florida, has determined that a millage rate of 6.6000 mills is necessary to produce the revenue needed to fund the fiscal year 2024-25 budget.

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

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

**SECTION 2. Proposed Levy of Ad Valorem Taxes and Percentage Increase.** The City of Mount Dora, Florida, hereby proposes to levy the millage rates specified below and does hereby state the percentage, if any, by which the proposed millage rate exceeds the rolled back millage rate, as follows:

| <b>Taxing Entity</b> | <b>Proposed Millage Rate</b> | <b>Rolled Back Millage Rate</b> | <b>Percentage Increase Over/ (Under) the Rolled Back Rate</b> |
|----------------------|------------------------------|---------------------------------|---------------------------------------------------------------|
| General Fund         | 6.6000 Mills                 | 5.6642 Mills                    | 16.52%                                                        |

**SECTION 3. Public Hearing Schedule for Budget Adoption.** The public hearing schedule for adoption of the fiscal year 2024-25 budget is hereby set as follows:

Tuesday, September 3<sup>rd</sup> at 6:00 p.m.

Tuesday September 17<sup>th</sup> at 6:00 p.m.

The above public hearings, where interested parties may appear and participate in the budget adoption process, will be held in the City of Mount Dora Council Chambers, 510 N. Baker Street, Mount Dora, Florida 32757.

**SECTION 4. Certified Copies.** Certified Copies of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Lake County, Florida.

**SECTION 5. Savings Clause.** All prior actions of the City of Mount Dora pertaining to the adoption of the proposed millage rate for the fiscal year 2024-25 budget, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 6. Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

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

**SECTION 8. Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

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

**PASSED AND ADOPTED this 16<sup>th</sup> day of July 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





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

---

**DATE:** July 16, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Adoption of **Resolution No. 2024-29**, Approval of Aerial Fireworks Display at the July 27, 2024, Last Call Mount Dora Summer Concert Event

---

**Introduction:**

This is a request for City Council to approve the launch of a fireworks display at a concert event taking place at the Mount Dora waterfront on July 27, 2024.

**Discussion:**

The City of Mount Dora recognizes the needs of our local public schools by producing the **Last Call Mount Dora** event, which raises awareness of the collection of school supplies for teachers to help students. This marks the fourth year that the City has offered this event with over 3,500 attendees. The local business community supported this initiative by collecting supplies in advance and encouraging people to attend the "end-of-summer" celebration.

The fourth annual occurrence of this event is scheduled for July 27, 2024, and requires the closing of the Fourth Avenue Docks. The event's hours are from 5:00 p.m. to 9:30 p.m., featuring live music, interactive activities and a six-minute fireworks display to cap the evening. This event encourages further economic development opportunities during a traditionally slow time of the year for business owners.

As a community-based event Century 21, Spouses with Houses Realty has contributed funds to fully pay for the fireworks. No cost to the City.

Section 50.250, the City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City. The City has complied with all requirements and procedures for the fireworks display related to this event.



**Budget Impact:**

The fireworks display cost for this event is fully sponsored by Century 21, Spouses with Houses Realty.

**Strategic Impact:**

GOAL 1: Economic Development

Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination. Advertise the trails, downtown Wi-Fi, waterfront, and other city amenities.

**Recommendation:**

Council adopt Resolution No. 2024-29.

**Attachment(s):**

1. Attachment 1 C21 SWH Last Call letter
2. Resolution 2024-28.Last Call Summer Concert Fireworks

Prepared by: Jeanann Hand, City Clerk  
Reviewed by: carsonc carsonc, Special Events Manager  
Troy Shonk, Parks & Recreation Director  
Rita Meade, Finance Director

Approved - 6/21/2024  
Approved - 6/25/2024  
Approved - 6/25/2024

Matthew Dodson, Budget Officer  
City Attorney,  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 6/25/2024  
Approved - 6/25/2024  
Approved - 6/25/2024  
Final Approval - 6/27/2024



112 E. 5th Ave. Mount Dora, FL 32757  
352-630-2580  
Swh@swhrealty.com  
C21SWH.com

To Chris Carson:

DATE: JUNE 25, 2024

We are writing to express our enthusiastic support for the upcoming "Last Call" event in downtown Mount Dora. As representatives of Century 21 Spouses with Houses Realty, we believe that this event offers significant benefits to our community.

First and foremost, "Last Call" plays a vital role in supporting our local schools. By collecting and distributing school supplies, this event directly contributes to the education and well-being of our children. The positive impact on students, teachers, and parents is immeasurable, ensuring that our schools have the necessary resources to provide a high-quality education.

In addition, "Last Call" brings considerable traffic to downtown Mount Dora specifically during the summertime which tends to be a slower season. By attracting both residents and visitors, the event stimulates economic activity, benefiting local businesses and fostering a vibrant downtown area. Increased foot traffic not only boosts sales for shops, restaurants, and vendors but also enhances the overall visibility and appeal of our charming city center.

Moreover, "Last Call" is a wonderful community event that fosters a sense of togetherness and civic pride. It provides an opportunity for residents to come together, celebrate, and enjoy various activities in a welcoming and festive atmosphere. Events like these strengthen the bonds within our community, creating lasting memories and reinforcing Mount Dora's reputation as a close-knit and supportive town.

We firmly believe that "Last Call" is an invaluable asset to Mount Dora, and we are proud to support it. We encourage the city to continue its efforts in promoting and facilitating this event, recognizing the substantial benefits it brings to our schools, local economy, and community spirit.

Thank you for your attention to this matter. We look forward to another successful "Last Call" event and are excited to witness the positive impact it will have on Mount Dora.

Warm regards,

  
Linda Bokland, Broker/Owner of CENTURY 21 Spouses with Houses Realty



## **RESOLUTION NO. 2024-28**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2024 LAST CALL SUMMER CONCERT EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mount Dora wishes to sponsor and host a fireworks display as part of the 2024 Last Call Summer Concert event; and

**WHEREAS**, the City's 2024 Last Call Summer Concert event is scheduled for Saturday, July 27, 2024; and

**WHEREAS**, the 2024 Last Call Summer Concert event requires the closing of the Fourth Avenue Docks in order to launch fireworks beginning at 9:15 p.m.; and

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

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

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

**SECTION 2. Authorization for Fireworks Display and Dock Closure.** The City hereby authorizes the 2024 Last Call Summer Concert fireworks display and closure of the Fourth Avenue Docks on July 27, 2024, in order for the fireworks to be safely launched.

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

**SECTION 4. Savings Clause.** All prior actions of the City of Mount Dora pertaining to Last Call Summer Concert Event fireworks display and closure of the Fourth Avenue Docks on

July 27, 2024, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

**PASSED AND ADOPTED this \_\_\_\_ day of July, 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



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

---

**DATE:** July 16, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request approval of Final Reading of **Ordinance No. 2024-14**, Land Development Code Amendment

---

**Introduction:**

This is a request for City Council to approve the final reading of Ordinance No. 2024-14.

Call Up Item  
Mayor Asks Attorney to Read Ordinance by Title Only  
City Manager Background  
Public Hearing  
Discussion  
Council Action

**Discussion:**

Note: There have been no changes to the proposed Ordinance No. 2024-14 following the First Reading Public Hearing; and the Ordinance is eligible for adoption.

Pursuant to Florida Statutes, Section 166.041(4) Attachment #1 is the completed Ordinance Business Impact Estimate. The City Council, at their regularly scheduled meeting held on July 2, 2024, recommended approval of the First Reading of Ordinance No. 2024-09 and held a hearing for the Second Reading and Final Adoption.

Staff has drafted an ordinance which amends multiple sections of the LDC pertaining to PUDs. The intent is to establish development standards for PUDs to ensure developments seeking a PUD zoning district do not significantly deviate from city standards, in order to ensure compatibility between developments throughout the City. In addition, PUDs are no longer allowed within the WBI-E and WBI-G zoning districts.

**Budget Impact:**

Codification by the Municipal Code Corporation and legal notices for Land Development Code Amendment costs are estimated at \$2,000.

**Strategic Impact:**

GOAL 1: Economic Development

**Recommendation:**

City Council to approve Final Reading of Ordinance No. 2024-14.

**Attachment(s):**

1. Attachment #1 Ordinance Impact Estimate
2. Attachment #2 Legal Ad Publication
3. Ord 2024-14 LDC PUD Amendment (Final)

Prepared by: Vince Sandersfeld, City Manager  
Reviewed by: City Attorney, City Attorney  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 6/28/2024  
Approved - 6/28/2024  
Final Approval - 6/28/2024



**ORDINANCE BUSINESS IMPACT ESTIMATE**

*Florida Statutes, Section 166.041(4)*

**ORDINANCE NUMBER: 2024-14**

**ORDINANCE TITLE: Land Development Code Amendment**

**DEPARTMENT: Planning and Development**

**MEETING DATE: July 2, 2024  
July 16, 2024**

---

**Fiscal Impact:**

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the “Businesses”) in the City’s jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: \_\_\_\_\_;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible \_\_\_\_\_; and
  - o Estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.  
Costs: \_\_\_\_\_ Revenues from Fees: \_\_\_\_\_
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: \_\_\_\_\_.
- Additional applicable information:

---

---

---

---

X A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- o Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- o Florida Statutes, Section 553.73, relating to the Florida Building Code
- o Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- o Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- o The issuance or refinancing of debt.
- o To comply with a federal or state law or regulation.
- o To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- o To adopt an Emergency Ordinance pursuant to applicable law.
- o To implement a contract or agreement.
- o Is related to procurement.

ATTACHMENT #2  
NOTICE OF PROPOSED ENACTMENT  
ORDINANCE NO. 2024-14  
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2024-14. The final public hearing on the ordinance will be held on Tuesday, July 16, 2024, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2024-14 is as follows:

**ORDINANCE NO: 2024-14**

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE RELATED TO WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E), WOLF BRANCH INNOVATION GATEWAY (WBI-G), AND PLANNED UNIT DEVELOPMENT ZONING DISTRICTS WITH REVISIONS TO LAND USE CATEGORY AND ZONING DISTRICTS COMPATIBILITY AND SITE DESIGN STANDARDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER I, OVERVIEW, SECTION 1.4 AND CHAPTER III, ZONING REGULATIONS, SECTION 3.4, ESTABLISHMENT OF ZONING DISTRICTS; 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.**

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: July 5, 2024

**ORDINANCE NO: 2024-14**

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE RELATED TO WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E), WOLF BRANCH INNOVATION GATEWAY (WBI-G), AND PLANNED UNIT DEVELOPMENT ZONING DISTRICTS WITH REVISIONS TO LAND USE CATEGORY AND ZONING DISTRICTS COMPATIBILITY AND SITE DESIGN STANDARDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER I, OVERVIEW, SECTION 1.4 AND CHAPTER III, ZONING REGULATIONS, SECTION 3.4, ESTABLISHMENT OF ZONING DISTRICTS; 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.**

**WHEREAS**, Florida Statutes, Chapter 166, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizens; and

**WHEREAS**, pursuant to its home rule powers, the City of Mount Dora may regulate land use matters and design standards within the City limits through the adoption of land development regulations; and

**WHEREAS**, from time to time the City of Mount Dora provides updates and amendments to its land development regulations; and

**WHEREAS**, the City finds that the amendments to its Land Development Code, as set forth herein, are consistent with all applicable policies of the City of Mount Dora Comprehensive Plan; and

**WHEREAS**, the City has determined that the amendments to its Land Development Code, as set forth herein, advance a legitimate public purpose and promote and protect the health, safety, and welfare of the citizens of the City of Mount Dora.

**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 Florida law in processing this Ordinance. The above recitals are hereby adopted.

**SECTION 2. AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER I, OVERVIEW AND CHAPTER III, ZONING REGULATIONS, ESTABLISHMENT OF ZONING DISTRICTS.** The City of Mount Dora Land Development Code Chapter I, ‘Overview,’ and Chapter III, ‘Zoning Regulations’ are hereby revised and amended as follows:

**Note:** Underlined words constitute additions to existing text, ~~striethrough~~ constitutes deletions from existing text and asterisks (\*\*\*) indicate omitted parts which are intended to remain unchanged.

CHAPTER I. – OVERVIEW

\*\*\*

Section 1.4. Land use category and zoning district compatibility.

All development must be consistent with the city's comprehensive plan which establishes the basis and general guidelines for guiding and regulating land uses. The future land use map of the comprehensive plan should be reviewed to determine if the land use shown would allow the type of development contemplated. The land use categories and zoning districts permitted in each are as follows:

| Land Use Category                                                                                                                                                                                               | Permitted Zoning Districts |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| ***                                                                                                                                                                                                             |                            |
| Employment Center (FAR maximum 1.00. FAR up to 2.0 with bonus)                                                                                                                                                  | WBI-E, <del>PUD</del>      |
| Employment Center Gateway Sub-District (FAR minimum 0.15 for parcels or lots existing as of May 31, 2021, that are less than 4 acres; and minimum 0.25 FAR for all other parcels of lots; and FAR maximum 1.00) | WBI-G, <del>PUD</del>      |

\*\*\*

CHAPTER III. – ZONING REGULATIONS

\*\*\*

Section 3.4. - Establishment of zoning districts.

\*\*\*

3.4.5. *PUD Planned Unit Development District:*

\*\*\*

2. *Permitted uses:*

\*\*\*



- e. ~~New developments within the WBI-E and WBI-G zoning districts are required to following the preliminary and final master plan procedures of this section. The uses and standards shall be consistent with the underlying WBI-E and WBI-G zoning districts of this code. In these two zoning district the lands would be rezoned WBI-E or WBI-G zoning districts and include a final master plan outlining the conditions, minimum site area, uses, and standards at time of change of zoning. Amendments to an approved WBI-E or WBI-G final master plan follows the procedures of the PUD section.~~

\*\*\*

4. *Site development standards.* Unless modified as provided for herein, the standards of conventional zoning districts and the design standards of this code shall apply. Revised standards may be approved for a PUD project to encourage creative development when the development proposal demonstrates increased protection of natural resources, improved living environment or increased efficiency of service delivery.

\*\*\*

h. Site development standards may only be modified or deviated from the current zoning district or Land Development Code as follows:

1. Density. The maximum density shall not exceed the maximum density permitted within the underlying land use category.
2. Lot Standards. The minimum lot size and lot dimensions for residential and non-residential lots shall be consistent with the current zoning district but may be reduced up to 20%. If the current zoning district does not contain lot standards for the intended development, the lot standards of the closest applicable zoning district shall apply but may also be reduced by up to 20%.
3. Building Height. Maximum building height shall be consistent with the current zoning district but may be increased up to 20%. This provision shall not allow a building height greater than 35' within the Building Height Impact District as defined within the Mount Dora Code of Ordinances nor a building height greater than 25' within 100 feet of the normal high water control level of Lake Dora.
4. In no case shall the measurement of building height be modified, altered, revised, or changed as defined in this code for all zoning districts included PUDs. Building height shall be the vertical distance from the finished grade to the highest point of a flat roof or a mansard roof, or, for gable, hip and gambrel roofs or other pitched roofs, to the mean height level between the highest ridge and the highest eave connected to that ridge.
5. Open Space. A minimum of 35% of open space shall be provided unless the property is located within a redevelopment district. If the property is located within a redevelopment district, there shall be no minimum open space requirement.

6. Landscaping. Deviations to the landscaping and tree protection standards established in LDC Chapter 6.6 may only be granted with Planning and Zoning Commission approval. Deviations may only be considered if the proposed plan sufficiently demonstrates compliance with the intent of the landscaping provisions, as determined by the Planning and Zoning Commission.
7. Parking and Loading Area. Parking and loading area requirements shall be consistent with the Land Development Code requirements unless the Applicant produces alternative data demonstrating that a waiver to the code requirements will not adversely impact traffic circulation or demand for off-street parking spaces.

\*\*\*

Section 3.4.15. *WBI-E Wolf Branch Innovation Employment and WBI-G Wolf Branch Innovation Gateway Districts.*

1. *Description of the districts.* The intent of the WBI-E and WBI-G districts are to provide for a variety of office uses, high-tech industrial, multi-family residential, and limited commercial uses that support office uses. These districts are intended to accommodate employment development which exhibits a high level of site and building amenities to include extensive landscaping, plazas and pedestrian/employee-friendly gathering areas, central building entrances, enhanced building and site security features, and accessory uses included within the building footprint. The development standards of the WB-E and WBI-G are calibrated to the varied existing development and desired future character for the property within these districts. If there are conflicts between these standards and standards contained elsewhere in the land development code, the standards in this division shall prevail. ~~The use of PUD master plan process of this code is required for the lands within the character area for new developments. The master plan allows for a mixture of permitted uses that a parcel's or lot's current underlying zoning district may not, and shall follow the underlying future land use classification. Establishment and assignment of the WBI-E and WBI-G districts shall follow the normal rezoning application process of this code.~~

\*\*\*

5. *Process and application requirements.* ~~In addition to the requirements contained herein all new developments, shall be processed through the city's normal planned unit development (PUD) process of this code and WBI-E and WBI-G districts shall follow the uses and design standards of this section. The actual assignment of the zoning of lands shall be WBI-E or WBI-G and include a master plan outlining these standards, permitted uses, performance standards, architectural design, phasing plans and the development configuration. The master plan will establish the overall project development conditions. Following assignment of the WBI-E or WBI-G zoning district all other city review site plan and platting processes are required per this code. Amendments to an approved master plan shall be by resolution processed by the planning and zoning commission and city council per this code.~~

**SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS.** The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

**SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.**

A. The revisions to City of Mount Dora Land Development Code, as set forth in Sections 3 above shall be codified in the City of Mount Dora Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Land Development Code.

C. 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 with the endorsement of the City Manager, or designee, without the need for a public hearing.

**SECTION 5. SAVINGS CLAUSE.** All prior actions of the City pertaining to the amendments to the City of Mount Dora Land Development Code, as well as any and all other applicable matters, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

**SECTION 6. CONFLICTS.** All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

**SECTION 7. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**FIRST READING: July 2, 2024**

**SECOND READING: July 16, 2024**

**PASSED AND ADOPTED this 16th day of July 2024.**

**[SIGNATURES ON FOLLOWING PAGE]**

---

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





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

---

**DATE:** July 16, 2024

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

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of First Reading of **Ordinance No. 2024-19**, 2024 Charter Referendum.

---

**Introduction:**

This is a request for City Council to approve the First Reading of Ordinance No. 2024-19, 2024 Charter Referendum

Call Up Item  
Mayor Asks Attorney to Read Ordinance by Title Only  
City Manager Background  
Public Hearing  
Discussion  
Council Action

**Discussion:**

Pursuant to Florida Statutes, Section 166.041(4) Attachment #1 is the completed Ordinance Business Impact Estimate. The legal advertisement for the public hearing series included Attachment #2.

On April 2, 2024, City Council adopted Resolution 2024-12, appointing a Charter Review Committee in accordance with provisions set forth in the City's current Charter.

After meeting throughout April, May, and June, the Charter Review Committee submitted a final report with recommendations to the City Council at the June 18, 2024, City Council Regular Session. The item was tabled to allow Council members additional time to review the committee's report more thoroughly.

At their July 2, 2024, Regular Session, Council adopted Resolution 2024-25 accepting the committee's report.

As a result of the City Council acceptance of the 2024 Charter Review Committee's final report,

an Ordinance has been prepared for the purpose of moving forward with placing designated questions on the 2024 election ballot (November 5, 2024).

**Budget Impact:**

There is no additional budget impact associated with the approval of Ordinance No. 2024-19.

**Strategic Impact:**

Reviewing and updating the City of Mount Dora Charter periodically is in accordance with provisions set forth in the present Charter. Maintaining an up-to-date charter, which acts as a Constitution for the City, supports all goals and objectives of the Strategic Plan.

**Recommendation:**

City Council approve First Reading of Ordinance No. 2024-19 and hold hearing for second reading and adoption.

**Attachment(s):**

1. Attachment #1 Ordinance Impact Estimate (charter referendum)
2. Attachment #2 Legal Notice Publication
3. Ordinance 2024-19 Charter Amendments w exhibits

Prepared by: Jeanann Hand, City Clerk  
Reviewed by: City Attorney, City Attorney  
Vince Sandersfeld, City Manager

Approved - 7/11/2024  
Final Approval - 7/12/2024

**ORDINANCE BUSINESS IMPACT ESTIMATE**

*Florida Statutes, Section 166.041(4)*

**ORDINANCE NUMBER: 2024-19**

**ORDINANCE TITLE: Charter Referendum**

**DEPARTMENT: City Administration**

**MEETING DATE: July 16, 2024; August 6, 2024**

---

**Fiscal Impact:**

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the “Businesses”) in the City’s jurisdiction, including the following, if any:
    - An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: None;
    - Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible: None;
    - 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.  
Cost: None Revenues from Fees: None
  - A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: None.
  - Additional applicable information:  
Administrative Action
- 
- 

---

A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- 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.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- The issuance or refinancing of debt.
- To comply with a federal or state law or regulation.
- To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- To adopt an Emergency Ordinance pursuant to applicable law.
- To implement a contract or agreement.
- Is related to procurement.

**ATTACHMENT #2**  
**NOTICE OF PROPOSED ENACTMENT**  
**ORDINANCE NO. 2024-19**  
**CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2024-19. The first public reading will be held on July 16, 2024, at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida. The final public hearing on the ordinance will be held on Tuesday, August 6, 2024, at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2024-19 is as follows:

**ORDINANCE NO. 2024-19**

**AN ORDINANCE OF THE CITY OF MOUNT DORA,  
FLORIDA, SUBMITTING TO THE ELECTORS OF  
MOUNT DORA PROPOSED AMENDMENTS TO THE  
CHARTER OF THE CITY OF MOUNT DORA;  
PROVIDING BALLOT TITLES, SUMMARIES AND TEXT  
FOR THE PROPOSED AMENDMENTS; PROVIDING  
DIRECTIONS TO THE CITY CLERK; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR AN EFFECTIVE  
DATE FOR APPROVED AMENDMENTS; PROVIDING  
FOR AN EFFECTIVE DATE FOR THE ORDINANCE.**

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 City Clerk's Office, City Hall, 510 N. 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 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 the City Clerk no later than seven (7) days 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.

Published (Legal Notice): Friday, July 26, 2024



## ORDINANCE NO. 2024-19

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, SUBMITTING TO THE ELECTORS OF MOUNT DORA PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF MOUNT DORA; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.**

**WHEREAS**, pursuant to Section 9 of the Charter, the City of Mount Dora established a process through which the ad hoc Charter Review Committee reviews the City Charter and makes recommendations to the City Council for proposed amendments thereto; and

**WHEREAS**, on April 2, 2024, the City Council appointed the 2024 Charter Review Committee to review the City Charter; and

**WHEREAS**, the 2024 Charter Review Committee reviewed, considered, studied and analyzed the City Charter and received public input during its multiple public meetings; and

**WHEREAS**, on June 18, 2024, the 2024 Charter Review Committee submitted its final report, attached hereto as **Exhibit “A,”** with recommendations to the City Council; and

**WHEREAS**, on July 2, 2024, following a public hearing wherein the City Council reviewed the final report and recommendations, and received public comment, the City Council adopted Resolution 2024-25, attached hereto as **Exhibit “B,”** accepted the final report, modified certain proposed charter amendments, directed the City Manager and City Attorney to prepare an appropriate ordinance to place the proposed charter amendments before the registered voters of Mount Dora at the general election to be held on November 5, 2024; and

**WHEREAS**, Section 166.031, *Florida Statutes*, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its charter, which amendments may be to any part or to all of its charter except that part describing the boundaries of such municipality and other matters prohibited by general law; and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens to submit said proposed Charter amendments to the voters at the municipal election on November 5, 2024.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:**

**Section 1.** The City Council of the City of Mount Dora, pursuant to Section 166.031,

*Florida Statutes*, hereby proposes and approves amendments to the Charter of the City of Mount Dora to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, are set forth in Section 3 below. Additions are shown with underlining, deletions are shown with ~~strike-through~~ type, and asterisks (\*\*\*) indicate an omission from the existing text which is intended to remain unchanged.

**Section 2.** Such election shall be held in conformity with the laws of the State of Florida and the Charter and ordinances of the City of Mount Dora now in force relating to elections in the City of Mount Dora. The Supervisor of Elections of Lake County is hereby requested to coordinate all matters to said referendum election with the City Clerk. The proposed charter amendments shall be submitted to the voters at the November 5, 2024 general election.

**Section 3.** The proposed amendments, the ballot title and the wording of the substance of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions as follows:

**CITY CHARTER AMENDMENT QUESTION #1: PREAMBLE.**

**A. Introduction.**

This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Mount Dora’s charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Mount Dora is and its goals.

**B. Ballot Proposal:** The ballot title and question for Question #1 are as follows:

CREATING A PREAMBLE TO THE CHARTER  
OF THE CITY OF MOUNT DORA

Amending the charter by creating a preamble, stating the values, goals and purposes of the charter and acknowledging that Mount Dora is “Someplace Special.” This charter amendment does not create any new rights, duties, obligations, or prohibitions.

Budget Director’s estimated financial impact: NONE.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**C. Text Revisions:** Part I, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter).

## **PART I - PREAMBLE**

We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is “Someplace Special.” We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.

### **D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately None.

## **CITY CHARTER AMENDMENT QUESTION #2: REMOVING PROHIBITION ON IN ABSENTIA VOTING.**

### **A. Introduction.**

This Charter amendment would remove the prohibition on members of the city council being able to cast votes *in absentia*. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.

### **B. Ballot Proposal:** The ballot title and question for Question #2 are as follows:

REMOVING THE PROHIBITION ON VOTING IN  
ABSENTIA

Amending the charter by removing the prohibition on city council members voting *in absentia*. This amendment will cause the determination of whether a member of the city council can participate and vote while not physically present will be determined by the general law of the State of Florida.

Budget Director’s estimated financial impact: NONE.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

- C. **Text Revisions:** Art. II., Sec. 4, is amendment, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter and ~~striketrough~~ text is removed).

**Art. II., Sec. 4**

The city council shall consist of seven (7) members, including the mayor. The mayor shall be considered a member of the city council for all purposes. ~~Members of the city council may not cast votes in absentia.~~

**D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

**CITY CHARTER AMENDMENT QUESTION #3: AMENDING MONTH TO ESTABLISH CHARTER REVIEW COMMITTEE.**

**A. Introduction.**

This Charter amendment would amend when the charter review ad hoc committee would be formed and establish the year from when the review period would begin.

- B. Ballot Proposal:** The ballot title and question for Question #3 are as follows:

**AMENDING THE MONTH FOR ESTABLISHING  
THE CHARTER REVIEW COMMITTEE**

Amending Section 9, to establish the charter review committee in February instead of April, and to amend the year from which the establishment of the committee begins.

Budget Director's estimated financial impact: NONE.

\_\_\_\_\_ Yes

\_\_\_\_\_ No



- C. **Text Revisions:** Art. II., Sec. 9, amending the month establishing the charter review committee. (Underline text is added to the charter and ~~striketrough~~ text is removed).

**Art. II., Sec. 9**

The city council shall cause this charter to be reviewed ~~in 2014~~from 2024 no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its direction. The ad hoc committee shall be appointed no later than the first regularly scheduled meeting of ~~April~~ February. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

**D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

**CITY CHARTER AMENDMENT QUESTION #4: ADDING NON-INTERFERENCE CLAUSE.**

**A. Introduction.**

This Charter amendment would create a prohibition on members of the city council from giving orders or direction to city officers and employees who are subject to the direction and supervision of the city manager. This amendment would also renumber Section 9.

**B. Ballot Proposal:** The ballot title and question for Question #4 are as follows:

RENUMBERING AND PROHIBITING CITY  
COUNCIL MEMBERS FROM INTERFERING  
WITH OPERATIONS EXCEPT THROUGH CITY  
MANAGER

Amending Section 9, renaming section, renumbering, and adding a prohibition on city council members interfering with city operations except through the City Manager.

Budget Director's estimated financial impact: NONE.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

- C. **Text Revisions:** Art. II., Sec. 9, creating Section 9(b), renaming section, and renumbering section. (Underline text is added to the charter and ~~striketrough~~ text is removed).

**Art. II., Sec. 9**

**(a) Duties.**

- (1) The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures, and generally accepted accounting principles.
- (2) The city council shall annually cause to be conducted an audit of the accounts and records of the City of Mount Dora. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to the adoption of this provision. Upon receipt of the auditor's annual report, the city council shall adopt, by resolution, time parameters and procedures for the correction of all deficiencies noted in the auditor's annual report.
- (3) The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of the city attorney. The city shall also periodically update the codification established hereunder. A report of the codification review shall be presented to the city council no later than the first regularly scheduled council meeting of August.
- (4) The city council shall cause this charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.
- (5) The city council shall individually make appointments to all boards and ad hoc committees created by the city council based upon procedures from time to time be established by the city council.

**(b) Prohibitions.**

- (1) *Interference with administration.* Except for the purpose of formal inquiries or investigations authorized by the city council, the city council or its members shall

not give orders or direction to city officers and employees who are subject to the direction and supervision of the city manager.

**D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

**CITY CHARTER AMENDMENT QUESTION #5: BIANNUAL GENERAL ELECTIONS.**

**A. Introduction.**

This Charter amendment corrects changes made to the election cycle in 2019 to reflect that general elections will be held biannually.

**B. Ballot Proposal:** The ballot title and question for Question #5 are as follows:

CORRECTING THE CHARTER TO REFLECT  
GENERAL ELECTIONS ARE HELD  
BIANNUALLY

Amending Section 11 to correctly reflect general elections are held biannually.

Budget Director's estimated financial impact: NONE.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**C. Text Revisions:** Art. III, Sec. 11, amending to reflect biannual general elections. (Underline text is added to the charter and ~~striketrough~~ text is removed).

**Art. III., Sec. 11**

A general election shall be held ~~each year~~ biannually on the first Tuesday after the first Monday in November. Special elections, other than those expressly provided for herein, may be called for by the city council as the city council, in its sole and absolute discretion, deems necessary.

**D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

**CITY CHARTER AMENDMENT QUESTION #6: INCREASING TERM LIMITS AND RENUMBERING.**

**A. Introduction.**

This Charter amendment provides subheadings, brings the language up to date, and increases the term limits from eight (8) consecutive years to twelve (12) consecutive years.

**B. Ballot Proposal:** The ballot title and question for Question #6 are as follows:

INCREASING THE TERM LIMITS TO TWELVE  
CONSECUTIVE YEARS AND ADDING  
SUBHEADINGS

Amending Section 12 to increase the term limits to twelve (12) consecutive years, adding subheadings, and bringing language up to date.

Budget Director's estimated financial impact: NONE.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**C. Text Revisions:** Art. III, Sec. 12. (Underline text is added to the charter and ~~striketrough~~ text is removed).

**Art. III., Sec. 12. Terms.**

(a) Terms. The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.

(b) Staggered terms. All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4, and the representative of district 5 shall be elected for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms. In 2022 and every four years thereafter, the representative of



district 2, the representative of district 3, and the at-large representative shall be elected for four (4) year terms beginning in 2022.

(c) Term limits. The mayor, any district representative, and the at-large representative may only serve ~~eight (8)~~ twelve (12) consecutive years ~~in the same position~~. The time served by a person appointed or elected to fill the remainder of a vacant position shall ~~not~~ be included in the ~~eight-year~~ twelve (12) year limitation.

**D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

**CITY CHARTER AMENDMENT QUESTION #7: COUNCIL VACANCIES.**

**A. Introduction.**

This Charter amendment repeals and replaces the current Section 17 language regarding council vacancies in office and the holding of a special election to fill a council vacancy. The amendment further creates subheadings and reorganizes the language of the current charter regarding council vacancies and forfeiture from office.

**B. Ballot Proposal:** The ballot title and question for Question #7 are as follows:

REPLACING AND REORGANIZING CHARTER  
LANGUAGE REGARDING COUNCIL  
VACANCIES AND SCHEDULING SPECIAL  
ELECTIONS

Amending Section 17 to clarify requirements for filling council vacancies and holding special elections, reorganizing section with subheadings.

Budget Director's estimated financial impact: NONE.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**C. Text Revisions:** Art. III, Sec. 17. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

### Art. III., Sec. 17. Vacancies.

~~The office of any councilmember, including the office of the mayor, who dies or resigns, or who is removed from office, or who is absent from four (4) consecutive regularly scheduled council meetings, shall be declared vacant by resolution of the remaining councilmembers. The office of any councilmember, including the office of the mayor, who is absent from four (4) nonconsecutive regularly scheduled council meetings during a calendar year, may be declared vacant by resolution of the remaining councilmembers. The office of any councilmember who is a district representative, and who establishes a permanent residence outside of the district which the councilmember represents, shall be declared vacant by resolution of the remaining councilmembers.~~

~~Should the office of any councilmember, including the office of the mayor, be declared vacant more than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the city council shall call for a special election to fill the vacancy for the remainder of the term of the office vacated.~~

~~Should the office of any councilmember, not including the mayor, be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the mayor shall appoint, with the approval of city council, an elector of the city, who is qualified to hold the particular office declared vacant, to fill the vacancy.~~

~~Should the office of the mayor be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the vice mayor shall assume the office of the mayor. The council office held by the vice mayor shall be declared vacant and shall be filled in accordance with this section.~~

~~Any city council office, including the office of the mayor, filled by appointment pursuant to this section shall be open for election on the first Tuesday after the first Monday of the immediately following November, whereupon the office will be filled for the unexpired portion of the existing term or for a full term, whichever is applicable.~~

(a) Vacancies. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.

(b) Forfeiture of office. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:

(1) By absence. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare

a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.

(2) By disqualification. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.

(c) Filling vacancies. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biannual general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy, to be held as soon as practicable. If a vacancy in the office of the mayor occurs, the vice-mayor shall assume the office of the mayor for the remainder of the mayor's original term, and the council office held by the vice-mayor shall be filled in the manner provided in Section 7 of the Charter.

#### **D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

**Section 4.** The City Clerk is hereby directed to ensure that all advertising, translation and notice requirements are complied with and to coordinate all activities necessary to conduct the election called for in Section 2 of this Ordinance with the Supervisor of Elections for Lake County.

**Section 5.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto. Further, the lack of approval by a majority of electors of one or more separate amendments to this Charter, as set forth in Section 2 herein, shall not be deemed to affect the validity of any amendments that may be approved by a majority of the electors.

**Section 6.** All ordinances and Charter provisions, or parts of ordinances and Charter provisions in conflict herewith are hereby repealed.

**Section 7.** This Ordinance shall take effect immediately and pursuant to the City's Charter. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval at a referendum election of the electors of the City of Mount Dora and in accordance with Section 166.031, *Florida Statutes*. If the electors reject a proposed

amendment, the rejected amendment shall not take effect.

**PASSED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**CITY OF MOUNT DORA, FLORIDA  
CITY COUNCIL**

---

**Crissy Stile, Mayor  
City of Mount Dora, Florida**

ATTEST:

---

Jeanann Hand, City Clerk  
City of Mount Dora, Florida

Approved as to for and legality:

---

Patrick Brackins, City Attorney  
City of Mount Dora, Florida



## **Exhibit "A"**

**CHAIR** LYNN TIPTON  
**VICE CHAIR** ADRIAN COOMBES  
KEASHAWN "KAY" VOLMAR  
GREGG JOSHUA HEMINGWAY  
FRANCIS "FRANK" KIRWIN  
OZELL WARD  
THOMAS HUDSON



# **CITY OF MOUNT DORA**

## **2024 CHARTER REVIEW COMMITTEE**

### **FINAL REPORT**

**THE FINAL REPORT OF THE MOUNT DORA 2024 CHARTER REVIEW COMMITTEE PROPOSING TO AMEND THE MOUNT DORA CHARTER TO: PROVIDE A PREAMBLE; REMOVE THE PROHIBITION ON VOTING IF NOT PHYSICALLY PRESENT; ESTABLISH THE CHARTER REVIEW COMMITTEE IN JANUARY; CREATE A PROHIBITION OF INTERFERENCE BY CITY COUNCIL MEMBERS EXCEPT THROUGH THE CITY MANAGER; RECOGNIZE GENERAL ELECTIONS ARE HELD BIANNUALLY; INCREASE TERM LIMITS TO TWELVE (12) CONSECUTIVE YEARS; REPEAL AND REPLACE CHARTER LANGUAGE REGARDING THE FILLING OF COUNCIL VACANCIES AND HOLDING SPECIAL ELECTIONS; AND REQUIRING A SUPERMAJORITY VOTE OF COUNCIL – 5 MEMBERS – TO APPOINT OR REMOVE THE CITY MANAGER.**

## Table of Contents

|                                                                                                                                  |            |
|----------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>SECTION I – COVER LETTER</b>                                                                                                  | <b>2</b>   |
| <b>SECTION II – SUMMARY OF CRC PUBLIC MEETINGS AND PUBLIC HEARINGS</b>                                                           | <b>7</b>   |
| <b>SECTION III – AMENDMENTS RECOMMENDED BY THE 2024 CRC TO BE PLACED ON THE 2024 GENERAL ELECTION BALLOT BY THE CITY COUNCIL</b> | <b>9</b>   |
| <b>QUESTION #1</b>                                                                                                               | <b>10</b>  |
| <b>QUESTION #2</b>                                                                                                               | <b>11</b>  |
| <b>QUESTION #3</b>                                                                                                               | <b>12</b>  |
| <b>QUESTION #4</b>                                                                                                               | <b>13</b>  |
| <b>QUESTION #5</b>                                                                                                               | <b>16</b>  |
| <b>QUESTION #6</b>                                                                                                               | <b>17</b>  |
| <b>QUESTION #7</b>                                                                                                               | <b>19</b>  |
| <b>QUESTION #8</b>                                                                                                               | <b>22</b>  |
| <b>SPANISH TRANSLATIONS OF BALLOT QUESTIONS</b>                                                                                  | <b>24</b>  |
| <b>SECTION IV - EXHIBITS</b>                                                                                                     | <b>25</b>  |
| <b>A. MINUTES OF ALL MEETINGS HELD BY 2024 CRS</b>                                                                               | <b>26</b>  |
| <b>B. PRESENTATIONS PROVIDED TO CRC DURING PUBLIC MEETINGS</b>                                                                   | <b>57</b>  |
| <b>C. MATRIX OF ALL PROPOSED CHARTER AMENDMENTS</b>                                                                              | <b>100</b> |

## **SECTION I – COVER LETTER**

**City Hall**  
**510 N. Baker St.**  
**Mount Dora, FL 32757**

Office of the City Manager  
352-735-7126  
Fax: 352-383-4801

Customer Service  
352-735-7105  
Fax: 352-735-2892

Finance Department  
352-735-7118  
Fax: 352-735-1406

Human Resources  
352-735-7106  
Fax: 352-735-9457

Planning and Development  
352-735-7112  
Fax: 352-735-7191

**City Hall Annex**  
**900 N. Donnelly St.**  
**Mount Dora, FL 32757**

Parks and Recreation  
352-735-7183  
Fax: 352-735-3681

**Public Safety Complex**  
**1300 N. Donnelly St.**  
**Mount Dora, FL 32757**

Police Department  
352-735-7130  
Fax: 352-383-4623

Fire Department  
352-735-7140  
Fax: 352-383-0881

**Public Works Complex**  
**1501 Robie Ave.**  
**Mount Dora, FL 32757**  
352-735-7151  
Fax: 352-735-1539

**W. T. Bland Public Library**  
**1995 N. Donnelly St.**  
**Mount Dora, FL 32757**  
352-735-7180  
Fax: 352-735-0074

**Website:**  
[www.cityofmoundora.com](http://www.cityofmoundora.com)

**CHAIR LYNN TIPTON**  
**VICE CHAIR ADRIAN COOMBS**  
KEASHAWN "KAY" VOLMAR  
GREGG JOSHUA HEMINGWAY  
FRANCIS "FRANK" KIRWIN  
OZELL WARD  
THOMAS HUDSON



June 6, 2024

Dear Mayor and Council Members:

On behalf of the Charter Review Committee, we greatly appreciate the honor of serving together for this review. We met, discussed, reviewed research and listened to legal and municipal experts. While we did not have a large amount of public comments, we did read and listen to those comments shared with us. You will find our recommendations attached.

We also believe it is our responsibility to share recommendations beyond the charter itself, as the document is most successfully implemented and upheld through effective administration. We are sharing these points in the order of the charter's articles in the hope they will help the council and municipal government going forward.

Proposed preamble: having reviewed the preambles of other cities in Florida, we find that this declaration allows the citizens to state common beliefs, commitments and visions for Mount Dora.

Article II: We are in consensus that a town-hall style meeting, with public participation and comment, should be held by the



Council to discuss the options for electing a mayor under the Council-Manager form of government. The Committee discussed this with Mr. Ken Parker, Coordinator for the ICMA-FCCMA Senior Advisors Program. Whether directly electing the mayor, using a rotational election for a one- or two-year term, or electing the mayor from within the council may prove a timely and helpful discussion for the council and the public.

Further, the committee is making the recommendation for term limits to be extended to twelve years (12) due to the need for continuity in leadership and vision as Mount Dora experiences growth and development. We believe with the onset of Form 6, obtaining and retraining effective elected officials is paramount to our city's future and extending the term limits is an effective tool to achieve those goals.

In our discussion of the recommended non-interference clause charter amendment for the Council, the committee discussed that the city's employee policies and manual related to employee grievance procedures may need to be reviewed. We recommend that such a review, which would necessarily be undertaken by city staff under the manager per the non-interference clause, if adopted, may benefit from a discussion of whether an employee committee may be formed to hear employee grievances at an appropriate stage in the administrative proceedings.

Article IV: the committee spent a great deal of time discussing misinformation and the lack of public knowledge and understanding of the city's form of government and respective roles of its elected officials. We recommend a townhall-style workshop with public participation to go over these roles

thoroughly and to provide additional information on the city's website regarding the mayoral and council roles and responsibilities, and those of the charter officers and Clerk. Perhaps the workshop can be video recorded and maintained on the website for future access.

With respect to the non-interference clause recommended in this article, we further believe that if it is adopted by voters, it then necessitates education. When the council holds its organizational sessions following elections, the form of government, said roles and responsibilities, and role of the city manager should be fully discussed with new council members, and reviewed by existing council members.

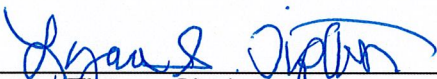
Article V: The committee spent time discussing the need for regular evaluative procedures to help the council and manager with key management strategies and goals. A performance matrix is recommended to assist the council and manager with discussions on effective and timely communications, sharing of information, goal implementation and other criteria. And, said matrix should be posted on the city's website for the public's education and understanding.

We appreciate the opportunity to share these recommendations in the spirit of improving Mount Dora's governance. It has been an honor to serve on this committee; we each took our charges seriously and have been deliberate in our review. We are available to discuss these recommendations in greater detail should that be desired.

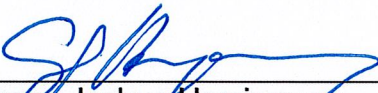
Sincerely,

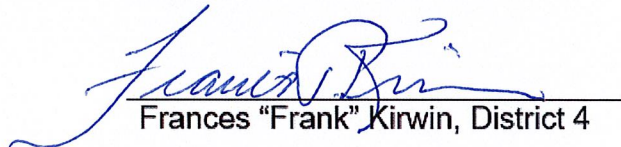


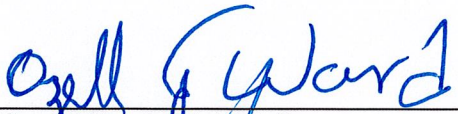
Sincerely,

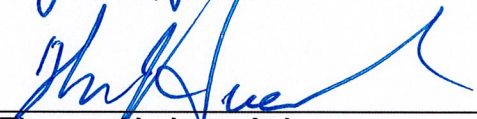
  
Lynn Tipton, Chairperson

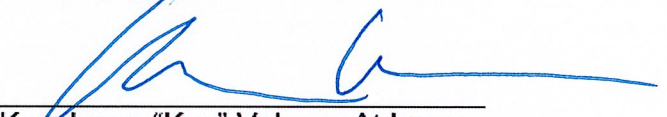
  
Adrian Coombes, Vice Chair

  
Gregg Joshua Hemingway,  
District 1

  
Frances "Frank" Kirwin, District 4

  
Ozell Ward, District 5

  
Thomas Hudson, At Large

  
Kaeshawn "Kay" Volmar, At Large

## **SECTION II – INTRODUCTION**



**CITY OF MOUNT DORA**  
**2024 CHARTER REVIEW COMMITTEE**  
**INTRODUCTION**

---

Following the establishment of the 2024 Charter Review Committee, pursuant to Resolution 2024-12, the Charter Review Committee held nine (9) public meeting on April 11, April 18, April 25, May 2, May 9, May 23, May 30, June 3, and Jun 6, 2024, to discuss the City’s Charter and make recommendations for City Council’s consideration. The Committee members include Lynn Tipton, Adrian Coombes, Keashawn “Kay” Volmar, Gregg Joshua Hemingway, Francis “Frank” Kirwin, Ozell Ward, and Thomas Hudson. Lynn Tipton was elected as chair of the Committee and Adrian Coombes was elected vice-chair. All meetings were publicly noticed, public comment was welcomed, and minutes were kept in accordance with Florida’s Sunshine and Public Records Laws.

At the first meeting, presentations were made by the City Attorney and Chair Tipton regarding charters generally, the charter review process, and Florida’s Sunshine and Public Records laws. Members were invited to identify those areas of the charter warranting further discussion. By consensus, the Committee decided to review the entire Charter by section. At its April 18, 2024 meeting the Committee reviewed Articles I and II of the Charter, and a great deal of discussion occurred regarding the creation of a preamble to the City’s Charter and the role of the Mayor. The Committee invited ICMA and FCCMA Senior Advisor Ken Parker to attend a future Committee meeting to discuss the various forms of municipal government and their respective advantages and disadvantages. Mr. Parker provided his presentation on May 9, 2024. The Committee reviewed Article III, regarding elections and vacancies, and Article IV, regarding the Mayor, on April 25, 2024. The Committee reviewed Article V, concerning the City Manager, and Articles VI and VII on May 2, 2024. Following its initial review of all sections of the Charter, the Committee discussed the various proposed amendments it had identified and drafts of proposed Charter Amendments were prepared by the City Attorney. On May 9, May 23, May 30, and June 3, the Committee went back through each section of the Charter, and narrowed and revised each of the proposed Charter Amendments presented in this Final Report. On June 3, 2024, the 2024 Charter Review Committee voted to propose eight (8) charter amendments to the City Council for its consideration to be placed on the ballot for the November general election. On June 6, 2024, the 2024 Charter Review Committee approved this Final Report for the City Council’s consideration. In addition to the proposed charter amendments, the cover letter to this Final Report contains further recommendations for the City Council to consider going forward.

\*\*\*\*\*

## **SECTION III – AMENDMENTS RECOMMENDED BY 2024 CHARTER REVIEW COMMITTEE**

## **Ballot Title, Summary and Proposed Amendment – Preamble**

### **A. Introduction/Purpose.**

This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Mount Dora’s charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Mount Dora is and its goals.

### **B. Ballot Proposal:** The ballot title and question for Question #\_\_ are as follows:

#### CREATING A PREAMBLE TO THE CHARTER OF THE CITY OF MOUNT DORA

Amending the charter by creating a preamble, stating the values, goals and purposes of the charter and acknowledging that Mount Dora is “SOMEPLACE SPECIAL.” This charter amendment does not create any new rights, duties, obligations, or prohibitions.

Budget Director’s estimated financial impact: \_\_\_\_\_.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

### **C. Text Revisions:** Part I, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter).

#### **PART I - PREAMBLE**

We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is “SOMEPLACE SPECIAL.” We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.

### **D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately \_\_\_\_\_, which represents \_\_\_\_\_.

## **Ballot Title, Summary and Proposed Amendment – Section 4**

### **A. Introduction/Purpose.**

This Charter amendment would remove the prohibition on members of the city council being able to cast votes *in absentia*. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.

### **B. Ballot Proposal:** The ballot title and question for Question #\_\_ are as follows:

#### REMOVING THE PROHIBITION ON VOTING IN ABSENTIA

Amending the charter by removing the prohibition on city council members voting *in absentia*. This amendment will cause the determination of whether a member of the city council can participate and vote while not physically present will be determined by the general law of the State of Florida.

Budget Director's estimated financial impact: \_\_\_\_\_.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

### **C. Text Revisions:** Art. II., Sec. 4, is amendment, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter and ~~striketrough~~ text is removed).

#### **Art. II., Sec. 4**

The city council shall consist of seven (7) members, including the mayor. The mayor shall be considered a member of the city council for all purposes. ~~Members of the city council may not cast votes in absentia.~~

### **D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately \_\_\_\_\_, which represents \_\_\_\_\_.



## **Ballot Title, Summary and Proposed Amendment – Section 9(a) – Scheduling Charter Review**

### **A. Introduction/Purpose.**

This Charter amendment would amend when the charter review ad hoc committee would be formed and establish the year from when the review period would begin.

### **B. Ballot Proposal:** The ballot title and question for Question #\_\_ are as follows:

#### **AMENDING THE MONTH FOR ESTABLISHING THE CHARTER REVIEW COMMITTEE**

Amending Section 9, to establish the charter review committee in January instead of April, and to amend the year from which the establishment of the committee begins.

Budget Director's estimated financial impact: \_\_\_\_\_.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

### **C. Text Revisions:** Art. II., Sec. 9, amending the month establishing the charter review committee. (Underline text is added to the charter and ~~striketrough~~ text is removed).

#### **Art. II., Sec. 9**

The city council shall cause this charter to be reviewed ~~in 2014~~from 2024 no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its direction. The ad hoc committee shall be appointed no later than the first regularly scheduled meeting of ~~April~~ January. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

### **D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately \_\_\_\_\_, which represents \_\_\_\_\_.

## **Ballot Title, Summary and Proposed Amendment – Section 9(b) – Non-Interference**

### **A. Introduction/Purpose.**

This Charter amendment would create a prohibition on members of the city council interfering with the administration of the City except through the City Manager. Many cities operating under the council-manager form of government have a charter provision prohibiting members of the city council from interfering with the operations of the City except through the City Manager. Creating this prohibition is consistent with best practices and the majority of other cities having this form of government. This amendment would also renumber Section 9.

### **B. Ballot Proposal:** The ballot title and question for Question #\_\_ are as follows:

RENUMBERING AND PROHIBITING CITY  
COUNCIL MEMBERS FROM INTERFERING  
WITH OPERATIONS EXCEPT THROUGH CITY  
MANAGER

Amending Section 9, renaming section, renumbering, and adding a prohibition on city council members interfering with city operations except through the City Manager.

Budget Director's estimated financial impact: \_\_\_\_\_.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

### **C. Text Revisions:** Art. II., Sec. 9, creating Section 9(b), renaming section, and renumbering section. (Underline text is added to the charter and ~~striketrough~~ text is removed).

#### **Art. II., Sec. 9**

##### **(a) Duties.**

- (1) The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures, and generally accepted accounting principles.
- (2) The city council shall annually cause to be conducted an audit of the accounts and records of the City of Mount Dora. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five

successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to the adoption of this provision. Upon receipt of the auditor's annual report, the city council shall adopt, by resolution, time parameters and procedures for the correction of all deficiencies noted in the auditor's annual report.

- (3) The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of the city attorney. The city shall also periodically update the codification established hereunder. A report of the codification review shall be presented to the city council no later than the first regularly scheduled council meeting of August.
- (4) The city council shall cause this charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.
- (5) The city council shall individually make appointments to all boards and ad hoc committees created by the city council based upon procedures from time to time be established by the city council.

(b) Prohibitions.

- (1) Interference with administration. Except for the purpose of inquiries and investigations authorized by the city council, the city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager; neither the city council nor its members shall directly issue orders to these staff members, publicly or privately. This provision shall not be construed to restrict individual councilmembers from actively monitoring city operations, including asking questions and engaging in discussions with the city manager regarding matters concerning supervised employees, and to offer opinions and recommendations on such matters. Suggestions for improvement in city government operations from individual council members shall be made through the city manager so that the city manager may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

**D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately \_\_\_\_\_, which represents \_\_\_\_\_.

## **Ballot Title, Summary and Proposed Amendment – Section 11– Biannual General Elections**

### **A. Introduction/Purpose.**

This Charter amendment corrects changes made to the election cycle in 2019 to reflect that general elections will be held biannually.

### **B. Ballot Proposal:** The ballot title and question for Question #\_\_ are as follows:

CORRECTING THE CHARTER TO REFLECT  
GENERAL ELECTIONS ARE HELD  
BIANNUALLY

Amending Section 11 to correctly reflect general elections are held biannually.

Budget Director's estimated financial impact: \_\_\_\_\_.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

### **C. Text Revisions:** Art. III, Sec. 11, amending to reflect biannual general elections. (Underline text is added to the charter and ~~strike through~~ text is removed).

#### **Art. III., Sec. 11**

A general election shall be held ~~each year~~ biannually on the first Tuesday after the first Monday in November. Special elections, other than those expressly provided for herein, may be called for by the city council as the city council, in its sole and absolute discretion, deems necessary.

### **D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately \_\_\_\_\_, which represents \_\_\_\_\_.



## **Ballot Title, Summary and Proposed Amendment – Section 12– Renumbering and Increasing Term Limits**

### **A. Introduction/Purpose.**

This Charter amendment provides subheadings, brings the language up to date, and increases the term limits from eight (8) consecutive years to twelve (12) consecutive years.

### **B. Ballot Proposal:** The ballot title and question for Question #\_\_ are as follows:

INCREASING THE TERM LIMITS TO TWELVE  
CONSECUTIVE YEARS AND ADDING  
SUBHEADINGS

Amending Section 12 to increase the term limits to twelve (12) consecutive years, adding subheadings, and bringing language up to date.

Budget Director's estimated financial impact: \_\_\_\_\_.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

### **C. Text Revisions:** Art. III, Sec. 12. (Underline text is added to the charter and ~~striketrough~~ text is removed).

#### **Art. III., Sec. 12. Terms.**

(a) Terms. The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.

(b) Staggered terms. All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4, and the representative of district 5 shall be elected for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3, and the at-large representative shall be elected for four (4) year terms beginning in 2022.

(c) Term limits. The mayor, any district representative, and the at-large representative may only serve ~~eight (8)~~ twelve (12) consecutive years ~~in the same position~~. The time served by a person appointed or elected to fill the remainder of a vacant position shall ~~not~~ be included in the ~~eight-year~~ twelve (12) year limitation.

**D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately \_\_\_\_\_, which represents \_\_\_\_\_.

## **Ballot Title, Summary and Proposed Amendment – Section 17– Council Vacancies**

### **A. Introduction.**

This Charter amendment repeals and replaces the current Section 17 language regarding council vacancies in office and the holding of a special election to fill a council vacancy. The amendment further creates subheadings and reorganizes the language of the current charter regarding council vacancies and forfeiture from office.

### **B. Ballot Proposal:** The ballot title and question for Question #\_\_ are as follows:

REPLACING AND REORGANIZING CHARTER  
LANGUAGE REGARDING COUNCIL  
VACANCIES AND SCHEDULING SPECIAL  
ELECTIONS

Amending Section 17 to clarify requirements for filling council vacancies and holding special elections, reorganizing section with subheadings.

Budget Director's estimated financial impact: \_\_\_\_\_.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

### **C. Text Revisions:** Art. III, Sec. 17. (Underline text is added to the charter and ~~striketrough~~ text is removed).

#### **Art. III., Sec. 17. Vacancies.**

~~The office of any councilmember, including the office of the mayor, who dies or resigns, or who is removed from office, or who is absent from four (4) consecutive regularly scheduled council meetings, shall be declared vacant by resolution of the remaining councilmembers. The office of any councilmember, including the office of the mayor, who is absent from four (4) nonconsecutive regularly scheduled council meetings during a calendar year, may be declared vacant by resolution of the remaining councilmembers. The office of any councilmember who is a district representative, and who establishes a permanent residence outside of the district which the councilmember represents, shall be declared vacant by resolution of the remaining councilmembers.~~

~~Should the office of any councilmember, including the office of the mayor, be declared vacant more than one hundred eighty (180) days prior to the first Tuesday after the first~~

~~Monday of the immediately following November, the city council shall call for a special election to fill the vacancy for the remainder of the term of the office vacated.~~

~~Should the office of any councilmember, not including the mayor, be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the mayor shall appoint, with the approval of city council, an elector of the city, who is qualified to hold the particular office declared vacant, to fill the vacancy.~~

~~Should the office of the mayor be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the vice mayor shall assume the office of the mayor. The council office held by the vice mayor shall be declared vacant and shall be filled in accordance with this section.~~

~~Any city council office, including the office of the mayor, filled by appointment pursuant to this section shall be open for election on the first Tuesday after the first Monday of the immediately following November, whereupon the office will be filled for the unexpired portion of the existing term or for a full term, whichever is applicable.~~

- (a) Vacancies. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.
- (b) Forfeiture of office. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:
  - (1) By absence. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.
  - (2) By disqualification. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.
- (c) Filling vacancies. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biannual general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy, to be held as soon as practicable. If a vacancy in the office of the mayor occurs, the vice mayor shall assume the office of the mayor for the remainder of the mayor's original term, and the council

office held by the vice-mayor shall be filled in the manner provided in Section 7 of the Charter.

**D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately \_\_\_\_\_, which represents \_\_\_\_\_.



## **Ballot Title, Summary and Proposed Amendment – Sections 20 and 21 – Appointment/Removal of City Manager - Super Majority**

### **A. Introduction/Purpose.**

This Charter amendment provides that the City Manager shall be appointed and removed by a super majority vote of the City Council, meaning five (5) members of the City Council must vote to appoint or remove the City Manager.

### **B. Ballot Proposal:** The ballot title and question for Question #\_\_ are as follows:

REQUIRING SUPER MAJORITY VOTE OF CITY  
COUNCIL TO APPOINT OR REMOVE CITY  
MANAGER

Amending Sections 20 and 21 to require a super majority vote of the city council, five (5) votes, to appoint or remove the City Manager.

Budget Director's estimated financial impact: \_\_\_\_\_.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

### **C. Text Revisions:** Art. V. Secs. 20-21. (Underline text is added to the charter and ~~strike through~~ text is removed).

#### **Art. V., Sec. 20. Appointment.**

The city council shall, by a super majority (five (5) members) vote of the full council, appoint a city manager.

#### **Art. V., Sec. 21. Removal.**

The council may remove the city manager by a super majority (five (5) members) vote of the full council. However, upon demand by the city manager, a public hearing shall be held prior to a vote to remove the city manager. The public hearing shall be held, at a city council meeting, not earlier than fifteen (15) days nor more than thirty (30) days after the demand is served. The demand must be in writing and served upon the mayor. The city manager shall continue to receive full salary until removed from office.

**D. Financial Analysis and Impact:**

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately \_\_\_\_\_, which represents \_\_\_\_\_.

## **SECTION III – SPANISH TRANSLATIONS OF BALLOT TITLES AND SUMMARIES**

(To be supplied following City Council Adoption)

## **SECTION IV – EXHIBITS**

(Minutes of All Meetings of 2024 CRC; Presentations  
Provided to CRC During Public Meetings; and Matrix of  
All Proposed Charter Amendments)

## **EXHIBIT A - MINUTES**



---

**CALL TO ORDER**

Having been duly advertised as required by law, at 3:00 p.m. City Attorney Patrick Brackins called to order the April 11, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

**ROLL CALL WITH DETERMINATION OF QUORUM**

**Members Present**

Keashawn “Kay” Volmar, Mayoral Appointee  
Francis “Frank” Kirwin, Vice-mayoral Appointee  
Gregg Joshua Hemingway, District 1  
Lynn Tipton, District 2  
Adrian Coombes, District 3  
Ozell Ward, District 5  
Thomas Hudson, At-large

**Also Present**

Vince Sandersfeld, Acting City Manager  
Patrick Brackins, City Attorney  
Jeanann Hand, City Clerk

Committee members and staff introduced themselves.

**ELECTION**

**A. Chairperson**

***MOTION BY MR. HEMINGWAY TO NOMINATE MS. TIPTON TO SERVE AS COMMITTEE CHAIRPERSON; MS. VOLMAR SECONDED THE MOTION. MS. TIPTON WAS ELECTED CHAIRPERSON BY A 7-0 ROLL CALL VOTE.***

**B. Vice-chairperson**

***MOTION BY MR. KIRWIN TO NOMINATE MR. COOMBES TO SERVE AS VICE-CHAIR; MR. HEMINGWAY SECONDED THE MOTION. MR. COOMBES WAS ELECTED VICE-CHAIR BY A UNANIMOUS VOICE VOTE.***

**PUBLIC PARTICIPATION**

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

**CITY ATTORNEY REPORT-LEGAL REVIEW PRESENTATION**

Mr. Brackins suggested the committee set their meeting schedule. He provided an overview of the committee’s duties and the timeline for their work to be completed. Mr. Brackins recommended the committee be prepared with their final report toward end of May. The Supervisor of Elections needs amendments to be received no later than August 23rd. Mr. Brackins explained requirements for amendment ballots.

Mr. Brackins reviewed Sunshine Law and Public Records laws, especially as they apply to the committee members.

**NEW BUSINESS**

**A. Charter Overview**

Meetings would take place on Thursday afternoons, beginning at 3:00 p.m., and lasting as long as necessary. Committee members discussed the method by which they would conduct the charter review. Ms. Tipton suggested members notify the City Clerk regarding absences.

Committee members were advised that material to be shared with the committee should be communicated through the City Clerk.

Ms. Tipton shared a presentation from the Florida League of Cities on the topic of Charters, which included information specific to the State of Florida and the City of Mount Dora.

The committee began a review of Articles I through VII to consider sections for possible amendment.

Committee members discussed considering form of government, Charter positions, length of term, Council size, the roles of Mayor and Vice-mayor, residency requirements for City positions, Council actions and minutes, non-interference charter provisions, and the City Manager role and evaluation.

The extent to which the Committee could suggest actions to Council was discussed.

Mr. Hemingway expressed interest in Initiative and Referendum (Article VI.)

**ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE**

Chairperson Tipton worked with the committee to define their approach for continuing their review at future meetings. The committee acknowledged the meetings may sometimes exceed two hours. It was noted that public participation may occur at different times throughout the meeting. The committee discussed methods for obtaining public feedback.

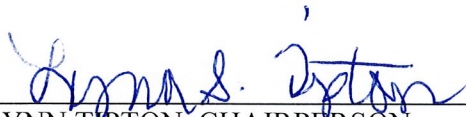
Chairperson Tipton asked committee members to confirm that the contact information appearing on the roster was correct.

Committee consensus would be sought for proposed Charter changes.

**ADJOURNMENT**

***MOTION BY MR. COOMBES TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, the meeting adjourned at approximately 4:19 p.m.

  
LYNN TIPTON, CHAIRPERSON  
2024 Charter Review Committee

  
JEANANN HAND, CITY CLERK  
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA  
CHARTER REVIEW COMMITTEE MINUTES  
APRIL 18, 2024, 3:00 P.M.**

**Mount Dora City Hall  
510 North Baker Street  
Mount Dora, FL 32757**

---

**CALL TO ORDER**

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the April 18, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

**ROLL CALL WITH DETERMINATION OF QUORUM**

**Members Present**

Lynn Tipton, Chairperson, District 2  
Adrian Coombes, Vice-chair, District 3  
Keashawn "Kay" Volmar, Mayoral Appointee  
Francis "Frank" Kirwin, District 4  
Gregg Joshua Hemingway, District 1  
Ozell Ward, District 5

**Also Present**

Vince Sandersfeld, Acting City Manager  
Patrick Brackins, City Attorney  
Jeanann Hand, City Clerk

**Members Not Present**

Thomas Hudson, At-large

**APPROVAL OF MINUTES**

**A. April 11, 2024 Charter Review Committee Minutes**

***MOTION BY MR. KIRWIN TO APPROVE THE MINUTES FROM THE APRIL 11, 2024 CHARTER REVIEW COMMITTEE MEETING; VICE-CHAIR COOMBES SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

**PUBLIC PARTICIPATION**

Chairperson Tipton opened public comment.

Joe Lewis, 148 Charles Avenue, spoke about public perception of the role of Mayor and ways the City could imprint a more accurate perception of the powers of that role.

Chairperson Tipton closed public comment.

**NEW BUSINESS**

**A. Charter Review: Article I-Establishment of Entity**

Chairperson Tipton introduced the topic and City Attorney Brackins explained the purpose of the items in Article I.

Section 1. Corporate Boundaries is not something that would be changed by the Charter Review Committee.

Section 2. Powers currently cites F.S. ch. 166 as the basis for Municipal Home Rule powers. Mr. Brackins mentioned that a more accurate statement would be "...all power allowed by general law," which would then more comprehensively state the derivation of the municipality's powers from the Constitution of the State of Florida.

Mr. Brackins referenced material he had distributed to the committee, comparing the Powers

section of the Charter from the City of Maitland and from the Charter of Ponce Inlet with the current Charter of the City of Mount Dora.

At the request of the committee, Mr. Brackins reviewed the hierarchy and weight of governing documents, from Constitution to Resolution, and the role of Home Rule Authority.

The Committee considered the addition of a Preamble.

The Committee discussed the importance of certain boards and commissions appointed by Council, and the role of the Charter in protecting the existence of those bodies.

The Committee discussed including historic preservation in the preamble, if one were to be added to the Charter.

Chairperson Tipton confirmed the Committee's consensus to revisit Article I with the consideration of adding a Preamble. Charter Review Committee members will submit Preamble ideas to the City Clerk.

The City would provide and the Committee would review Ordinance No.2007-954, which is referenced in Article I, Section 3 of the current Charter.

### **B. Charter Review: Article II-Legislature**

The Committee discussed the number of Councilmembers, the various methods for choosing a Mayor, and the configuration of districts. Continuing the option of running At-large was discussed. The Committee discussed changing the method of electing the Mayor. The Committee discussed the advantages of districts and the specialized role of the Mayor.

The Committee discussed the impact of growth, especially when considering district boundaries.

The Committee further discussed the role of Mayor, public perceptions of that role, compensation for that role, and methods of election. Some Committee members favored rotation of Councilmembers filling the position of Mayor, or a Council-elected Mayor. Others favored the current process, voicing appreciation for the benefits of longevity, specialized dedication to the position, and the cross-district reach of the At-large election for this role.

The Committee consulted the City's District Map, which was presented on the monitors in the chamber.

The Committee would continue discussion of Article II at the next meeting.

The City would invite ICMA and FCCMA Senior Advisor Ken Parker to attend a Charter Review Committee meeting to speak about the various forms of municipal government structure and their advantages and disadvantages.

The Committee requested:

- The population changes in each district
- The number of voters who participated in the last election in each district, by candidate.

### **ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE**

#### **A. April 25, 2024, 3:00 p.m.**

Chairperson Tipton would not be present at the next meeting. Article III-Elections and Vacancies, and Article IV-Mayor would be discussed at the next meeting. Further discussion on Articles I and II will continue once Chairperson Tipton and an outside subject-area expert are able to attend the meeting.

### **PUBLIC PARTICIPATION**

Chairperson Tipton opened public comment.

Christine King-Harris, 402 East Jackson Avenue, spoke about maintaining the character of the community throughout periods of growth.

Chairperson Tipton closed public comment.

### **OTHER BUSINESS**

Mr. Brackins referred to the material he distributed to Committee members and staff at the beginning of the meeting, pointing out examples of non-interference clauses and references to minutes.

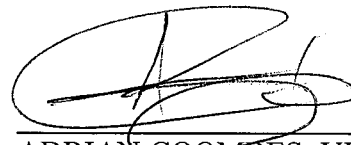
Mr. Brackins brought to attention the sentence in Article II, Section 4 of Mount Dora's Charter which prohibits Councilmembers voting in absentia

### **ADJOURNMENT**

***MOTION BY MR. COOMBES TO ADJOURN; MR. WARD SECONDED THE MOTION.  
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, the meeting adjourned at approximately 5:02 p.m.

**All documents referenced at this meeting are available at the following link: <https://files.ci.mount-dora.fl.us/?u=xyYp&p=T2Ff>**



ADRIAN COOMBES, VICE-CHAIR  
2024 Charter Review Committee



JEANNANN HAND, CITY CLERK  
City of Mount Dora



**CITY OF MOUNT DORA, FLORIDA  
CHARTER REVIEW COMMITTEE MINUTES  
APRIL 25, 2024, 3:00 P.M.**

**Mount Dora City Hall  
510 North Baker Street  
Mount Dora, FL 32757**

---

**CALL TO ORDER**

Having been duly advertised as required by law, at 3:00 p.m. Vice-chair Coombes called to order the April 25, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

**ROLL CALL WITH DETERMINATION OF QUORUM**

**Members Present**

Adrian Coombes, Vice-chair, District 3  
Gregg Joshua Hemingway, District 1  
Francis “Frank” Kirwin, District 4  
Thomas Hudson, At-large

**Also Present**

Vince Sandersfeld, Acting City Manager  
Patrick Brackins, City Attorney  
Jeanann Hand, City Clerk

**Members Not Present**

Lynn Tipton, District 2  
Ozell Ward, District 5  
Keashawn “Kay” Volmar, Mayoral Appointee

**APPROVAL OF MINUTES**

**A. April 18, 2024 Charter Review Committee Minutes**

***MOTION BY MR. HEMINGWAY TO APPROVE THE MINUTES FROM THE APRIL 18, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HUDSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

**PUBLIC PARTICIPATION**

Vice-chair Coombes opened public comment. No one spoke. Vice-chair Coombes closed public comment.

**NEW BUSINESS**

Vice-chair Coombes reminded the Committee that they had decided to complete their review of Articles I and II at a later meeting. He announced Ken Parker’s visit to speak to the Committee on May 9<sup>th</sup>.

Mr. Coombes reviewed the preamble assignment. Mr. Brackins told Committee members he would provide preamble examples to them.

Committee members acknowledged receipt of an email from a resident who communicated his thoughts on the Committee’s task. The email is attached to the minutes as Exhibit A.

**A. Charter Review: Article III-Elections and Vacancies**

Committee members acknowledged the need for a revision to the current Charter’s **Section 11. General and special elections**, which states “a general election shall be held each year.” Committee members discussed options for filling a seat if a position is vacated.

Vice-chair Coombes mentioned the current **Section 12. Terms** leaves open the possibility for an individual to serve 24 years, since the stated 8-year term limit applies only to a particular seat. Mr. Coombes also suggested removing the language that was written specifically to guide the City through its transition requirements, since the language had served its purpose and was no longer needed.

necessary.

Committee members reviewed **Section 17. Vacancies** and discussed options for filling vacated seats. Members considered filling a vacated seat by Council appointment of the candidate who placed second in the election, or by Council receiving applications from those who wish to serve and appointing from the applicant pool. Committee members wished to save the City from the expense of a special election. Committee members discussed the value of staggered terms. Mr. Brackins informed Committee members about various ways this challenge had been addressed in other municipalities.

Committee members favored the process of appointing from the pool of submitted applications. After choosing an applicant, Councilmembers would make a nomination and vote on the appointment of the desired applicant. The chosen applicant would take seat until next general municipal election. Their re-election would follow the City's regular election schedule.

Mr. Brackins would provide for the Committee's review draft language of Sections 12 and 17 according to the Committee's discussion.

Mr. Kirwin suggested the sections about absences should be modified to allow for attendance and/or participation by electronic communication technology such as Zoom. The Committee and Mr. Brackins discussed allowances and limitations for electronic communication technology.

Committee members suggested the term limit language in the last paragraph of Section 12 should not include "...in the same position," and that the word "not" should be stricken from the last sentence so that a partial term that occurs as the result of a vacancy would contribute to the measurement of the overall term limit.

The Committee reviewed and discussed **Section 16. Removal**. Mr. Hemingway expressed concern over the lack of recourse available should an official's behavior be found unacceptable for their office.

Mr. Brackins would provide the Committee a broad non-interference clause that the Committee could customize to what they believe is best for the City's Charter.

## **B. Charter Review: Article IV-Mayor**

Mr. Kirwin distributed a draft of his suggestions for this section, which included the powers already listed in the Charter as a. through h., with the addition of prohibitions listed in his draft. Mr. Kirwin's draft is attached to the minutes as Exhibit B. The Committee discussed reasons certain duties are performed by the Mayor. The Committee discussed purchasing limits and signing authority. Florida Statute requires the head of the city government sign plats. Checks and balances were discussed. The Committee was in favor of prohibitions applying to councilmembers as well as the mayor. They discussed reasons why certain items are or are not included in the Charter.

Non-interference language would be included in Article II.

The Committee discussed what would be appropriate to include in their recommendations to Council. They also discussed appropriate communications with the City Attorney.

## **C. City Attorney and Staff Reports**

Mr. Brackins would provide to the Committee drafts of preambles, a draft for Article II, Section 9, possible solutions for language regarding voting in absentia, and information on staggered elections.

The Committee briefly reviewed statistics from the 2022 District 3 election.

Mr. Sandersfeld would provide maps of the Mount Dora districts with population counts from the last Census.

The Committee was provided with printed copies of preamble drafts submitted by Mr. Kirwin

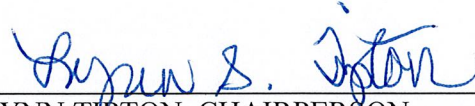
and Mr. Coombes, which are attached to the minutes as Exhibit C and Exhibit D.

**ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE**

**A. May 2, 2024, 3:00 p.m.**

**ADJOURNMENT**

There being no further business for discussion, Vice-chair Coombes adjourned the meeting at approximately 4:48 p.m.



LYNN TIPTON, CHAIRPERSON  
2024 Charter Review Committee



JEANANN HAND, CITY CLERK  
City of Mount Dora

**Hand, Jeanann**

---

**From:** Mark Slaby <markslaby@gmail.com>  
**Sent:** Thursday, April 25, 2024 8:38 AM  
**To:** Kvolmar97@gmail.com; GJ Hemingway; tipster5fla@gmail.com;  
adriancoombesmdpz@gmail.com; Fkirwin1@gmail.com; ozchrtrev24@gmail.com;  
thudson009@comcast.net  
**Cc:** Hand, Jeanann  
**Subject:** Charter Review Work - Thoughts

---

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

---

Team,

Thanks for taking time to work on this important task.

Over the years, I've noted a few things and wanted to share them with you for your consideration as you review. Most of these items have come out from conversations with people who have asked me about x, y or z... I found some other cities, notably, Winter Park to find examples. I did not go too deep into the reasoning — feel free to individually contact me (sunshine) if you care to talk more on this or any other issue.

I'm being as brief as I can here to not belabor a point.

Best,  
Mark Slaby  
Citizen of Mount Dora  
352 973 1604 Phone/text

Item 1.

Article III - Section 17. Filling Vacancies... This might need your review since terms are for four years now. Would it be ok that if, say, a seat opens up early in the term that the seat is filled as provided and the special election is on the next 2 year cycle... so that the city would not incur costs of a special election. Just look it over to see if there is a way to avoid special elections.

Item 2.

Term limits/terms- 8 years is what we have now... but with At large, Districts and Mayor — without moving one could serve 24 years — might want to change it to be more absolute. The citizens wanted term limits — and this does not match

Also — small item — but the phase in of the 4 year terms is done and the paragraph in the Charter for that could be removed or cleaned up... in 2075, for example, we don't need to know how the phase in worked in 2021-2023...

## Example

### Sec. 2.04. - Term of office.



- (a) *Term.* The term of office of any person or persons elected commissioner or mayor at any general election held in the city shall be three (3) years and shall commence and begin on the date of the first city commission meeting following certificate of the election results.
- (b) *Term limits.* Consecutive terms of any Member of the City Commission and the mayor shall be limited to four (4) consecutive full terms in office, either as Mayor or Commissioner or any combination thereof. The time served by a person appointed, or elected to fill a vacancy on the City Commission shall not constitute a full term of office. The time served by a City Commissioner or Mayor who resigns or otherwise vacates office shall constitute a full term in office regardless of the time served.

## Item 3.

Use of resources by Council Members acting individually — not as Council Members. City Attorney and City Manager work for the Council, not any of the people individually. I remember a conversation with James Homich many years ago (so I may be wrong on the details) but there was a case somewhere with a School Board where the individual members, meeting with the Superintendent, were basically getting a count of votes on things without the sunshine — the point for me is more a waste of City Manager time — SEVEN council members with meeting time with the City Manager going over things that could be taking care of once at a public meeting. — Not sure how to solve that in the Charter but just know that the citizens of the city are getting less manager time for doing the job with the SEVEN members getting more than needed.

Similar for the Attorney — Mr. Crail is sending out \$ on attorney fees — some council members are burning up attorney time — the attorney is for the Council — not individuals. Not sure how to handle that. The City Attorney currently might be able to offer ideas on how the Charter might be a good spot for a fix.

## Example:

### ARTICLE VII. - PROHIBITIONS



#### [Section 7.01. - Established.]



- (a) *Appointment and removals.* Neither the mayor nor the council nor any of its members shall in any manner dictate the appointment or removal of any city administrative officers or employees whom the city administrator or any of the subordinates are empowered to appoint, but the council or mayor may express their views and full and freely discuss with the city administrator, anything pertaining to appointment and removal of such officers and employees.
- (b) *Interference with administration.* Except for the purpose of inquiries and investigations, the mayor[,] the council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city administrator solely through the administrator, and neither the mayor, the council, nor its members shall give orders to any such officer or employee, either publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the council or the mayor from closely scrutinizing by questions and personal observation, all aspects of city government operations so as to obtain independent information to assist the members in the formulation of sound policies to be considered by the council. It is the express intent of this Charter, however, that recommendations for improvement in city government operations by individual councilmembers or the mayor be made to and through the city administrator so that the administrator may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

## Item 4

I cringe when staff recommends the auditor and the rubber stamp of Council approves the recommendation. Not that the staff are crooks, but a Charter should be the place to safeguard citizens... and what better way for dastardly things to occur as when the Council — often not accounting/financial people — have to hire an



auditor... Listen to the recordings of the last appointment or two of auditors “I trust staff to pick the auditor to audit themselves” was the theme...

**Sec. 2.17. - Annual financial audit.**

🔗 📄 📧 📧 📧

In accordance with the general laws of the state, there shall be an annual financial audit to be completed, within six (6) months after the end of the fiscal year, by an independent certified public accountant. The city commission shall institute a competitive selection process and to this end shall establish an auditor selection board consisting of five (5) members. One (1) member of this board shall be a city commissioner appointed by the commission. The remaining four (4) members shall be residents of the city who have the qualifications of electors therein and are not city employees. This board shall be charged with the responsibility to solicit proposals and to screen and evaluate the proposals received. The auditor selection board shall submit its recommendations to the city commission which shall then select an auditor and award a contract for a term not to exceed three (3) years.

**Item 5**

The last few election cycles have seen direct contributions to candidates from political organizations — if you want nonpartisan elections, seems more teeth is needed.

**Sec. 3.01. - Nonpartisan elections.**

🔗 📄 📧 📧 📧

- (a) All qualifications and elections for the office of city commissioner or mayor shall be conducted on a nonpartisan basis without regard for or designation of political party affiliation. Upon qualifying for office through the election, a candidate for the office of city commissioner or mayor shall not:
  - (1) Campaign and/or publicly represent or advertise herself or himself as a member of any political party; or
  - (2) Accept campaign contributions from any political party.
- (b) A candidate for commissioner or mayor who violates a provision of this section shall be liable for a civil fine of up to \$1,000.00 per violation. The city commission shall adopt an ordinance describing the procedure to determine violations, provide due process, and set fines.

**Item 6.**

Compensation of Council. Language that says something like this would be good. — “Compensation is X monetary only. No other benefits to Council members...” The attorney should be able to assist with some tighter language.

The ability of council to get “more” than just the direct monetary Compensation is not good for oversight. In the past, Council members were able to use the clinic and pay a fee. Where does objectivity go when you participate in something that you review (budgetary)? Will you vote to end the clinic if it is shown to not be a good fit for the city? I see an appearance issue. Independent oversight, not participatory oversight.

Remember — The Charter protects the citizens in cases where someone might act in selfish best interest.

It is the clinic now.. in the future...(made up examples)... Get the city rate for gas at the motor pool, get to participate in the ‘free massages for employees’, “Free 3 hours of legal advise for all employees”.

I’m not making a character comment on those that have used the clinic — they see no problem in it as they are thinking that if there was a vote — they would be angelic and impact themselves and family negatively to close the clinic if that was the best path at the time. I’m just saying that there might be a Council person someday that is just after the ‘Gimme stuff’ ... and staff might also be inclined to dream up more “Gimme stuff” if they know that they can get the Council members hooked into it too which would preserve that item.

**Item 7.**

Council Make Up

4 districts, 2 at large and 1 mayor seemed better to me... (I'd think that a 5 person council would be politicians might lose their mind)... I don't expect you to come up with that as a recommendation but most cities have smaller councils. The representation is not much different.. 20,000 people represented by 5 or 7 members is not materially different. When we get to 30,000, should we have 9 members? No.... Not expecting this to go through — just pointing it out.

## ARTICLE IV: Mayor

### Section 18: Powers, Duties and Prohibitions

The mayor shall have the following powers and duties:

(a)through (h)

#### Prohibitions

(a) The elected or appointed mayor shall hold no other office during the term of duty.

(b) The elected or appointed mayor shall not in any manner dictate the appointment or removal of any city administrative officers or employees whom the manager is empowered to appoint.

(c) The elected or appointed mayor shall not deal in any manner with the city officers and employees who are subject to the direct or by authorized supervision of the manager. The mayor may not give orders to such officers or employees, either publicly or privately.

This should also be reworded and added the Article II Section 9 directing Council.

Some line of punishment might also be considered. Often there is no power to a restriction if there is no penalty attached.

## EXHIBIT C

We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. By this action we aim to encourage and protect our unique environment, cultural and architectural history, social diversity with justice and equality for all community members. We intend this charter to provide a government that responds to the will and values of the people, promotes social equity, improves efficiency, authority and provides responsibility and cooperation.

**Hand, Jeanann**

---

**From:** adriancoombesmdpz@gmail.com  
**Sent:** Wednesday, April 24, 2024 12:51 PM  
**To:** Hand, Jeanann  
**Cc:** 'Patrick Brackins'  
**Subject:** Draft City of Mount Dora Charter preamble

---

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

---

Jeanann, (Patrick FYI)

Following on from last week's Charter Review Committee meeting, here is a draft effort at a Charter preamble for Mount Dora for consideration by members at one of our upcoming Charter Review meetings.

**Suggested Mount Dora Chart preamble**

Since the first charter was awarded to the City of Mount Dora, Florida in 1910, residents and visitors alike have highly valued the historical ambience of our town, which is further enhanced by its unique geographical location on the shores of Lake Dora. In the minds of our citizens, Mount Dora is "**Someplace Special**". The vision and legacy of our founding families continues to serve as a beacon for how we want our City to continue to be seen in the future. With a strong National reputation as a City that values the arts, Mount Dora is regularly cited as one the best small towns/cities to visit in the USA. Our Charter serves to guide both our citizens and elected officials to ensure that our history, arts, culture and ambience, combined with a welcoming attitude to all visitors, is enshrined in a way that preserves and strengthens all that is best about our City for the future.

Regards  
Adrian Coombes



**CITY OF MOUNT DORA, FLORIDA  
CHARTER REVIEW COMMITTEE MINUTES  
May 2, 2024, 3:00 P.M.**

**Mount Dora City Hall  
510 North Baker Street  
Mount Dora, FL 32757**

**CALL TO ORDER**

Having been duly advertised as required by law, at 3:00 p.m., Chairperson Tipton called to order the May 2, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

**ROLL CALL WITH DETERMINATION OF QUORUM**

**Members Present**

Lynn Tipton, Chair, District 2  
Adrian Coombes, Vice-chair, District 3  
Gregg Joshua Hemingway, District 1  
Francis "Frank" Kirwin, District 4  
Ozell Ward, District 5  
Thomas Hudson, At-large  
Keashawn "Kay" Volmar, Mayoral Appointee

**Also Present**

Vince Sandersfeld, Acting City Manager  
Patrick Brackins, City Attorney  
Jeanann Hand, City Clerk

**APPROVAL OF MINUTES**

**A. April 25, 2024 Charter Review Committee Minutes**

***MOTION BY MR. KIRWIN TO APPROVE THE MINUTES FROM THE APRIL 25, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HUDSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

**PUBLIC PARTICIPATION**

Chairperson Tipton opened public comment.

Christine King-Harris, 402 East Jackson Avenue, requested clarification on the percentage comprising plurality. Mr. Brackins explained that for Council to pass an item, there must be a majority vote of the members present, assuming there is a quorum in attendance. A charter amendment would require a majority vote of the public.

Chairperson Tipton closed public comment.

**NEW BUSINESS**

**A. Charter Review-Article V. City Manager**

The Committee considered Section 19. Establishment of Office.

The Committee discussed the appropriate place for a non-interference clause, specifically a clause to prevent Council from interfering with the duties of the City Manager. It was suggested that the clause would be more appropriately placed in Article II. Legislature, which addresses the behavior of Council.

The Committee recognized instances for the adjustment of pronouns to be converted to gender neutral terms. Mr. Brackins recommended a charter amendment to solely address gender neutrality.

Ms. Tipton pointed out that City Manager candidates frequently examine a City Charter to consider their prospective role in the City.

The Committee discussed whether particular requirements or qualifications would be most effectively placed in the Charter, or placed in other documents, such as employment agreements, resolutions, or ordinances.

The Committee recognized their duty to avoid placing elements in the Charter that would conflict with other governing documents of the City.

The Committee concluded they would like a non-interference clause to be placed in Article IV.

The Committee considered Section 20. Appointment

The Committee discussed interpretation of the language "majority vote of full council."

Committee members exchanged ideas regarding the minimum number of Councilmembers required to be present to vote upon the appointment of a City Manager. They considered the allowance to vote in absentia. The current Charter does not allow for voting in absentia.

Committee members discussed requirements for valid voting in absentia.

Chairperson Tipton confirmed that, at this point, the Committee agrees that a super-majority vote of the full Council (5) must vote to appoint a City Manager. The Committee also agreed the same would be required for City Manager removal.

Ms. Tipton reminded the Committee that these are not yet their final recommendations, and they would have time to reconsider before presenting their report to Council.

The Committee reviewed Section 21. Removal.

The Committee discussed availability of due process for a City Manager in the event of removal.

The Committee considered the objectives of changes to this section, if any.

The Committee considered Section 22. Compensation

The Committee considered how compensation is determined. They discussed what role, if any, Council should have in determining compensation. They discussed a recommendation to Council for a policy that sets a schedule for evaluation of City Manager performance and fair compensation. They acknowledged the importance of competitive compensation, and of communication regarding goals. They discussed the appropriate level of explicit direction that should be included in Charter language.

Mr. Brackins would bring suggested language to accomplish the Committee's intention for this section regarding a clear yet broad statement related to performance goals and evaluation.

Section 23. Power and Duties

The Committee found no points of discussion regarding (a) through (j).

They discussed a residency requirement, and agreed the requirement should not be listed in the Charter.

The Committee discussed Section 24. Acting City Manager, noting the time frame mentioned in the Charter. They acknowledged Council's power in this section to revoke or appoint within or beyond the conditions stated in the Charter. The Committee had no suggestions for this section.

**B. Charter Review-Article VI. Initiative and Referendum**

The Committee had no recommendations for changes to Article VI. Initiative and Referendum.

Mr. Brackins explained Severability.

**C. Article VII. Building Heights**

The Committee had no suggestions.

**ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE**

**A. Thursday, May 9, 2024, 3:00 p.m.**

Chairperson Tipton mentioned Mr. Parker's presentation at the next meeting. Mr. Kirwin announced he would be absent from next week's meeting. Mr. Kirwin was asked if he had any questions for Mr. Parker. Mr. Kirwin mentioned his interest in at-large seats.

After Mr. Parker's presentation, the Committee would go back to review Articles I and II.

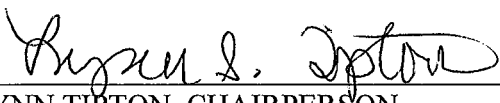
**PUBLIC COMMENT**

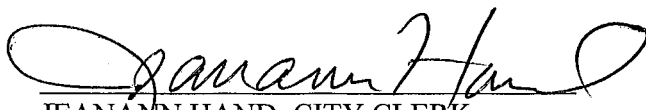
Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

**ADJOURNMENT**

***MOTION BY MR. HEMINGWAY TO ADJOURN; MR. WARD SECONDED THE MOTION.  
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, Chairperson Tipton adjourned the meeting at 5:03 p.m.

  
LYNN TIPTON, CHAIRPERSON  
2024 Charter Review Committee

  
JEANANN HAND, CITY CLERK  
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA  
CHARTER REVIEW COMMITTEE MINUTES  
MAY 9, 2024, 3:00 P.M.**

**Mount Dora City Hall  
510 North Baker Street  
Mount Dora, FL 32757**

---

**CALL TO ORDER**

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the May 9, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

**ROLL CALL WITH DETERMINATION OF QUORUM**

**Members Present**

Lynn Tipton, Chairperson, District 2  
Adrian Coombes, Vice-chair, District 3  
Gregg Joshua Hemingway, District 1  
Ozell Ward, District 5  
Keashawn "Kay" Volmar, At-large  
Thomas Hudson, At-large

**Also Present**

Vince Sandersfeld, City Manager  
Patrick Brackins, City Attorney  
Jeanann Hand, City Clerk  
Ken Parker, ICMA Senior Advisor

**Members Not Present**

Frank Kirwin, District 4

**APPROVAL OF MINUTES**

**A. May 2, 2024 Charter Review Committee Minutes**

***MOTION BY MR. WARD TO APPROVE THE MINUTES FROM THE APRIL 18, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HEMINGWAY SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

**PUBLIC PARTICIPATION**

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

**NEW BUSINESS**

**A. Presentation by FCCMA Senior Advisor Ken Parker: Forms of Government**

Ms. Tipton introduced Mr. Parker. Mr. Parker's presentation is attached to the minutes as Exhibit A.

Mr. Parker spoke to the Committee about forms of government and various methods to elect a mayor and City Councilmembers. Mr. Parker explained the function of the mayor, councilmembers, and city administrators under each form. He spoke of his real-life experience with the hybrid form and an elected mayor in Port Orange. Mr. Parker pointed out that a collegial atmosphere could be fostered when the elected officials choose mayor from among themselves. Mr. Parker and the Committee discussed the strengths and weaknesses of Mount Dora's current form.

The Committee discussed the importance of having clear roles that are understood by those elected and the public. The Committee discussed the challenges of enforcing the powers and limitations described in the Charter. Penalties for Charter violations were considered. The role of City Attorney

was discussed. Mr. Parker described his experience with a well-structured chain of command, in which the City Manager worked under the Council, and staff clearly worked under the City Manager. The effectiveness of public participation at Council meetings was discussed. Some Committee members expressed frustration, feeling Public Comment, as it currently functions, is unsatisfying and does not lead to resolution. They considered practical reasons why results may not be seen immediately. They agreed clarity of communication is crucial for all sides.

They spoke about the role of Councilmembers as representatives of their constituents, and their responsibility to make the best decisions for the City. The importance of education was mentioned. The pros and cons of a rotation of elected officials to serve as mayor, including the inability to grow as a leader under such short terms, public confusion about the identity of the mayor, and the public perception they are being deprived of a power.

The Committee discussed who should assume the responsibility of upholding the Charter, especially in the face of possible violations. Chairperson Tipton explained the duties of Council as defined by statute. The expense of running At-large was discussed. The Committee acknowledged that Councilmembers serve as representatives of the people yet are independently elected to make their own decisions. Chairperson Tipton pointed out the delicate balance of those two elements has been the challenge of democracy since its earliest times.

Vice-chair Coombes requested Committee address material he received from Mr. Brackins regarding meeting agendas and action points.

#### **B. Review Article I-Establishment of Entity**

This topic would be addressed at the May 23<sup>rd</sup> meeting.

#### **C. Review Article II-Legislature**

This topic would be addressed at the May 23<sup>rd</sup> meeting.

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

#### **ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE**

Chairperson Tipton told the Committee she would be unable to attend a May 16<sup>th</sup> meeting. The Committee agreed they would not meet on May 16<sup>th</sup>. The next meeting would be on May 23<sup>rd</sup>. The May 16<sup>th</sup> meeting would return to a review of Articles I and I, the materials Mr. Coombes mentioned earlier, and the example and draft preambles.

#### **ADJOURNMENT**

***MOTION BY MR. HEMINGWAY TO ADJOURN; MR. WARD SECONDED THE MOTION.  
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, Chairperson Tipton adjourned the meeting at approximately 4:59 p.m.

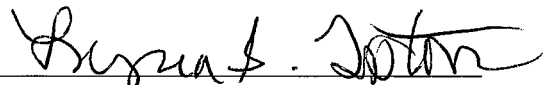


was discussed. Mr. Parker described his experience with a well-structured chain of command, in which the City Manager worked under the Council, and staff clearly worked under the City Manager. The effectiveness of public participation at Council meetings was discussed. Some Committee members expressed frustration, feeling Public Comment, as it currently functions, is unsatisfying and does not lead to resolution. They considered practical reasons why results may not be seen immediately. They agreed clarity of communication is crucial for all sides.

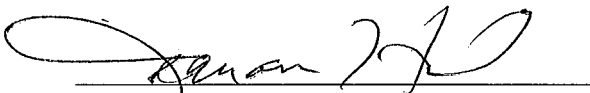
They spoke about the role of Councilmembers as representatives of their constituents, and their responsibility to make the best decisions for the City. The importance of education was mentioned. The pros and cons of a rotation of elected officials to serve as mayor, including the inability to grow as a leader under such short terms, public confusion about the identity of the mayor, and the public perception they are being deprived of a power.

The Committee discussed who should assume the responsibility of upholding the Charter, especially in the face of possible violations. Chairperson Tipton explained the duties of Council as defined by statute. The expense of running At-large was discussed. The Committee acknowledged that Councilmembers serve as representatives of the people yet are independently elected to make their own decisions. Chairperson Tipton pointed out the delicate balance of those two elements has been the challenge of democracy since its earliest times.

Vice-chair Coombes requested Committee address material he received from Mr. Brackins regarding meeting agendas and action points.



LYNN TIPTON, CHAIRPERSON  
2024 Charter Review Committee



JEANANN HAND, CITY CLERK  
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA  
CHARTER REVIEW COMMITTEE  
MINUTES MAY 23, 2024, 3:00 P.M.**

**Mount Dora City Hall |  
510 North Baker Street  
Mount Dora, FL 32757**

**CALL TO ORDER**

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the May 23, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

**ROLL CALL WITH DETERMINATION OF QUORUM**

**Members Present**

Lynn Tipton, Chairperson, District 2  
Adrian Coombes, Vice-chair, District 3  
Frances "Frank" Kirwin, District 4  
Ozell Ward, District 5  
Keashawn "Kay" Volmar, At-large  
Thomas Hudson, At-large

**Also Present**

Vince Sandersfeld, City Manager  
Patrick Brackins, City Attorney  
Jeanann Hand, City Clerk

**Members Not Present**

Gregg Joshua Hemingway, District 1

**APPROVAL OF MINUTES**

**A. May 9, 2024 Charter Review Committee Minutes**

***MOTION BY VICE-CHAIR COOMBES TO APPROVE THE MINUTES FROM THE MAY 9, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

**PUBLIC PARTICIPATION**

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

**NEW BUSINESS**

Chairperson Tipton briefly described the concept of the cover memo that would be submitted to City Council with the Charter Review Committee's report.

**The Committee reached a consensus that gender neutral language would be recommended to Council, using the pronouns "they/them."**

**A. Preamble**

**The Committee reached a consensus that they would provide a Preamble to Council.** Committee members reviewed the Preamble examples that had been distributed for their review, and the draft Preambles submitted by Committee members. They narrowed their focus to the draft Preambles submitted by Committee members.

They discussed the value of a Preamble, noting that it is an appropriate place to include content that may not belong in other sections of a charter. They discussed Preamble length and considered the phrases and concepts they felt were of value to the Preamble. They favored the word "stewardship."

The Committee's discussion resulted in the following Preamble draft:

**“We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is ”Someplace Special.” We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.”**

#### **B. ARTICLE I. ESTABLISHMENT OF ENTITY**

Chairperson Tipton confirmed the Committee had no recommendations for Section 1. Corporate Boundaries or Section 2. Powers.

The Committee considered whether Section 3. Government should be altered, and finally agreed there were no recommendations for that section.

#### **C. ARTICLE II. LEGISLATURE**

**The Committee agreed to recommend a change in Article II, Section 4. City Council in consideration of allowances for attendance through electronic communication technology.** The City Attorney presented draft language striking the final sentence in Section 4, “Members of city Council may not vote in absentia,” and replacing that sentence with, “So long as a physical quorum of the city council is present, a member of the city council may attend, participate and vote by available audio/video teleconferencing, but only if that member's physical absence arises from an exceptional or extraordinary circumstance which shall be determined in the good judgment of the quorum of city council members physically present.”

The Committee had no changes to recommend for Section 5. Qualifications.

The Committee had previously considered changes to Section 6. Compositions; districts, relevant to discussion of a Council of five members rather than seven. The Committee was advised that a change to this section would not take effect until after the next two election cycles. Committee members discussed changes that could be made regarding the role of mayor, expressing concern over the perception of mayoral powers. Some members favored a mayor elected among the Council. It was suggested that education might clarify the understanding of the mayor role.

The Committee discussed the pros and cons of at-large representation rather than district representation. They considered the potential for varying levels of accountability and district advocacy with at-large representatives rather than district-specific representation. They acknowledged certain things are not controllable by legislation.

It was suggested that the role of mayor may be clarified in the Duties and Prohibitions clause under ARTICLE IV. MAYOR.

The Committee expressed consensus that there are no recommended changes for Section 6 at this time, although the Committee, in their report to Council, may mention areas they believe should be examined more thoroughly regarding the composition of districts and the role of mayor.

The Committee had no recommendations for Section 7. Vice-mayor or Section 8. Meetings.

**Chairperson Tipton told the Committee that the addition of Prohibitions under Section 9 will require renumbering. The title “Duties” would be (a) under Section 9 with “Prohibitions” following as (b).**

The Committee discussed penalties for violations of the Charter. Public reprimand, censure, or monetary fines were mentioned. The process for removal from office is governed by State law. The Committee discussed self-policing under Home Rule. They reviewed the section of Daytona Beach’s code of ordinances, which addresses the matter in a manner similar to that which the Committee is discussing, and they considered the difficulties of enforcement. The appropriate role of the City Attorney was discussed.

The Committee agreed that (b) Prohibitions would be included in their report recommendations to City Council.

The Committee agreed they wish to recommend replacing the current Charter Review clause under ARTICLE II. Section 9. Duties with the following: “The City Council shall cause this charter to be reviewed from 2024 no less than every five years thereafter, by ad hoc committee and the city attorney.”

The Committee considered deviating from the Roman numeral number system, but decided against it.

#### **D. ARTICLE III. ELECTIONS AND VACANCIES**

The Committee agreed on a change to the first sentence of **Section 11. General and special elections** so that it reads **“A general election shall be held biennially on the first Tuesday after the first Monday in November.”**

**Section 12 would be revised with the following subheadings:**

(a) Terms. The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.

(b) Staggered terms. All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4 and the representative of district 5 shall be elected. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3 and the at-large representative shall be elected.

(c) Term limits. The mayor, any district representative and the at-large representative may only serve twelve (12) consecutive years. The time served by a person appointed or elected to fill the remainder of a vacant position shall be included in the twelve-year limitation.



Committee members discussed the benefits and drawbacks of term limit lengths.

### **Section 17. Vacancies**

The Committee considered Section 17. Vacancies. Chairperson Tipton brought up various reasons this section is important. Abundant absences make for a less effective Councilmember. The Committee considered the expense of special elections.

Chairperson Tipton confirmed the Committee by consensus agreed with the recommendation of (a) and (b) below for Section 17. Vacancies:

(a) Vacancies. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.

(b) Forfeiture of office. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:

(1) By absence. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.

(2) By disqualification. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.

The Committee considered the appropriate number of days of vacancy in relation to the timing of an election to fill the vacant seat.

The Committee agreed upon the following text for (c).

(c) Filling vacancies. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biennial general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy as soon as practical.

The Committee discussed what must be accomplished within their final meetings. The final opportunity for discussing changes will be June 7<sup>th</sup>.

**The Committee discussed a recommendation for ARTICLE IV. MAYOR that emphasized the ceremonial role of the mayor.**

### **ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATES**

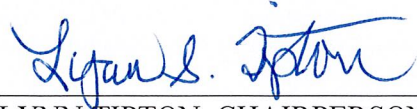
The Committee set the following meeting dates and times: Thursday, May 30<sup>th</sup> from 2 pm until 6 pm; Monday, June 3<sup>rd</sup> from 1 pm until 3 pm; and Thursday, June 6<sup>th</sup> from 3 pm until 5 pm.

### **ADJOURNMENT**

***MOTION BY MR. KIRWIN TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***



There being no further business for discussion, the meeting adjourned at approximately 5:25 p.m.



---

LYNN TIPTON, CHAIRPERSON  
2024 Charter Review Committee



---

JEANANN HAND, CITY CLERK  
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA  
CHARTER REVIEW COMMITTEE  
MINUTES MAY 30, 2024, 2:00 P.M.**

**Mount Dora City Hall |  
510 North Baker Street  
Mount Dora, FL 32757**

**CALL TO ORDER**

Having been duly advertised as required by law, at 2:10 p.m. Chairperson Tipton called to order the May 23, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

**ROLL CALL WITH DETERMINATION OF QUORUM**

Members Present

Lynn Tipton, Chairperson, District 2  
Adrian Coombes, Vice-chair, District 3  
Frances “Frank” Kirwin, District 4  
Ozell Ward, District 5  
Keashawn “Kay” Volmar, At-large, Mayor  
(Ms. Volmar arrived after roll call at 2:54 pm.)

Also Present

Vince Sandersfeld, City Manager  
Patrick Brackins, City Attorney  
Jeanann Hand, City Clerk

Members Not Present

Gregg Joshua Hemingway, District 1  
Thomas Hudson, At-large

**APPROVAL OF MINUTES**

**A. May 23, 2024 Charter Review Committee Minutes**

The Committee agreed that in the Preamble drafted at the May 23<sup>rd</sup> meeting, they would like the phrase “someplace special” to be formatted with the first letter of each word capitalized and the phrase contained in quotation marks, so that it would appear as “Someplace Special.”

The minutes were corrected on page three at Section 12 (c) to read

(c) Term limits. The mayor, any district representative and the at-large representative may only serve twelve (12) consecutive years. The time served by a person appointed or elected to fill the remainder of a vacant position shall be included in the twelve-year limitation.

***MOTION BY MR. WARD TO APPROVE THE MINUTES FROM THE MAY 23, 2024 CHARTER REVIEW COMMITTEE MEETING AS AMENDED IN THE PREAMBLE AND AT SECTION 12 (c); MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

**PUBLIC PARTICIPATION**

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, spoke about the rural protection area. Chairperson Tipton closed public comment.

**NEW BUSINESS**

**A. ARTICLE IV - MAYOR**

The committee considered ARTICLE IV. MAYOR. There were no proposed changes at this time. Earlier concepts discussed by the committee regarding the mayor role would be included in a proposed non-interference and/or prohibition clause under ARTICLE II. Section 9. Duties.

ARTICLE V. – CITY MANAGER was briefly discussed near the close of the May 23<sup>rd</sup> meeting, but no draft language existed. Any draft language proposed for this article would be presented to the committee at the June 3<sup>rd</sup> meeting, at which time the committee could review a draft report and

July 16, 2024 City Council Regular Session Agenda Packet Revision Page 448 of 507



possible ballot language. The final meeting on June 6<sup>th</sup> would be the occasion for the committee to view any changes to the report provided on June 3<sup>rd</sup> and would be the committee's opportunity to approve the final report.

Mr. Ward would not be able to physically attend the June 6<sup>th</sup> meeting.

***MOTION BY MR. KIRWIN TO EXCUSE MR. WARD'S PHYSICAL PRESENCE FROM THE JUNE 6, 2024 MEETING TO ATTEND VIA ZOOM DUE TO EXCEPTIONAL CIRCUMSTANCES; VICE-CHAIR COOMBES SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

The committee continued to consider ARTICLE IV. MAYOR. Members had previously discussed a desired emphasis on the ceremonial role of the mayor under the council-manager form of government under which the City operates. The committee considered adding the word "operational" to Section 18 (a) so that it would read "The mayor shall have no administrative or operational duties except as set forth herein," but decided against it. They concluded that the additional word may be distracting, and bring with it the burden of further definition. They reasoned that the conveyance of the mayor's operational limits would be more efficiently accomplished through education and training efforts.

The committee discussed the role of elected officials in the employee grievance process. Concerns regarding this topic would be addressed with the non-interference clause.

The committee proposed no changes to ARTICLE IV. (a) through (h).

## **B. ARTICLE V. – CITY MANAGER**

The committee proposed no changes to Section 19. Establishment of Office.

In Section 20, Appointment, the committee wished to change the required vote from majority to super majority. The proposed line would read "The city council shall, by a super majority (five (5) members) vote of the full council, appoint a city manager."

In Section 21, Removal, the committee similarly proposed to change the required vote to a super majority, so that the first sentence of Section 21 would read "The council may remove the city manager by a super majority (five (5) members) vote of the full council."

In Section 22, Compensation, the committee proposed to add the word "evaluation" to the title of the section, and to add the line "At least once each year, the city council shall evaluate the city manager's performance, in accordance with such procedures as the city council shall, from time to time, adopt."

The committee discussed the structure of city staff succession plans, and whether the topic would be effectively addressed in the charter, in city policy or through other means.

The committee proposed no changes to Section 24. Acting City Manager.

Chairperson Tipton reminded the committee of their previously-stated intent to, in the cover letter accompanying their report, request Council to consider their city manager evaluation process. They wished to recommend Council adopt an outline of standards by which they would evaluate the city manager performance over clearly-defined intervals of time. The evaluation would explicitly list goals and objectives, and key areas for the council and the manager to review, while allowing for open-ended discussion and conversation facilitating productive communication for all parties in the process. The City Attorney referred to a recent workshop had taken place to begin the establishment of such a structure. The City Manager informed the committee of the evaluation structures detailed in his employment agreement, and the performance matrix that had been created for this purpose. The committee discussed which elements of this, if any, should be included in a charter. They determined a recommendation in the report would be most effective.

Further discussion ensued regarding council involvement with city staff.

### **C. ARTICLE VI. – INITIATIVE AND REFERENDUM**

The committee considered whether Section 25. Initiative and Section 26. Referendum are appropriate for the charter. The permissions for Mount Dora electors as described in sections 25 and 26 are unusual and are not required by state law. The committee considered the process by which Mount Dora electors could exercise the rights allowed under these sections.

No recommendations were proposed by the committee for sections 25 through 31.

### **D. ARTICLE VII. - BUILDING HEIGHTS**

No changes were recommended for ARTICLE VII.

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, asked for clarification regarding the committee's meeting schedule. There have been minimal changes to the meeting schedule. All have been properly noticed. Chairperson Tipton closed public comment.

### **E. SUMMARY OF DISCUSSION**

Chairperson Tipton reviewed with the Committee their recommendations for gender neutral language and the addition of the preamble.

### **F. NON-CHARTER RECOMMENDATIONS**

Chairperson Tipton reviewed with committee members non-charter recommendations for future actions by the council:

#### **ARTICLE II. - LEGISLATURE**

##### **Section 6. Compositions; districts**

The committee recommends a future Council workshop to discuss the options for the election of the mayor under the council-manager form of government which include mayors being elected from within the council or through a rotational election. The workshop should include public participation.

##### **Section 9. Duties**



The committee recommends that in addition to the non-interference clause that will be part of the charter review report, the city should conduct lengthier or more detailed training during orientation for mayors and council members. The committee recommends the training include presentations from an ICMA Senior Advisor. The committee also recommends more intentional education offered for the public on the subject of mayor and council roles. It may be a City Council workshop with public attendance and participation. It could be noticed as a community meeting

#### ARTICLE V. – CITY MANAGER

The committee recommends the implementation of an evaluation matrix for city manager job performance, and tracking of goal achievement.

Working with Mr. Brackins, Chairperson Tipton will provide a draft of the recommendation document at the June 3<sup>rd</sup> meeting.

#### PUBLIC COMMENT

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, asked what happens when a charter violates state law. It was explained that state law has more power than a municipal charter.

Chairperson Tipton informed Ms. King-Harris that the rural area protection map is not a charter or city issue.

#### ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATES

The next meeting will be held on Monday, June 3<sup>rd</sup> from 1 pm until 3 pm with an agenda to include:

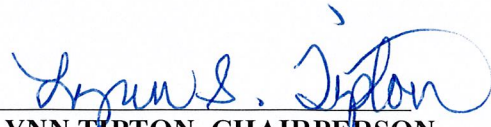
- proposed language changes section by section, including the preamble
- approval of minutes
- review and preparation of June 6<sup>th</sup> meeting content that will be presented to Council for adoption, including ballot language.

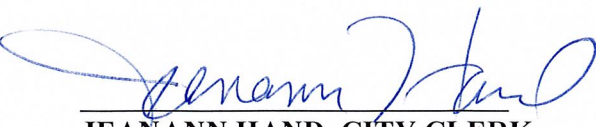
The final meeting will take place on Thursday, June 6<sup>th</sup> from 3 pm until 5 pm.

#### ADJOURNMENT

***MOTION BY VICE-CHAIR COOMBES TO ADJOURN; MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, the meeting adjourned at approximately 3:36 p.m.

  
 LYNN TIPTON, CHAIRPERSON  
 2024 Charter Review Committee

  
 JEANANN HAND, CITY CLERK  
 City of Mount Dora



## **EXHIBIT B - PRESENTATIONS**

# City of Mount Dora: City Charter Review

April 2024

# Municipal Charters in Florida

- ▶ All charters are unique; haven't found any two identical
- ▶ 411 cities, towns and villages – all have a charter
- ▶ Goal for today: discuss charter review roles, municipal characteristics in Florida, and compare Mount Dora using data collected



# Charters

- Like a Constitution – broad framework
- Explains the vision, mission and structure of the municipality
- Explains how the representatives will be elected; chain of command and fiscal authority
- Details are by ordinance (law) and policies
- Short: 8 to 10 pages in length

# Charter Review Committees

- Some are created by charter with specific appointment terms
- Some are created by ordinance, or at the request of a city council; varies widely across Florida's municipalities
- Committee is usually tasked with a time-specific review, assisted by counsel, and to bring back any recommendations to the council
- The council may choose to place items directly on the ballot based upon recommendations of the counsel and committee
- The role of citizens in this process is crucial: representation of the public; ability to weigh issues and to understand the charter's importance as the city's governing foundation



# Common Charter Elements

- ▶ Preamble
- ▶ Boundaries
- ▶ Legislative Body
- ▶ Form of Government
- ▶ Charter Officers (positions defined)
- ▶ Fiscal and Fiduciary Authorities and Responsibilities
- ▶ Amendment Process



# Comparable Charter Characteristics: Legislative

- Size of Council or Commission: five (5) members is most common; some seven (7) and some (6) where mayor is non-voting
- Length of term: two- and four- year terms are fairly evenly spread across 41 1; smaller percentage use three-year term
- Type of election per council seat: at-large; single-member district (SMD); elected seat with at-large voting; true at-large; some councils are mix of at-large and SMD
- Selection of mayor: 3 options: elected at large; elected from within the council; rotational

# Forms of Municipal Government in Florida

- ▶ **Council-weak mayor:** original form brought over from England; council shares all powers; about 85 Florida cities with populations less than 25,000
- ▶ **Council-strong mayor:** an elected executive implements council actions and administers the city; about 40 Florida cities in all populations
- ▶ **Commission:** each elected official oversees one or more departments autonomously; come together as legislative body. About 2 Florida cities have this
- ▶ **Council-Manager or Commission-Manager:** professional manager appointed by mayor & council to administer city, prepare agenda and recommend actions to council, and present a budget each year; about 280 Florida cities of all populations
- ▶ **Hybrid:** elements of the above

# Charter Offices and Departments

- ▶ Some cities seek to establish a department by including it in the charter so that any changes would require referendum
- ▶ The other way to establish departments is by resolution or ordinance
- ▶ Examples can include utilities, police and fire, or a specific service unique to that municipality
- ▶ Charter positions most often include attorney, clerk and manager (if that form of government)

## Mount Dora Comparisons:

- Using populations from 16,492 to 19,428 for nine (9) to compare
- Characteristics: 0 are Rural; 0 urban; 10 suburban
- 10 are Council-Manager or Commission-Manager; 0 Council-Strong Mayor; 0 Commission; 0 Council-Weak Mayor; 0 Hybrid
- Number of elected seats: 1 has seven seats; 2 have six seats; 7 with five seats
- *Should also compare scope of services if any charter elements are compared more deeply*



# City of Mount Dora: Chart of Comparisons

| Municipality (County)   | 2023 Popltn | Form | Council Seats | Notes        |
|-------------------------|-------------|------|---------------|--------------|
| Niceville (Okaloosa)    | 16,492      | C-M  | 6             |              |
| New Port Richey (Pasco) | 17,313      | C-M  | 5             |              |
| Lake Mary (Seminole)    | 17,366      | C-M  | 5             |              |
| Lake Wales (Polk)       | 17,384      | C-M  | 5             |              |
| Mount Dora (Lake)       | 17,843      | C-M  | 7             |              |
| Pinecrest (Miami-Dade)  | 18,395      | C-M  | 5             |              |
| Stuart (Martin)         | 19,264      | C-M  | 5             |              |
| Auburndale (Polk)       | 19,298      | C-M  | 5             |              |
| Zepphyrhills (Pasco)    | 19,337      | C-M  | 6             | M non-voting |
| Seminole (Pinellas)     | 19,428      | C-M  | 5             |              |

Forms Note:

C-M refers to Council-Manager

M non-voting in 6 member coun.



# Best Practices in Charter Reviews

- Appointing representative citizens
- Holding several public forums for discussion (especially if referendum is scheduled)
- Use of website for agenda, minutes of meetings, display of current and proposed language – can help engage citizens
- If referendum is scheduled, develop “FAQ” for website
- Consider partnering with other civic organizations to help with forums, public discussions – reach out and include these groups

# More Best Practices: Charter Review Committees

- Charter powers/authority granted to more than one entity
- Confusing language in elections section – usually in qualifications
- Writing too much: less is better



# Charter Trends in Florida



- ▶ **Form of government:** trend since 1950s toward the council-manager and commission-manager form of government (including new incorporations)
- ▶ **Charter review time periods:** 10- to 15-year periods are widely seen

# Charter Review: Questions to Consider

- From the 2021 ninth edition of the Model City Charter:
- Is the charter reflective of the city's current population?
- Is the council representative of the population, both resident and business?
- Does the charter address responsible professionalism, and do it adequately?
- Has the city provided opportunities for citizen participation in the process?
- Is the city engaged in civic education about the charter (web site, for example)?



# Resources

- The Model City Charter- National Civic League
- [www.ncl.org](http://www.ncl.org) – use their questions, not language
- Charters in FL: [www.municode.com/library](http://www.municode.com/library) select FL and view list of codified city charters
- FLC Research: Center for Municipal Research tab on FLC website for Peer City information

# Questions and Discussion





Thank you for including the  
Florida League of Cities in  
your process!



## MEMORANDUM

**To:** The City of Mount Dora, Charter Review Committee

**From:** Patrick Brackins, Esq.

**CC:** Vince Sandersfeld

**Re:** Charter Review Process, Recommended Procedures

**April 11, 2024**

Welcome to the 2024 Mount Dora Charter Review Committee. Please find below a brief summary of your responsibilities under the Charter, a summary of the ballot summary and title requirements for charter amendments under Florida law, and a recommended procedure for you to consider. I look forward to working with you.

### **Charter Review Committee.**

Section 9 of the Charter provides that the City Council shall appoint an ad hoc committee to review the charter no less than once every five years. The final report of the 2019 Charter Review Committee has been included in your packet. On April 2, 2024, the City Council, pursuant to Resolution 2024-12, established the 2024 Charter Review Committee. Under Section 9, your report and recommendations to the City Council must be presented no later than the second regularly scheduled City Council meeting in June. However, because any recommended charter amendments approved by the City Council to be placed on the ballot for the next general election must be done by ordinance, my recommendation is that your final report be presented to the City Council no later than the end of May.

### **Ballot Summary and Ballot Title Requirements.**

Florida law requires that a ballot summary not exceed 75 words in length and a ballot title may not exceed 15 words in length. Fla. Stat. § 101.161(1). The ballot summary is an explanatory statement and

it must “provide fair notice of the content of the proposed amendment so that the voter will not be misled as to its purpose, and can cast an intelligent and informed ballot.” *Advisory Op. to Att’y Gen. re Term Limits Pledge*, 718 So. 2d 798, 803 (Fla. 1998). Similarly, a ballot title may not be written in a manner that misleads the public. I am happy to provide more detailed information on this topic if it will assist you.

### **Recommended Review Procedure.**

With less than two months to conduct a comprehensive, efficient, and effective review of the City of Mount Dora Charter, I want to offer the following recommendations based on our firm’s collective experience and participation in numerous charter reviews while serving as legal counsel. My recommendations are as follows:

- Set a realistic regular meeting schedule at today’s meeting with the understanding that each meeting will be publicly noticed, agendas will be prepared, and minutes will be taken.
- The Charter has seven (7) articles. You can dedicate certain meetings to certain articles for review, but you also do not have to be beholden to that schedule. For example, if a majority of the public comments and members’ attention is directed to a particular article, you can devote more time to those items.
- Remember, the Sunshine Law and Public Records Act applies to this committee and its meetings. While I can share memorandums with the committee between meetings, the committee’s discussions must take place between the gavels at a public meeting. Please plan accordingly when determining your meeting schedule.
- Conduct the meetings like any regular public meetings by allowing a public comment period at the beginning, before getting into the actual discussion of the charter sections on the agenda for that specific meeting. Three minutes is widely used for individual public comments. Once the working portion of the meeting begins (the committee’s discussion of the various sections), make sure the discussion stays with the committee and does not become an open forum. Remind the public that they may submit written public comments. If it is your wish to adopt Robert’s Rules of Order, do so only as a guide since strict application will only hinder your ability to perform your work in an efficient manner due to the time constraints.
- Set a time limit for the meetings (2 hours for example) and stick to it.
- Include legal counsel at all meetings (in person or by Zoom) so any suggestions for changes that may be headed down a problematic path can be redirected or advised upon before they



gain traction. In other words, before the community and council members get invested in a change that is not legally permissible, please consult your counsel. For example, as many of you know, the Committee may not change the legal boundaries of the City via a charter amendment. In addition to oral opinions, please seek memorandums of law on particular subjects as they arise so you can make fully informed decisions about what the Committee may recommend to the City Council.

- While I will attend all of your meetings, if I have a conflict, another member of our firm will attend each of your meetings.

# Charter Presentation

May 9, 2024

# Forms of Government

- ▶ There are 4 basic forms of government in the United States.
  - Strong Mayor Form of Government
  - Weak Mayor Form of Government
  - Council–Manager Form of Government
  - Commission Form of Government

# Forms of Government

- ▶ Characteristics of Strong Mayor Form of Government
  - Presidential in Model
  - Concentrates Executive Power and Authority in One Individual
  - The Mayor Appoints all Department Heads–Some Charters do require advice and consent by the City Council.
  - The Mayor usually retains veto authority over Council actions. Council may over ride Mayor veto. Charter defines the percentage to over ride a veto.

# Forms of Government

- ▶ Strong Mayor Form of Government
  - Direct Control over the day-to-day operation of the City
  - Often there is a Split Policy Agenda
  - Appoints the City Administrator who is responsible of carrying out the Mayor's Policies. City Administrator is responsible to the Mayor only
  - Council retains all legislative authority
  - Mayor proposes a budget and Council approves the budget. Mayor is responsible for administering the budget. Council has oversight responsibility



# Forms of Government

- ▶ Strong Mayor Form of Government
  - Council Agenda and Priorities often do not agree with the Agenda and Priorities of the Mayor
  - Council selects its own presiding officer
  - Charter outlines in detail the powers and authority of both the Mayor and Council
  - This form of government tends to be more political
  - This form of government is often seen in larger cities. However, there are a number of large cities in the US who have other forms of government
  - Approximately 28% of cities in Florida operate under this form of government

# Forms of Government

- ▶ **Weak Mayor–Council Form of Government**
  - Mayor is directly elected but power and authority are restricted
  - Mayor may or may not be the chair of the Council. Normally, the Council selects its own chair.
  - The Mayor is responsible for the day-to-day operations of the City
  - The Council retains far more authority over the daily operations of the City
  - The Council maintains control of the budget
  - All legislative authority is retained by the Council
  - Can be a conflict between the Mayor and Council over policy direction and issues
  - Slightly more than 1% of cities in Florida operate under this form of government

# Forms of Government

- ▶ Commission Form of Government
  - Distinctly American
  - First Commission Form of Government was Galveston, Texas. (Galveston does not currently operate under Commission Form of Government)
  - Commissioners serve as elected department heads or areas of governance
  - The Commission form is very administrative inefficient
  - Conflicts of interest are common because Commissioners often prioritize their own Department needs ahead of the overall city needs

# Forms of Government

## ▶ Commission Form of Government

- Legislative authority is vested in the Commission
- Commissioners come together to form the governing body
- Tends to in very small cities. Today less than .1% of cities in Florida operate under the Commission Form of Government
- Each Commissioner is responsible of the daily operation of their individual department or area
- Each Commissioners runs on an agenda for their specific department
- Tends to be very political
- Mayor or chair is more ceremonial with no real power

# Forms of Government

- ▶ Council–Manager Form of Government
  - Distinctly American
  - First created in the early 1900s, in response to political machine scandals (example–KC Bosses James & Tom Pendergast–saloons, gambling & prostitution)
  - In the SE, Virginia, South Carolina and North Carolina were among the first with “professional manager” positions. Stanton, Virginia is often recognized as the first city in the nation to adopt the Council–Manager Plan. In Florida Approximately 69% of the cities have Council–Manager Form of Government in their charters



# Form of Government

- ▶ Goal of Council Manager Form of Government
  - Supporters wanted to separate political pressures from the day-to-day administration of cities and counties
  - Focus on merit-based employment & professional service delivery
  - Patterned after business model: with voters as stockholders; Mayor and Council as board of directors setting the policy; CM as CEO responsible for day-to-day administration

# Form of Government

## ► Council-Manager Details

- City Charter defines the role of the legislative body (council)
- City Charter defines powers and duties of the appointed manager
- The City Council appoints a professional manager to manage the day-to-day operation of the City and to implement City Council Policy, Priorities, Ordinances and Resolutions. Often the Charter will outline the qualifications that the Council will use in appointing a manager
- The Manager is responsible to the City Council for implementation of Council Policies, Ordinances and Resolutions
- The Manager is responsible to the City Council and can be removed at any time by the City Council, for cause and without cause
- Additional policies related to both roles are then written into city policies that are adopted by the council—examples could include—finance and procurement policies; investment policies; guidelines for conducting public meetings & citizen boards.

# Form of Government

## ► Role of the Mayor and Council

- Unified form of government meaning that the Mayor and City Council are responsible for developing the vision for the City and establishing the Policy direction for the City
- Establishment of Policy is a Shared responsibility with the Mayor & Council. The Manager and staff are advisors to the Mayor and Council on Policy offering Policy Options and Recommendations
- Mayor is presiding Officer of City Council & ensures civility and structure during meetings
- Mayor & Council approve the annual budget, set the tax levies; approve all local ordinances, such as planning and zoning, stormwater, impact fees, etc. and establish annual policy priorities/goals for completion by the Manager

# Form of Government

## ▶ Additional Council Roles

- Council is the local legislative body; state law requires appropriation of funds and most city charter contain fiscal, fiduciary, legislative and oversight responsibilities by Council
- Council works toward their decisions in publicly-noticed meetings (Open Meeting Laws) – including workshops, public hearings and legislative meetings
- Council also works with other elected officials (local, state & federal) to support the established priorities and goals of the City

# Form of Government

## ► City Manager's Role

- Manager is responsible for day-to-day administration with personnel authority for staff (Note-Clerk & City Attorney are often separate Charter Officers appointed by Council)
- Manager prepares the budget to present to City Council reflecting Council priorities
- Manager has expenditure authority after the budget adopted (limits set by Council)
- Manager prepares agenda material with recommendations/research for council
- Manager provides updates on council priorities



# Form of Government

- ▶ Key Steps in Council–City Manager Partnership
  - The International City–County Management Association (ICMA) recommends that City Councils discuss expectations and performance measurements with their City Manager annually
  - Attainable Goals (example–financially feasible), should be set for the Manager
  - The ICMA Code of Ethics ensures that managers remain non–political
  - Communication is the key: regular discussion times (individual meetings, workshops, etc) with mayor and council on priorities

# Orientations and Retreats

- ▶ Many councils find it helpful to hold annual retreats for priorities/goal setting, long-range planning and to review specific strategies with the manager as required
- ▶ Newly-elected council members should have orientation time with the manager on priorities, issues, strategies and roles/responsibilities of Council and key staff
- ▶ Which is being covered today with the Council, manager and FCCMA senior advisors

# Additional Resources

- ▶ The Model City Charter published by the National Civic League—an excellent guide
- ▶ Florida League of Cities for newly elected officials, annual conferences, and advanced sessions for elected officials
- ▶ Senior Advisors (retired city and county managers) available to work with cities on form of government questions. Senior Advisors may be requested through FCCMA.

# Election of the Mayor

- ▶ There are three basic methods that Cities use to elect the Mayor
  - Direct Election of the Mayor
  - Elected by the Governing Body
  - Rotation Amongst the Members of the Governing Body

# Election of the Mayor

- ▶ Under the Strong Mayor and Weak Mayor Form of Government, the Mayor is directly elected
- ▶ Under the Council–Manager Form of Government, the Mayor is a member of the governing body
  - The Direct election method under the Council–Manager Form of Government designates one of the Council seats as the Mayor’s position. The Mayor runs city–wide. The Charter outlines responsibilities of the Mayor. More Cities are using this method of selecting the Mayor
  - Elected by the City Council was the traditional method of electing the Mayor when it was formed. The Mayor’s primary role is chairing the meeting, signing documents, etc.
  - Rotation Method is used by some cities. It means that the Mayor’s position is rotated annually amongst the membership allowing each Council Member the opportunity to be Mayor. The Mayor’s primary role is chairing the meeting, signing documents, etc.



# Electing City Council Members

- ▶ There are three distinct ways of electing Council Members
  - Single Member Districts
    - Council seats are organized into districts of equal population
    - A member of Council is elected to represent each district
    - Only those voters in that district can vote for their representative
    - One of the pitfalls of a single member district is that the elected official may have a district perspective, not a city-wide perspective

# Electing City Council Members

- ▶ Three distinct ways of electing Council Members
  - At Large
    - The number of Council seats is determined by Charter
    - No requirement to live in a specific area of the City
    - Voted on by all the voters
    - All members have to have a city-wide perspective
    - One of the pitfalls is that all members could live in only one area
    - A second pitfall is it potentially limits minority participation

# Electing City Council Members

- ▶ Three distinct ways of electing Council Members
  - Hybrid
    - City is divided in Council Districts based on population
    - In order to run for office, a person must reside in the district
    - The candidates run city wide
    - Guarantees representation of all areas of the city rather than a potential concentration of elected officials from one specific area of the city
    - Council Members must have a city-wide perspective

## **EXHIBIT C – MATRIX OF CHARTER AMENDMENTS**

| Charter Section                       | Title and Ballot Question                                                                                                                                                                                                                                                                                                                                          | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part I - (Create Preamble)            | <p>CREATING A PREAMBLE TO THE CHARTER OF THE CITY OF MOUNT DORA</p> <p>Amending the charter by creating a preamble, stating the values, goals and purposes of the charter and acknowledging that Mount Dora is “SOMEPLACE SPECIAL.” This charter amendment does not create any new rights, duties, obligations, or prohibitions.</p>                               | <p>This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Mount Dora’s charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Mount Dora is and its goals.</p>                                                                                                                                                                                                             | <p><u>We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is "SOMEPLACE SPECIAL." We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.</u></p> |
| Article II<br>Establishment of Entity |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Section 4<br>City Council             | <p>REMOVING THE PROHIBITION ON VOTING IN ABSENTIA</p> <p>Amending the charter by removing the prohibition on city council members voting in absentia. This amendment will cause the determination of whether a member of the city council can participate and vote while not physically present will be determined by the general law of the State of Florida.</p> | <p>This Charter amendment would remove the prohibition on members of the city council being able to cast votes in absentia. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.</p> | <p>The city council shall consist of seven (7) members, including the mayor. The mayor shall be considered a member of the city council for all purposes. <del>Members of the city council may not cast votes in absentia.</del></p>                                                                                                                                                                                                                                                                                           |



| Charter Section                | Title and Ballot Question                                                                                                                                                                                                                      | Purpose                                                                                                                                                     | Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 9(a)<br>Charter Review | AMENDING THE MONTH FOR ESTABLISHING THE CHARTER REVIEW COMMITTEE<br><br>Amending Section 9, to establish the charter review committee in January instead of April, and to amend the year from which the establishment of the committee begins. | This Charter amendment would amend when the charter review ad hoc committee would be formed and establish the year from when the review period would begin. | The city council shall cause this charter to be reviewed <del>in 2014</del> <u>from 2024</u> no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its direction. The ad hoc committee shall be appointed no later than the first regularly scheduled meeting of <del>April</del> January. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June. |

| Charter Section                 | Title and Ballot Question                                                                                                                                                                                                                                                                           | Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 9(b) - Non-Interference | <p>RENUMBERING AND PROHIBITING CITY COUNCIL MEMBERS FROM INTERFERING WITH OPERATIONS EXCEPT THROUGH CITY MANAGER</p> <p>Amending Section 9, renaming section, renumbering, and adding a prohibition on city council members interfering with city operations except through the City Manager. .</p> | <p>This Charter amendment would create a prohibition on members of the city council interfering with the administration of the City except through the City Manager. Many cities operating under the council-manager form of government have a charter provision prohibiting members of the city council from interfering with the operations of the City except through the City Manager. Creating this prohibition is consistent with best practices and the majority of other cities having this form of government. This amendment would also renumber Section 9.</p> | <p>(a) <u>Duties.</u></p> <p>(1)The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures, and generally accepted accounting principles.</p> <p>(2)The city council shall annually cause to be conducted an audit of the accounts and records of the City of Mount Dora. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to the adoption of this provision. Upon receipt of the auditor's annual report, the city council shall adopt, by resolution, time parameters and procedures for the correction of all deficiencies noted in the auditor's annual report.</p> <p>(3)The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of the city attorney. The city shall also periodically update the codification established hereunder. A report of the codification review shall be presented to the city council no later than the first regularly scheduled council meeting of August.</p> <p>(4)The city council shall cause this charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.</p> <p>(5)The city council shall individually make appointments to all boards and ad hoc committees created by the city council based upon procedures from time to time be established by the city council.</p> <p>(b) <u>Prohibitions.</u></p> <p>(1)<u>Interference with administration.</u> Except for the purpose of inquiries and investigations authorized by the city council, the city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager; neither the city council nor its members shall directly issue orders to these staff members, publicly or privately. This provision shall not be construed to restrict individual councilmembers from actively monitoring city operations, including asking questions and engaging in discussions with the city manager regarding matters concerning supervised employees, and to offer opinions and recommendations on such matters. Suggestions for improvement in city government operations from individual council members shall be made through the city manager so that the city manager may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.</p> |

| Charter Section                                     | Title and Ballot Question                                                                                                                                                                                                       | Purpose                                                                                                                                                                              | Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Election and Vacancies                              |                                                                                                                                                                                                                                 |                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Section 11 - Biannual General Elections             | <p>CORRECTING THE CHARTER TO REFLECT GENERAL ELECTIONS ARE HELD BIANNUALLY</p> <p>Amending Section 11 to correctly reflect general elections are held Biannually</p>                                                            | <p>This Charter amendment corrects changes made to the election cycle in 2019 to reflect that general elections will be held biannually.</p>                                         | <p>A general election shall be held <del>each year</del> <u>biannually</u> on the first Tuesday after the first Monday in November. Special elections, other than those expressly provided for herein, may be called for by the city council as the city council, in its sole and absolute discretion, deems necessary.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Section 12 - Renumbering and Increasing Term Limits | <p>INCREASING TERM LIMITS TO TWELVE CONSECUTIVE YEARS AND ADDING SUBHEADINGS</p> <p>Amending Section 12 to increase the term limits to twelve (12) consecutive years, adding subheadings, and bringing language up to date.</p> | <p>This Charter amendment provides subheadings, brings the language up to date, and increases the term limits from eight (8) consecutive years to twelve (12) consecutive years.</p> | <p><u>(a) Terms.</u> The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.</p> <p><u>(b) Staggered terms.</u> All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4, and the representative of district 5 shall be elected for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3, and the at-large representative shall be elected for four (4) year terms beginning in 2022.</p> <p><u>(c) Term limits.</u> The mayor, any district representative, and the at-large representative may only serve <del>eight (8)</del> <u>twelve (12)</u> consecutive years in the same position. The time served by a person appointed or elected to fill the remainder of a vacant position shall <del>not</del> be included in the <del>eight year</del> <u>twelve (12) year</u> limitation.</p> |

| Charter Section        | Title and Ballot Question                                                                                                                                                                                                                                              | Purpose                                                                                                                                                                                                                                                                                                                                         | Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 17 - Vacancies | <p>REPLACING AND REORGANIZING CHARTER LANGUAGE REGARDING COUNCIL VACANCIES AND SCHEDULING SPECIAL ELECTIONS</p> <p>Amending Section 17 to clarify requirements for filling council vacancies and holding special elections, reorganizing section with subheadings.</p> | <p>This Charter amendment repeals and replaces the current Section 17 language regarding council vacancies in office and the holding of a special election to fill a council vacancy. The amendment further creates subheadings and reorganizes the language of the current charter regarding council vacancies and forfeiture from office.</p> | <p><del>The office of any councilmember, including the office of the mayor, who dies or resigns, or who is removed from office, or who is absent from four (4) consecutive regularly scheduled council meetings, shall be declared vacant by resolution of the remaining councilmembers. The office of any councilmember, including the office of the mayor, who is absent from four (4) nonconsecutive regularly scheduled council meetings during a calendar year, may be declared vacant by resolution of the remaining councilmembers. The office of any councilmember who is a district representative, and who establishes a permanent residence outside of the district which the councilmember represents, shall be declared vacant by resolution of the remaining councilmembers.</del></p> <p><del>Should the office of any councilmember, including the office of the mayor, be declared vacant more than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the city council shall call for a special election to fill the vacancy for the remainder of the term of the office vacated.</del></p> <p><del>Should the office of any councilmember, not including the mayor, be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the mayor shall appoint, with the approval of city council, an elector of the city, who is qualified to hold the particular office declared vacant, to fill the vacancy.</del></p> <p><del>Should the office of the mayor be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the vice mayor shall assume the office of the mayor. The council office held by the vice mayor shall be declared vacant and shall be filled in accordance with this section.</del></p> <p><del>Any city council office, including the office of the mayor, filled by appointment pursuant to this section shall be open for election on the first Tuesday after the first Monday of the immediately following November, whereupon the office will be filled for the unexpired portion of the existing term or for a full term, whichever is applicable.</del></p> <p><u>(a) Vacancies.</u> The office of any councilmember shall become vacant upon the member’s death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.</p> <p><u>(b) Forfeiture of officer.</u> A councilmember’s forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:</p> <p><u>(1) By absence.</u> A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member’s forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.</p> <p><u>(2) By disqualification.</u> Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.</p> <p><u>(c) Filling vacancies.</u> A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biannual general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy, to be held as soon as practicable. If a vacancy in the office of the mayor occurs, the vice-mayor shall assume the office of the mayor for the remainder of the mayor’s original term, and the council office held by the vice-mayor shall be filled in the manner provided in Section 7 of the Charter.</p> |

| Charter Section                             | Title and Ballot Question                                                                                                                                                                                                             | Purpose                                                                                                                                                                                                                                 | Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Article V., City Manager                    |                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Sections 20 and 21, Appointment and Removal | <p>REQUIRING SUPER MAJORITY VOTE OF CITY COUNCIL TO APPOINT OR REMOVE CITY MANAGER</p> <p>Amending Sections 20 and 21 to require a super majority vote of the city council, five (5) votes, to appoint or remove the City Manager</p> | <p>This Charter amendment provides that the City Manager shall be appointed and removed by a super majority vote of the City Council, meaning five (5) members of the City Council must vote to appoint or remove the City Manager.</p> | <p><u><b>Art. V., Sec. 20. Appointment.</b></u></p> <p>The city council shall, by a <u>super</u> majority (<u>five (5) members</u>) vote of the full council, appoint a city manager.</p> <p><u><b>Art. V., Sec. 21. Removal.</b></u></p> <p>The council may remove the city manager by a <u>super</u> majority (<u>five (5) members</u>) vote of the full council. However, upon demand by the city manager, a public hearing shall be held prior to a vote to remove the city manager. The public hearing shall be held, at a city council meeting, not earlier than fifteen (15) days nor more than thirty (30) days after the demand is served. The demand must be in writing and served upon the mayor. The city manager shall continue to receive full salary until removed from office.</p> |



## **Exhibit "B"**

### **RESOLUTION NO. 2024-25**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE 2024 CHARTER REVIEW COMMITTEE REPORT AND ADDENDUM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ACCEPTANCE OF THE REPORT AND ADDENDUM; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Section 166.031, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality, proposed amendments to its charter; and

**WHEREAS**, pursuant to the City of Mount Dora Charter, Section 9, the City Council shall cause its Charter to be reviewed, and thereafter, no less than once every five years; and

**WHEREAS**, on April 2, 2024, the City Council appointed the 2024 Charter Review Committee to begin reviewing the City Charter for necessary changes; and

**WHEREAS**, the 2024 Charter Review Committee reviewed, considered, studied and analyzed the City Charter and received public input during its multiple public meetings; and

**WHEREAS**, the 2024 Charter Review Committee convened for its final meeting on June 6, 2024; and

**WHEREAS**, the 2024 Charter Review Committee submitted its final report with recommendations to the City Council on June 18, 2024; and

**WHEREAS**, the City Council has considered all of the recommendations proposed by the 2024 Charter Review Committee; and

**WHEREAS**, the City Council of the City of Mount Dora has determined that it is in the best interest of its citizens to accept the Charter amendments offered by the 2024 Charter Review Committee, as modified herein, and propose the same to the registered voters of Mount Dora at the general election, as specified therein, to be held on November 5, 2024.

**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 findings are hereby adopted.

**SECTION 2. Acceptance of Report.** The City Council hereby accepts the 2024 Charter Review Committee Report attached hereto as **Exhibit "A" (Report)** and hereby instructs the City Manager and City Attorney to prepare the appropriate City ordinances in order to propose the

Resolution No. 2024-25

suggested Charter changes, as modified herein, to the registered voters of Mount Dora at the general elections, as specified in the Report, to be held on November 5, 2024.

- A. **Ballot Question #1** shall be amended to reflect “. . . Mount Dora is “~~SOMEPLACE~~ Someplace SPECIAL Special.””; and
- B. **Ballot Question #3** shall be amended to reflect: “Amending Section 9, to establish the charter review committee in ~~January~~ February instead of April, and to amend the year from which the establishment of the committee begins.”
- C. **Ballot Question #4** shall be amended to reflect that the actual change to the Charter, if approved, shall be as follows: Art. II, Sec. 9(b). Interference with administration. “Except for the purpose of formal inquiries or investigations authorized by the city council, the city council or its members shall not give orders or direction to city officers and employees who are subject to the direction and supervision of the city manager.” All other portions of the proposed Section 9(b)(1) are stricken.
- D. **Ballot Question #8**, regarding the proposal to require a supermajority vote to appoint or remove the city manager, is not approved by the City Council for submission to the registered votes of Mount Dora and shall not be forwarded to the Supervisor of Elections.

**SECTION 3. Savings Clause.** All prior actions of the City of Mount Dora pertaining to the 2024 Charter Review Committee and the Report and Addendum generated therefrom, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 4. 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 5. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. 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 7. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**(SIGNATURES ON FOLLOWING PAGE)**

Resolution No. 2024-25

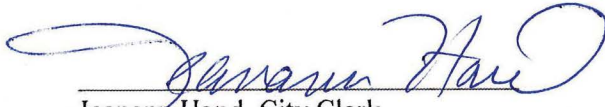
2

**PASSED AND ADOPTED this 2nd day of July 2024.**



**Crissy Stile, Mayor**  
**City of Mount Dora, Florida**

**ATTEST:**



**Jeanann Hand, City Clerk**  
**City of Mount Dora, Florida**

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, Florida**

Resolution No. 2024-25

3



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

---

**DATE:** July 16, 2024

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

**FROM:** Vince Sandersfeld, 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 June 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 June 2024 Report

Prepared by: Jeanann Hand, City Clerk  
Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 7/8/2024





**July 1, 2024**

**City of Mount Dora  
June Activity Report**

**2024 Legislation**

On Friday, June 28<sup>th</sup>, Governor DeSantis signed and vetoed the last bills still awaiting action, completing the approval process of bills sent to the Governor by the Legislature this year. Of the 325 bills passed during session, 298 were approved and 14 bills were vetoed. The 2024-25 FY budget, HB 5001, was signed into law with line-item vetoes and another 12 bills didn't require the governor's approval.

**Communications**

- Correspondence with Representatives Truenow and Yarkosky
- Florida Department of Environmental Protection Grant Information
- Correspondence re 2025 Appropriations Requests
- Correspondence re Meeting with Representative Truenow

**Next Steps**

- Continue to update Mount Dora on grant opportunities
- Develop and finalize the City of Mount Dora's 2025 Legislative Agenda by September/October 2024
- Legislative Session Committee Weeks for the 2025 Legislative Session will begin in December 2024/January 2025
- 2025 Regular Session convenes March 4, 2025

Ryan Matthews/Angela Drzewiecki